



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: November 7, 2019

Subject: Approve Modified Non-School-Site-Based Resource Officer Contract

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Deputy Superintendent

Recommendation: Approve Modified Non-School-Site-Based Resource Officer Contract.

Background/Rationale: Since the August 15, 2019 Board meeting, the Sacramento City Unified School District has worked closely with the Sacramento Police Department to develop a modified contract that provides the District with three roaming non-school-site-based Resource Officers and one Sergeant. The Resource Officers are assigned to groups of sites by zones as outlined within the attached contract rather than being assigned to a specific school site. Assignments by area will help to maintain a quicker response time than may otherwise occur without the contract and partnership with the Sacramento Police Department. The term of the attached contract would be effective through June 30, 2020.

Financial Considerations: \$563,097

LCAP Goal(s): Operational Excellence; Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Executive Summary
2. School Resource Officer Contract

Estimated Time of Presentation: 10 minutes

Submitted by: Lisa Allen, Deputy Superintendent
Nathaniel Browning, Board Manager, Policy and Governance

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Deputy Superintendent

Approve Modified Non-School-Site-Based Resource Officer Contract

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I. Overview/History of Department or Program

The prior two-year contract with the Sacramento Police Department ended on June 30, 2018. Since that time, there was a supplemental contract that provided law enforcement support throughout the District through June 30, 2019. The two-year agreement and subsequent supplemental agreement was for eight (8) officers and one (1) sergeant.

There has been a growing concern within the surrounding community over the past few years regarding police officers stationed at school sites being utilized to address general student discipline and school climate concerns; resulting in disproportionality. It is important to acknowledge community concerns regarding on-campus *stationed* police presence within the District. Conversely, District police officers have played a critical role in ensuring school safety.

Maintaining non-school-site-based Resource Officers (“Resource Officers”) throughout the District is essential in assisting our District by ensuring the safety of students and staff on our campuses. Three Resource Officers will be assigned to schools within regions of the District and will work with school administrators and staff on an as-needed basis in their role as law enforcement officers to ensure the safety of students, staff, parents and surrounding community members.

II. Driving Governance

During the August 15, 2019 Board Meeting, the Board of Education requested that a modified contract be brought forward for consideration that reduced the number of Resource Officers to three (3) and assigned them to geographical regions as non-school-site-based Resource Officers rather than being stationed at a given site. The term of the attached contract would be effective through June 30, 2020.

III. Budget

The current contract for approval would cost \$563,097. The funding source for the Resource Officer contract is General Fund. The funding source is allocated for salaries, training, overtime and vehicles.

IV. Goals, Objectives and Measures

The goal of the Resource Officers is to provide a safe environment so students can focus on educational goals.

V. Major Initiatives

In partnership with the Director of Safe Schools, the Sergeant and Resource Officers will assist with, including, but not limited to:

- Assisting in further defining roles and responsibilities of Site Administrators compared to Resource Officers through policy development and implementation.

Board of Education Executive Summary

Deputy Superintendent

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- The development of a more standardized Comprehensive School Safety Plan template
- Safe Routes to Schools planning.
- Develop a regular convening workgroup to fine-tune District safety policies, practices, and planning as outlined during the August 15, 2019 Board meeting.

VI. Results

The District has yet to have non-school-site-based Resource Officers assigned to the District. Results will be monitored closely and shared with the Board after the Resource Officers have been in place for three (3) months, as previously discussed during the August 15, 2019 Board Meeting.

VII. Lessons Learned/Next Steps:

We will continue to work with the Sacramento Police Department, staff, community leaders, and the Board on next steps.

THIS AGREEMENT ("Agreement") is entered into as of November 16, 2019, by and between the **CITY OF SACRAMENTO** ("CITY"), by and through the Sacramento Police Department, and the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** ("DISTRICT"), a local public entity. The CITY and the DISTRICT hereinafter may be referred to collectively as the "PARTIES" or in the singular as "PARTY," as the context requires.

RECITALS

The CITY and the DISTRICT have entered into this Agreement with reference to the following facts and circumstances:

- A. The DISTRICT desires to enter into an agreement with CITY for the assignment of Sacramento Police Officers ("SPD Officers") and a Sacramento Police Sergeant ("Supervising Sergeant") to DISTRICT schools and other DISTRICT property, as School Resource Officers ("SRO's). Collectively the SPD Officers and the Supervising Sergeant shall be referred to as "SROs", or individually as a "SRO".
- B. It is the intent of both PARTIES that the SROs are at all times throughout the term of this Agreement, duly appointed law enforcement officers, imbued with all of the powers and privileges bestowed upon them under local, state and federal law.
- C. The DISTRICT desires to limit SRO presence on DISTRICT campuses, and as a result, understands that this Agreement will limit the ability of the Sacramento Police Department to respond to critical incidents and other emergencies on DISTRICT properties.

AGREEMENT

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH THE PARTIES AGREE TO BE TRUE AND CORRECT, IT IS MUTUALLY AGREED AS FOLLOWS:

1. STATEMENT OF INTENT AND RULE OF CONSTRUCTION

By entering into this Agreement, the PARTIES intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a PARTY, nor the policies, rules and regulations governing the employees of either PARTY hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules and regulations, then the applicable provisions of such collective bargaining or other labor agreements, and of such policies, rules and regulations shall take precedence for purposes of the construction and interpretation of this Agreement.

2. TERM

This Agreement shall be effective from November 16, 2019 through June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

3. SCOPE OF WORK

Pursuant to the DISTRICT'S request, the CITY shall assign up to three (3) SPD Officers and one (1) Supervising Sergeant under this Agreement. The SPD Officers shall work under the supervision of the Supervising Sergeant or other Sacramento Police Department employees as deemed necessary by the CITY. The SROs will be assigned according to the geographic regions ("GRs") selected by the DISTRICT, which are more particularly explained in **Exhibit A**, which is attached hereto and incorporated herein. If the CITY decides to reassign any of the SROs, the CITY shall make all reasonable efforts to expeditiously replace said employee(s).

The representative duties of the SROs are more particularly described in **Exhibit B**.

At all times during the term of this Agreement, the SROs will remain sworn peace officers. The SROs, as well as any other sworn peace officers employed with the CITY, retain full authority to discharge law enforcement duties pursuant to the policies and practices of the Sacramento Police Department, as well as local, state and federal law. The SROs may issue citations, make arrests, gather evidence, write reports, and participate in any other law enforcement activities they deem appropriate. The SROs remain authorized to take control of situations they reasonably consider to be crises.

In the case of an emergency as determined by the CITY, the SROs may be removed from DISTRICT campuses or other DISTRICT properties and reassigned from any duties, obligations and responsibilities described in this Agreement. In such a situation, the CITY will work in good faith to reassign SROs to the DISTRICT as soon as practicable under the circumstances.

The SROs shall not be required to perform tasks beyond the authority vested in them pursuant to applicable law or Sacramento Police Department policy. The DISTRICT shall not request that the SROs intervene in matters that are reasonably considered by the DISTRICT to be school-based discipline incidents.

Due to the vastness of the GRs selected by the DISTRICT and the limited number of SROs selected by the DISTRICT, the CITY makes no representations or warranties regarding the ability of the SROs to respond to any calls for service, including calls for emergency service. In the case of an emergency, the DISTRICT is responsible for calling 911 and/or other appropriate law enforcement or emergency services. Nothing in this Agreement shall establish a duty on behalf of any SROs to respond to calls for service, or any other DISTRICT requests, within a certain timespan.

4. PERSONNEL MATTERS

The CITY will assume responsibility for all personnel costs for SROs assigned to the DISTRICT. The CITY will also assume responsibility for any changes in employees assigned to the Program and retain rights over its employees for supervision and management actions. The CITY is not responsible for personnel costs for employees of DISTRICT.

CITY shall provide the names of SPD Officers interested in serving as an SRO to a panel consisting of representatives of the City, District, and community (the "Joint Panel"). The Joint Panel will be composed of two CITY employees, one DISTRICT staff member, and one community member that has been selected by the DISTRICT and approved the CITY. The Joint Panel will select the SPD Officers assigned to the DISTRICT via an interview with each SPD Officer. Interview questions will be developed with community input and prepared and finalized by the Joint Panel. The Joint Panel will use only pre-drafted questions submitted by the Joint Panel and approved by the CITY. The Supervising Sergeant will be selected by the CITY, with consideration of DISTRICT feedback, and will not be interviewed by the Joint Panel.

The SPD Officers selected by the Joint Panel may be reassigned upon the recommendation of the DISTRICT with the approval of the CITY. If such reassignment results in an SPD Officer being removed from a DISTRICT assignment, the CITY shall make all reasonable efforts to expeditiously provide the DISTRICT with a replacement SPD Officer.

Neither the DISTRICT nor the Joint Panel may make decisions regarding the hiring, firing, promotion, demotion or other disciplinary actions relating to the SROs. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent as between the DISTRICT and the SROs.

The DISTRICT may request that an SPD Officer work overtime during any given week. Requests for overtime must be submitted to the Supervising Sergeant in writing. Said requests are subject to CITY staffing requirements and limitations, the provisions of applicable collective bargaining agreements, Fair Labor Standards Act, and other applicable laws and policies. All overtime costs resulting from duties related to the DISTRICT will be billed to the DISTRICT.

The overtime compensation to be paid to the CITY by the DISTRICT is set forth in **Exhibit C** which is attached hereto and incorporated herein.

The CITY shall retain the right to approve requests for sick leave, vacation, or other absences. In the event that a SPD Officer will be absent for a period longer than one (1) week while on an approved sick leave of absence or approved time off (whether leave time, parental leave, vacation time, CTO, or other arrangement is utilized to accomplish

such leave), the CITY will attempt in good faith, not to schedule more than one SPD Officer out on leave or vacation at the same time.

The work schedules of the SROs shall be subject to the decisions of the CITY and restrictions of the collective bargaining agreement(s) between the CITY and the Sacramento Police Officers' Association then in effect.

A. COMPLAINT PROCESS

The CITY shall exclusively retain the full responsibility and authority to direct and control the activities of the SROs, and to discipline CITY employees.

The DISTRICT may review any complaint it receives directly concerning whether DISTRICT administrators are properly applying relevant DISTRICT policy on matters within its control and jurisdiction, including but not limited to, whether DISTRICT administrators are appropriately referring matters to SPD Officers.

5. DATA TRACKING AND SHARING

SROs will collect and share the following data for DISTRICT needs as well as to share with community members during regularly held community meetings. Personally, identifiable information included as part of any information gathered and shared with DISTRICT staff will be de-identified before sharing with community members.

- School,
- Date,
- Who Initiated the Call,
- Race/Ethnicity,
- Grade,
- Program Referral,
- Referred to the Administrator,
- Engagement Type,
- Arrest,
- Citation, and
- The reason for student interaction with the SRO.

6. PROHIBITION AGAINST DISCRIMINATION

Neither PARTY shall discriminate against any person because of race, color, creed, age, national origin, disability, sex, marital status, veteran's status or any other protected status as provided by law. In addition, this Agreement is subject to the Non-Discrimination in Employee Benefits provisions of Sacramento City Code Chapter 3.54.

7. VEHICLES, EQUIPMENT, AND TRAINING

Except as otherwise provided in this Agreement, the CITY shall furnish all equipment which may be required to support the SPD Officers assigned to the DISTRICT. In the event the CITY is required to provide new, additional, or replacement equipment, the DISTRICT shall reimburse the CITY for actual replacement cost(s). In addition, the CITY will furnish each SRO with a vehicle.

The DISTRICT shall reimburse the CITY for the vehicles, related equipment, and maintenance for the vehicles, at the rates set forth in **Exhibit C**. The DISTRICT shall not acquire any legal interest in the said vehicles or the equipment for the vehicles. The DISTRICT shall also reimburse the CITY for the Fleet Maintenance rate set forth in **Exhibit C**, including the annual cost to operate and maintain vehicles, plus fuel costs.

The DISTRICT shall provide suitable office space for each SRO.

The SROs may voluntarily receive training from the DISTRICT that is not inconsistent with POST standards or Sacramento Police Departments policy.

The CITY represents that all the SROs will have received the following training, prior to assignment:

- Procedural Justice
- Implicit Bias
- Crisis Intervention
- Gender Awareness
- Racial Profiling
- First Aid
- Deaf Awareness
- Human Trafficking Awareness

In addition, the SROs will have received School Resource Officers basic training within one year of their assignment as an SRO.

8. CONSIDERATION

The DISTRICT agrees to pay the CITY for the services described herein and otherwise provided for under this Agreement, pursuant to the rates set forth in **Exhibit C**.

The DISTRICT represents and warrants that as of the commencement of the term of this Agreement, it has duly appropriated funds to pay its obligations hereunder and that it will during the term hereof, obtain appropriation of sufficient funds to continue to discharge its obligations hereunder.

9. METHOD OF PAYMENT

The CITY shall invoice the DISTRICT for services rendered and costs generated under performance of this Agreement. The total estimated invoice amounts for the term covered by this Agreement are set forth in **Exhibit C**.

The DISTRICT will be invoiced on a trimester basis. Payment of each invoice shall be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice. Invoices will be submitted for payment in accordance with the following schedule and dates:

Trimester Invoicing Schedule
November 16, 2019 – December 31, 2019
January 1, 2020 – March 31, 2020
April 1, 2020 – June 30, 2020

Failure of the DISTRICT to render any payments within thirty (30) calendar days after receipt of an invoice will constitute breach of this Agreement and permit the CITY to immediately terminate this Agreement and halt any performance due under this Agreement, as well as seek monetary damages.

All invoices and payments shall be made in arrears. If the DISTRICT disputes any item on an invoice for reasonable cause, the DISTRICT shall immediately communicate said dispute to the CITY after receipt of the invoice containing the disputed charge. The CITY shall work in good faith to address the DISTRICT'S disputed item(s), but nothing under this Agreement shall require CITY to accept DISTRICT's disputes or relieve the DISTRICT from any payment due under this Agreement.

10. POLICE DEPARTMENT AND DISTRICT RULES

The DISTRICT understands that the SROs will act consistently with Sacramento Police Department policies, including General Orders 210.05 and 523.7, as well as California and Federal law.

11. INDEPENDENT CONTRACTOR

At all times during the performance of this Agreement, the SROs shall exclusively be employees of the CITY. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent as between the DISTRICT and the SROs.

The DISTRICT shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit that is based upon the relationship of employer and employee.

12. NO JOINT VENTURE

This Agreement shall not create a joint venture, partnership, joint powers authority, or any other relationship of association among the PARTIES, beyond that of the DISTRICT and the SROs.

13. INDEMNITY

The DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against the CITY, the SROs, all other CITY officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees.

The CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against the DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either PARTY to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the PARTIES that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each PARTY shall bear the proportionate cost of any loss, damage, expense and liability attributable to that PARTY's negligence.

Each PARTY shall establish procedures to notify the other PARTY, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or

create any legal rights for any person not a PARTY to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

14. INSURANCE

The CITY and the DISTRICT, at their own sole cost and expense and for the full term of this Agreement, shall obtain and maintain at least all of the following minimum insurance requirements:

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The PARTIES may show satisfactory proof by way of a letter from the appropriate Risk Manager or designee of self-insurance, or pooled insurance if any.

15. TERMINATION

Either PARTY shall have the right to terminate this Agreement at any time by giving a written notice of termination to the other PARTY. Upon receipt of notice of termination, the receiving PARTY shall immediately cease rendering services or payments pursuant to this Agreement. In the event of such termination, CITY shall be paid for all services performed, and all costs incurred, up to the date of notification of termination.

The foregoing notwithstanding, neither of the PARTIES waive their right to recover damages against the other for breach of this Agreement, including, without limitation, any amount necessary to compensate one PARTY for all detriment proximately caused by the other PARTY's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom.

16. NOTICES

Any written communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective PARTY as follows:

TO DISTRICT: Sacramento City Unified School District
ATTN: Jorge Aguilar, Superintendent
5735 47th Ave.
Sacramento, CA 95824
Phone: (916) 643-7400

TO CITY: Sacramento Police Department
ATTN: Stephen Moore, Lieutenant
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
Phone: (916) 808-0822
Fax: (916) 808-0818

Any PARTY who desires to change its contract information may do so by giving notice as set forth herein.

17. NON-WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

18. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and duly signed by the PARTIES hereof.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

20. CAPTIONS

The headings or captions to the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

21. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

22. AMBIGUITIES

Each of the PARTIES has carefully reviewed this Agreement and has agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either PARTY.

23. SUCCESSORS AND ASSIGNS

All rights of each PARTY under this Agreement shall inure to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this Agreement by each PARTY shall bind the successors in interest and assigns of each PARTY.

24. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The PARTIES

agree that venue for any legal action concerning any dispute arising under this Agreement shall be a court of competent jurisdiction located in Sacramento County, California.

25. INTEGRATION

This Agreement, including **Exhibits A-C**, embodies the entire Agreement of the PARTIES in relation to the scope of services herein described, and no other agreement or understanding verbal or otherwise, exists between the PARTIES.

26. CONFIDENTIAL RECORDS

Both PARTIES acknowledge that the educational records of students are confidential. The CITY agrees not to transmit, share, or disclose any such records without the consent of the subject student's parent (or an eligible/adult student), except to DISTRICT officials, or pursuant to any criminal investigation, the performance of any other law enforcement duties, or as otherwise required by law.

Though not intended by either PARTY, during the performance of this Agreement, it is possible that DISTRICT or DISTRICT students may inadvertently gain access to and use CITY information regarding, but not limited to, Sacramento Police Department procedures, policies, training, operational practices and other vital police information, future plans, business affairs, governmental affairs, processes, technical matters, data, and other sensitive financial, personnel, and/or proprietary information (hereafter collectively referred to as "CITY Information") which are valuable, special and unique assets of the CITY. The DISTRICT agrees to protect all CITY Information, and treat it as strictly confidential, and further agrees that it will not at any time, transmit, share or disclose any CITY Information to any third party without the prior written consent of the CITY.

In the event either PARTY receives a request, whether under the California Public Records Act, a duly-issued subpoena or otherwise, for disclosure of educational records or CITY Information, the PARTY receiving the request shall tender the request to the PARTY who generated the record(s) within five (5) days of receiving such a request, unless the CITY determines that such notification would undermine a criminal investigation or other law enforcement activity.

The PARTY who generated the record(s) shall be responsible for addressing said request, including the defense of any claim of exemption or confidentiality. The PARTY asserting its claim of exemption or confidentiality shall hold harmless and defend the PARTY receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

The sharing of any CITY records with the DISTRICT shall not constitute a waiver of any preexisting claim by CITY of exemption or confidentiality.

27. DISPUTE RESOLUTION

With respect to any breach or dispute arising under this Agreement, the PARTIES shall meet and attempt in good faith to resolve the same prior to the initiation of any formal action.

28. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective PARTIES, and to bind said PARTIES to the terms hereof. This Agreement is subject to the approval of each PARTY's governing body.

The PARTIES have entered into this Agreement as of the day and year first hereinabove appearing.

CITY OF SACRAMENTO, a municipal corporation

By: _____
Daniel Hahn, Chief of Police

Attest: _____
CITY CLERK

Approved as to Form:

By: _____
DEPUTY CITY ATTORNEY

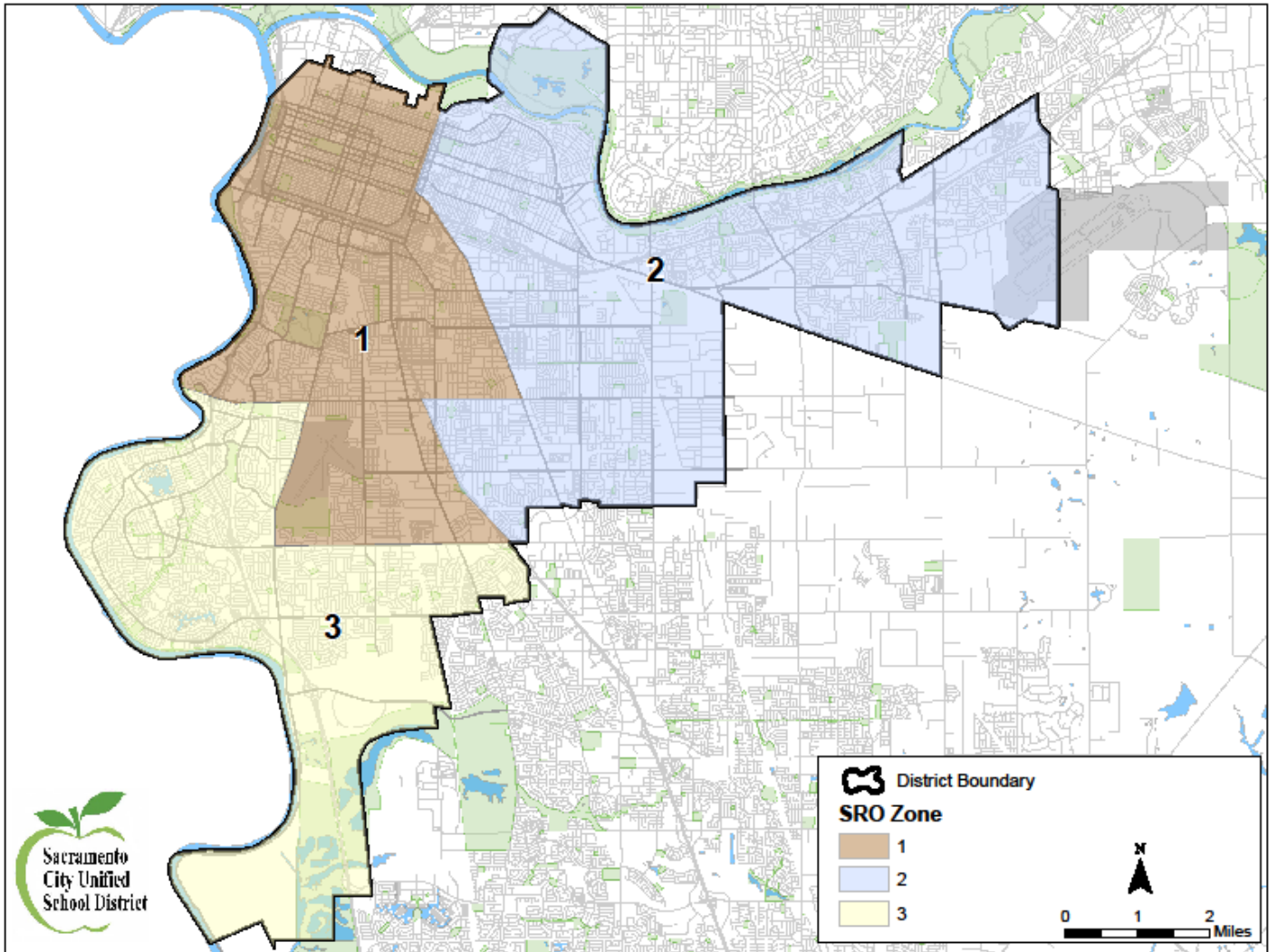
SACRAMENTO UNIFIED SCHOOL DISTRICT , a local public agency

By: _____
Jorge Aguilar, Superintendent

Approved as to Form:

By: _____

EXHIBIT A



	1
American Legion	
Arthur A Benjamin Health Professions	
Bowling Green Chacon	
Bowling Green McCoy	
Bret Harte	
C.B. Wire	
C.K. McClatchy	
California	
Capitol Heights Academy	
Collis P Huntington	
Crocker/Riverside	
Ethel Phillips	
Fern Bacon	
Fr. Keith B Kenny	
H.W. Harkness	
Hollywood Park	
John Morse	
Leataata Floyd	
Leonardo da Vinci	
Maple	
Oak Park Prep	
Oak Ridge	
Sacramento Charter High School	
Sam Brannan	
St. HOPE Public School 7 (PS7)	
Sutterville	
The MET Sacramento	
Washington	
William Land	
Woodbine	
	2
A. Warren McClaskey	

A.M. Winn	
Abraham Lincoln	
Albert Einstein	
Caleb Greenwood	
California Montessori Project	
Camellia Basic	
Charles A. Jones	
David Lubin	
Earl Warren	
Elder Creek	
Ethel I Baker	
Fruit Ridge	
Golden Empire	
Growth Public Schools	
GW Carver	
Hiram Johnson	
Hubert H Bancroft	
Isador Cohen	
James W Marshall	
Kit Carson	
Language Academy of Sacramento	
Mark Twain	
New Joseph Bonnheim	
Nicholas	
O.W. Erlewine	
Pacific	
Peter Burnett	
Phoebe A Hearst	
Rosemont	
Sacramento Accelerated Academy	
Sequoia	
Sutter	
Tahoe	
Theodore Judah	

West Campus	
Will C. Wood	
Serna	
	3
Alice Birney Public Waldorf	
Capital City School	
Capitol Collegiate Academy	
Caroline Wenzel	
Cesar E Chavez	
Edward Kemble	
Genevieve F Didion	
John Bidwell	
John Cabrillo	
John D Sloat	
John F Kennedy	
John Still	
Luther Burbank	
Martin Luther King Jr.	
Matsuyama	
Parkway	
Pony Express	
Rosa Parks	
Sacramento New Technology	
School of Engineering and Sciences	
Sol Aureus College Prep	
Success Academy	
Susan B Anthony	
Yav Pem Suab Academy	

EXHIBIT B

SPD OFFICER REPRESENTATIVE DUTIES

The SPD Officers will perform the functions of a duly sworn peace officer, under the laws of the State of California.

The SPD Officers shall report to the Supervising Sergeant at a location mutually determined by the CITY and Superintendent or his/her designee.

The SPD Officers may attend community meetings with DISTRICT staff in order to review and discuss potential suggestions and concerns raised by community members related to safety planning, threat assessments, perceived misuse of SROs by DISTRICT staff, and other related issues.

The SPD Officers may visit DISTRICT campuses in order to proactively build relationships with school administrators, staff, and students and to promote a cooperative environment.

At the DISTRICT's request, the SPD Officers may participate in presentations and training to DISTRICT staff, students and parents, on school safety and crime prevention issues.

The SPD Officers may follow-up on investigations of crimes that occur on DISTRICT property, and crimes that involve students, DISTRICT employees, or independent contractors working for DISTRICT.

The SPD Officers may identify and recommend physical changes in the environments at DISTRICT campuses that may reduce crime in and around DISTRICT property.

At the DISTRICT's request, the SPD Officers may assist DISTRICT administration in developing school policies that address crime and crime prevention.

The SPD Officers may work with students and administrators to solve conflicts among students.

SUPERVISING SERGEANT REPRESENTATIVE DUTIES

The Supervising Sergeant shall have direct supervision and control over the SPD Officers assigned to the DISTRICT.

The DISTRICT shall communicate with the Supervising Sergeant to communicate the requests of the DISTRICT to the SPD Officers. Additionally, the

Supervising Sergeant may share the SPD Officer's requests, needs and concerns with the DISTRICT.

At the DISTRICT's request, the Supervising Sergeant may participate in community meetings with DISTRICT stakeholders to discuss safety measures, and other relevant topics.

The Supervising Sergeant may become acquainted with school administrators.

The Supervising Sergeant may coordinate any training for SPD Officers, deemed appropriate by the CITY.

At the DISTRICT's request, the Supervising Sergeant may assist and advise the DISTRICT with respect to public safety and protection tasks, including the development of safety bulletins for the schools.

EXHIBIT C

Exhibit B

Sacramento City Unified School District

				Year 1			Total
	Title	Rate ²	Quantity	Oct - Dec 2019	Jan - Mar 2020	Apr - Jun 2020	
Salary & Benefits							
	Police Officer	\$ 154,141	3	115,606	115,606	96,338	327,550
	Police Sergeant	\$ 221,315	1	55,329	55,329	46,107	156,765
				170,935	170,935	142,445	484,314
Overtime ¹							
	Police Officer	\$ 71.29	450	10,694	10,694	10,694	32,081
	Police Sergeant	\$ 100.07	25	834	834	834	2,502
				11,527	11,527	11,527	34,582
Fleet Maintenance	Police Vehicle	\$ 15,600	4	15,600	15,600	13,000	44,200
TOTAL				\$ 198,062	\$ 198,062	\$ 166,973	\$ 563,097

1 - Number of overtime hours is an average of actual overtime hours worked in fiscal year 2018/19 plus 62 extra Officer hours and seven extra Sergeant hours. Actual overtime expenses will vary depending on the actual number of overtime hours worked.

2 - Salary & Benefits is an annual, full year Officer rate. Overtime is an hourly rate. Fleet Maintenance is an annual rate.