Memorandum of Understanding and Agreement By and Between State Center Community College District And Peace Officers' Association Bargaining Unit

Temporary Contract with Security Service West Fresno & First Responders Campuses

This non-precedent setting Memorandum of Understanding and Agreement ("MOU") is entered into by and between the **State Center Community College District** (hereinafter referred to as "**District**") and the **Peace Officers' Association Bargaining Unit** (hereinafter referred to as "**Exclusive Representative**" or "**POA**").

POA enters into this MOU as the Exclusive Representative for the bargaining unit of peace officers.

The contractors currently building the West Fresno and First Responders campuses will soon complete their work, at which point, they will no longer provide construction security for those sites. The sites, however, will not be fully occupied until sometime in fall, despite the fact that equipment, technology, and furniture will soon be installed. Security systems are not fully installed, but are in progress. Given the number of vacant positions currently in recruitment/background and given the fact that the summer season is when many of the current Police Officers and Police Sergeants take well deserved vacation time, the District is in need of security for the two new campuses until they are fully occupied in the fall. Therefore, the District would like to contract with a security service to provide security at those sites until they are fully occupied in fall. This MOU is for a limited duration and nothing in this MOU is meant to set precedent for future negotiations. With that understanding, the POA and the District agree as follows:

- Effective on the date of signing this MOU until the West Fresno and First Responders campuses are fully occupied, or October 1, 2023, whichever is earlier, the parties agree to contract out security service for those two campuses only.
- Security service may be needed Monday Thursday from 5:00 PM to 8:00 AM and may be needed Friday from 5:00 PM Monday at 8:00 AM, or as needed; service may also be needed for 24 hours for any holidays.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically address in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify that they are the authorized representatives of the District and the POA, as the proper parties to this MOU, and that all actions necessary for the parties to ratify and

accept this MOU as a binding and bilateral agreement will be immediately completed in the manner required by that party or by law.

This MOU is made this 23 day of May in the year 2023, in the City of Fresno, County of Fresno, State of California.

State Center Community College District

Unit

Julianna D. Mosier

Vice/Chancellor, Human Resources

Peace Officers' Association Bargaining

Robert Kifer

POA President