# 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 \_\_\_\_\_ 2025 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, 2026. 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 two SRO's to the District. These officer's 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.
- 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 \$160,992.62, which includes the salary and benefits and marked vehicle usage for each SRO position. 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, proving 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 California Intergovernmental Risk Authority (CIRA) 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:

Konocti Unified School District

Clearlake Police Department

Attn: Superintendent Attn: Chief of Police 14050 Olympic Drive 9340-B Lake Street Clearlake, CA 95422 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 KONOCTI UNIFIED SCHOOL DISTRICT BY \_\_\_\_ BY \_\_\_\_ Dr. Becky Salato Alan Flora City Manager District Superintendent