

**MEMORANDUM OF UNDERSTANDING
FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN THE
CITY OF CLEARLAKE AND
KONOCTI UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU), entered into this ____ day of _____ 2023 by and between the City of Clearlake (hereinafter known as “City”) and Konocti Unified School District (hereinafter known as “District”) and will remain in effect until June 30, 2024. This MOU is regarding services relative to the School Resource Officer Program (SRO) and is authorized under Government Code 6500.

RECITALS

WHEREAS, both City and District have entered into this MOU in partnership to maintain a safe and orderly learning environment with the outreach of the School Resource Officer Program in the Konocti Unified School District.

AGREEMENT

It is hereby agreed by and between the parties hereto as follows:

1. **General.**

A. The Clearlake Police Department will provide administration of this MOU.

B. The Clearlake Police Department (CPD) will agree to provide one SRO to the District. This officer will provide the service of an SRO to all district schools during normal school hours and special events with prior approval from both District and CPD. Any event (that may require law enforcement response) that may occur on a District campus not during normal school business hours will be the responsibility of the law enforcement agency that provides service to that jurisdiction. During time that the assigned SRO is not on duty (due to training, court time, vacation or sickness, etc.), it will be the responsibility of the local law enforcement jurisdiction to respond and provide whatever services are requested to/from District. If at any time there is an emergency on any of the District campuses that requires immediate law enforcement involvement, the local law enforcement jurisdiction will be notified for the appropriate response.

In the event the Lake County Sheriff’s Office (hereafter referred to as the LCSO) is able to provide an SRO to the District during the term of this agreement, the CPD SRO will transition from providing the services of an SRO to all District schools to the District schools located within the Clearlake city limits during normal school hours and special events with prior approval from both District and CPD. The SRO will supplement and work collaboratively with

the SRO provided by the LCSO SRO. The LCSO SRO's primary responsibility will be District schools located outside the Clearlake city limits, but they will also supplement and work collaboratively with the CPD SRO.

C. The position of the SRO will be under the supervision of the Clearlake Police Department as an employee of the Clearlake Police Department, with direct reporting to the Superintendent of District. The District shall fund the position in the amount of \$142,956.32, which includes the salary and benefits and marked vehicle usage. This amount includes any non-Peace Officers Standards and Training-reimbursable School Resource Officer training, overtime and compensatory time, and any time required for court appearances related to the duties of the School Resource Officers.

D. District may request additional Clearlake police officers to work school events, such as football games and school dances. District will reimburse City for overtime costs of these personnel.

E. City shall submit to District an invoice once every three months for payment for services rendered under this MOU. The invoice will include time accountability for overtime reimbursement requests submitted pursuant to Section D.

F. The SRO's hours of work will generally be a 5/8 schedule, Monday through Friday from 7:30 am to 3:30 pm. This schedule may be adjusted to ensure coverage for school events. The 5/8 schedule may be reverted to a 4/10 or 9/80 schedule with 30 days notice from the Superintendent of District to the Chief of Police and following an opportunity to meet and discuss. The School Resource Officer shall be available for other school events, such as football games and school dances, as needed.

G. District will provide the School Resource Officer access to district-owned premises, including keys and key codes, as well as access to pertinent student records, as needed in the performance of his/her duties. The School Resource Officer will comply with the District's policies regarding confidentiality of student records.

H. The SRO position will not generally be required to respond to staffing level impacts within the department and will be assigned specifically for utilization as an SRO, excepting an unforeseeable emergency situation.

2. **Insurance**

A. City and District shall maintain or be self insured for comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 for bodily injury or death to any one person for any one accident or occurrence and at least \$1,000,000 for property damage occurring on their respective property.

B. City shall maintain Worker's Compensation Insurance for its personnel as may be required by state law.

C. City is self insured through the Public Agency Risk Sharing Authority (PARSAC) for general liability, Worker's Compensation Insurance and automobile liability coverage.

3. **Term**

The term of this MOU may be terminated by either party by giving at least 30 (thirty) days advance written notice to the other party.

4. **Notices**

All notices and communications shall be in writing and shall be deemed given and served upon delivery if delivered personally, or five days after mailing if sent by first class mail as follows:

Clearlake Police Department
Attn: Chief of Police
14050 Olympic Drive
Clearlake, CA 95422

Konocti Unified School District
Attn: Superintendent
9340-B Lake Street
P.O. Box 759
Lower Lake, CA 95457

Updates may be made to the above noted addresses/addressees as needed based upon mailing address or personnel changes.

IN WITNESS THEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY OF CLEARLAKE

KONOKTI UNIFIED SCHOOL DISTRICT

BY _____

Alan Flora
City Manager

BY _____

Dr. Becky Salato
District Superintendent