

MEMORANDUM OF UNDERSTANDING
Between
ORLAND POLICE DEPARTMENT &
ORLAND UNIFIED SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (MOU), dated as hereinafter set forth, is made by and between the City of Orland, a municipal city of the State of California (hereinafter referred to as the "City," "Police Department," "Orland Police Department," or "OPD") and Orland Unified School District (hereinafter referred to as the "School District" or "OUSD" or collectively as "Parties" in this memorandum).

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE:

The purpose of this MOU is to provide clarity regarding the School Resource Officer (SRO) role and to delineate the responsibilities and partnership between the Orland Police Department and OUSD with respect to the SRO position. This MOU will describe the services, responsibilities, and expectations of both parties.

Keeping students safe is crucial to their development and success in school. Partnership between OPD and OUSD in the SRO program is intended to improve the safety and welfare of the OUSD students and to help maintain an environment conducive to learning.

2. TERM

This MOU shall be effective for two (2) school years unless it is terminated earlier as provided herein. The initial term of this MOU begins at the start of the 2026-2027 school year and runs through the end of the 2027-2028 school year.

Any extension of this MOU is subject to annual appropriation of funds by both the City and OUSD. Any option to extend the term of the MOU is effective only after the City agrees to extend the term, which can be extended by the City Manager. The cost to extend the term each school year will be mutually agreed to by the Parties in writing.

3. COMPENSATION AND REIMBURSEMENT BY SCHOOL DISTRICT:

a. Salary and Benefits

While the City will pay the SRO's salary and employment benefits in accordance with the City's applicable salary schedules and employment practices, the OUSD agrees to compensate the City as follows:

- 1) Year One: \$80,000
- 2) Year Two: \$80,000

b. Overtime

The City shall pay additional compensation when the SRO works overtime hours. Should the OUSD desire the services of the SRO for special events occurring outside of their regular workday, it may request such services from the Police Chief, who will have sole discretion to authorize or deny the requested overtime services of the SRO.

c. Fund Availability

The Police Department and the OUSD acknowledge that neither party by this MOU irrevocably pledges present cash reserves for payments in future fiscal years, and this MOU is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party. The Parties understand and agree that any expenditure of the Orland Police Department shall extend only to funds appropriated by the Orland City Council for the purpose of this MOU, encumbered for the purpose of the MOU.

d. Invoices

The City will bill the OUSD Quarterly (October, January, April and July), in arrears, beginning October 1, 2026, and OUSD shall remit payment within thirty (30) days.

4. OPD's OBLIGATIONS & RESPONSIBILITIES:

- a. Subject to annual appropriation by the City and the availability of appropriated funds, the City will pay the remaining funds in excess of the funds paid by the OUSD for SRO services to pay for a School Resource Officer to support the SRO Partnership. The Orland Police Department will also furnish any equipment and training required for the operation of the SRO Partnership. This does not preclude the OUSD from covering training costs for specialized training the school desires to provide.
- b. OPD agrees to assign one SRO as the minimum staffing level under this agreement.
- c. Officers supporting the SRO Partnership will be City employees recruited and employed by the Orland Police Department. The SROs' salaries, payroll taxes, payroll-based expenses, including workers' compensation insurance, and benefits are the responsibility of, and will be paid exclusively by, the City.
- d. Notwithstanding anything to the contrary herein, all scheduling, deployment and supervision of the SROs supporting the SRO Partnership will be the responsibility of the command staff at the Orland Police Department.
- e. The Orland Police Department and OUSD are jointly responsible for the decision to select the school or schools that are part of the SRO Partnership.
- f. The Orland Police Department reserves the right to remove or reassign any SRO if prior adequate notification has been given to OUSD. Except for reasons requiring immediate removal, adequate notice means 30 days or more.
- g. The Orland Police Department is not obligated to substitute an SRO when any

regularly scheduled SRO is not available to support the SRO Partnership as a result of a short-term absence. The City may choose to assign a temporary officer to fill in or may utilize patrol officers to respond to calls for service at OUSD schools if the assigned SRO is unavailable.

- h. In the event of a long-term absence of the SRO, the Orland Police Department may provide, at its discretion, a replacement SRO/ Officer, or the Parties may mutually agree in writing to reduce the amount of financial compensation that OUSD is required by this agreement to pay the City. If the Parties are unable to reach an agreed-upon reduction in the amount paid, this MOU may be terminated by either Party with a written 30-day notice. For this MOU, a "long-term" absence is defined as a period of more than ten (10) consecutive workdays. The reason for a long-term absence may include, but is not limited to: vacation time, department-sponsored trainings, administrative leave, illness, medical-related issues, critical incidents, emergencies or disasters.

5. OUSD's OBLIGATIONS & RESPONSIBILITIES

- a. OUSD reserves the right to request the removal/re-assignment of any SRO for reasonable cause provided in writing to the Orland Police Department after other attempts to correct any issues/problems have been explored. The Orland Police Department's Chief shall consider OUSD's input when determining the removal or reassignment of any SRO. The OPD Chief of Police will have the final decision concerning the removal or reassignment of any SRO after receiving input from OUSD representatives and the OPD Operations Commander.
- b. OUSD will provide the SRO or OPD representatives with an advanced schedule of school-related activities and planned events at which the SRO's presence is desired during times outside regular school hours, such as but not limited to: school dances, sporting events, school graduation and rallies. Upon the review of such a schedule, the Orland Police Department's Police Chief may adjust the assigned SROs' schedule to accommodate the events or activities that fall outside the normal school day schedule. Alternatively, overtime hours may be approved by OPD.

6. MUTUAL OBLIGATIONS & RESPONSIBILITIES

- a. The Orland Police Department and OUSD understand the importance of ensuring that each SRO embraces and works collaboratively with school administration and understands the school culture they are a part of. Therefore, selection of SROs assigned to the SRO Partnership shall follow OPD policy and procedures set in place for special assignments and will be made through a collaborative process involving the Orland Police Department and OUSD school administration. Notwithstanding the foregoing, the Police Chief from the Orland Police Department shall have the final decision as to the placement of each SRO in the SRO Partnership.
- b. School Resource Officer. The mission of the SRO Partnership is to provide for and maintain a safe, healthy, and productive learning environment while acting as a

positive role model for students. This will be accomplished by working in a cooperative, proactive, problem-solving partnership between the Police Department and the OUSD. The following also sets forth guidelines to ensure that the Orland Police Department and OUSD have a shared understanding of the roles and responsibilities of each Party in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

c. The SRO will:

- 1) Differentiate between school disciplinary issues and crime problems and shall respond appropriately.
- 2) De-escalate school-based incidents whenever possible.
- 3) Enhance school safety on the school campuses as well as the grounds around the school to help foster a safe and secure learning environment.
- 4) As partners with OUSD, when appropriate and to the extent that SROs are familiar with various City agencies or community organization/resources, SROs may assist school staff and students with locating such City agencies or community organization/resource.
- 5) As partners with OUSD, when appropriate, SROs may assist with resolving law enforcement issues that affect OUSD and the broader community.
- 6) Provide a positive liaison between the Orland Police Department, the students, parents, and the school administration.
- 7) Attend and participate in all school or OUSD Safety Committee meetings. The SRO should also participate in meetings with school administration when requested by school administration during the SRO's normal shift.
- 8) SROs making an arrest or writing a citation/summons to a student at school, at a school event, or on a school vehicle, shall notify the school principal or the principal's designee within a reasonable time period.
- 9) Questioning students in a manner and at a time that has the least impact on the student/suspect's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.

d. The Orland Unified School District will:

- 1) Provide an office/storage or workspace for SRO's materials and personal effects.
- 2) Provide a classroom and staff supervision for class instruction if needed or requested.
- 3) Provide equipment and supplies needed by the SRO for instruction (chalkboard, overhead projector, TV, PowerPoint projector, etc.).
- 4) School administration will arrange meetings with the SRO as needed by the school administration.
- 5) De-escalate school-based incidents whenever possible.
- 6) Make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity unless it is deemed necessary by school administration due to incident escalation or is required by law.
- 7) Cooperate with Police Department-initiated investigations and actions without hindering or interfering with the Police Department or the assigned SRO's official duties.
- 8) Provide ongoing feedback regarding the SRO and their performance to the Orland Police Department designee for evaluation purposes.
- 9) Assist in notifying parents as soon as practical when students are cited or arrested by the SRO and the SRO is unable to contact or notify the parents.

10) Notify officers responding to any school-based incidents when involved students may require special consideration, treatment, or accommodations.

e. The Orland Police Department will:

- 1) Provide SRO supervision through the Orland Police Department command structure.
- 2) Provide the SRO Partnership with SRO-trained Police Officers.
- 3) Provide SRO training to comply with department and state requirements.
- 4) Provide the SRO with equipment.
- 5) Follow the agreed-upon schedule for deployment of an SRO at the agreed-upon school or schools.
- 6) Train SROs in their role within schools and on the rights afforded to students as required by law.

f. Sharing of Information:

1) Student Information

- The SRO shall be advised of students who require special consideration, treatment, or accommodations when School Safety concerns exist.

2) Return from Expulsion Meetings

- The OUSD shall consider inviting the SRO to meetings involving the return to school of students who have been expelled to be utilized as a resource.

3) Criminal and Safety Related Information

- When new students are enrolled, and the OUSD is aware of prior criminal behavior, the SRO shall be informed, barring any legal prohibition.
- The SRO shall advise School Administrative Staff when they are aware of safety-related concerns associated with a student or staff member.

7. SPECIAL CONSIDERATIONS:

a. Orland Police Department/Orland Unified School District:

1) Although SROs will be working in conjunction with school staff on a day-to-day basis, the SRO will report directly to the Police Department Sergeant on duty regarding any enforcement actions at the school and will follow the Orland Police Department command structure and policies while handling enforcement actions at the school.

2) The Orland Unified School District acknowledges that SROs are required by policy and procedure to perform various tasks throughout the year that may include but are not limited to: weapons qualification required by the Police Department; in-service training required by the Police Department; and court appearances.

3) Although the primary duty of an SRO is to handle criminal matters at the school, SROs may use discretion allowed them under Orland Police Department policy with enforcing the laws and dealing with victims and suspects.

4) Although SROs remain employees of the Orland Police Department, SROs

should spend as much of their duty time as possible on the campus of the school(s) they are assigned, except as required to perform other assigned duties by the Orland Police Department. The Parties anticipate the SRO duties and travel between campuses or other locations will take the officer off campus and result in the lack of the presence of an officer and marked police vehicle during such times.

8. SRO SCHEDULE AND ASSIGNMENT

- a. The Orland Police Department will schedule the working hours of SROs supporting the SRO Partnership, taking into account the school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Regular hours shall be by mutual agreement between school administration and the Police Department Chief.
- b. Adjustments outside these regular hours may occur but should be discussed between the Parties and agreed upon in advance of any changes to the SRO schedule. The Orland Police Department maintains the ability to utilize SROs to fill department staffing in times of need or in cases of emergency.
- c. The SRO Partnership will consist of having an SRO at the OUSD's agreed-upon school (s). The SRO assigned to the SRO Partnership will work during the school week, subject to the SRO assigned and approved employee bargaining unit Memorandum of Understanding between the City of Orland. The SRO schedule will be provided to OUSD administration so they may plan accordingly. Any deviation from this schedule will be brought to the attention of OUSD by the SRO assigned or the Police Chief.
- d. The OUSD may request that an SRO or other patrol officer be assigned additional hours and/or days beyond their normal working hours. The OPD has sole discretion regarding assignments of SROs or other patrol officers beyond regular school hours. If OUSD requests and obtains approval for additional coverage, the Police Department may seek compensation or reimbursement for the additional cost associated with that coverage, if any, to be paid from the District. If reimbursement is sought, such must be requested in advance of the accrual of additional expenses.

9. MISCELLANEOUS PROVISIONS

- a. Independent Contractor Status: In the performance of services under this MOU, the City/OPD and the SROs shall act as independent contractors and not as employees of the OUSD. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent as between the OUSD and the SROs assigned under this MOU. Directions issued by the OUSD to the SROs only relates to the objectives to be achieved and not the actual means to accomplish such objectives.
- b. Assignment: The Orland Unified School District shall not assign or otherwise transfer this MOU or any right or obligation hereunder without prior written

consent of the City.

c. Termination:

- 1) The Orland Police Department may terminate this MOU with OUSD upon the issuance of a thirty (30) calendar day written notice.
- 2) The Orland Unified School District may terminate this MOU with OPD upon issuance of a thirty (30) calendar day written notice.

d. No Third-Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties involved. Nothing contained in this MOU shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefit under this MOU shall be deemed to be incidental beneficiaries only.

e. Entire Agreement: This MOU constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this MOU may be amended only in writing and executed by duly authorized representatives of the Parties.

f. Local Concern: The Parties agree and acknowledge that the activities contained in this MOU are matters of local concern only, and the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this MOU shall be construed as matters of statewide concern.

g. Indemnification: The provision of services under this MOU is for the benefit of both Parties to the MOU. Each party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU, including, but not limited to, costs and fees, attorneys' fees, or other costs associated with enforcement of this MOU.

h. Insurance: Both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage), with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall be provided by a company authorized by law to transact insurance business in the State of California. Alternatively, either insurance required by this MOU may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. The requirement to provide insurance shall not modify the Parties' indemnification obligations herein.

- i. Compliance with Laws: Both Parties certify that they will comply with all laws applicable to governmental agencies and to the performance of this MOU, including but not limited to Welfare and Institutions Code section 625.6 and related laws regarding the custodial investigation and questioning of minors.
- j. Modification: No waiver, alteration, modification or termination of this MOU shall be valid unless made in writing and duly signed by the Parties.
- k. No Liability for Breach or Termination:
 - 1) The OUSD shall have no claim or action at law against the Orland Police Department for breach or termination of this MOU by the Orland Police Department, and the OUSD expressly waives and releases the Orland Police Department from any claim or action at law or equity under, or resulting in any manner from, this MOU.
 - 2) The Orland Police Department shall have no claim or action at law against the OUSD for breach or termination of this MOU by the OUSD, and the Orland Police Department expressly waives and releases the OUSD from any claim or action at law or equity under, or resulting in any manner from, this MOU.
- l. Counterparts: This MOU 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.
- m. Severability: If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of the MOU shall remain in full force and effect.
- n. Ambiguities: The Parties carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be construed against either Party.
- o. Governing Law & Venue: The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which this MOU is signed. The Parties agree that the venue for any legal action concerning any dispute arising under this MOU shall be a court of competent jurisdiction located in Glenn County, California.
- p. Authority: The signers of this MOU warrant that they have the capacity and are authorized to execute this MOU as the representatives of their respective Parties and to bind said Parties to the terms hereof. This MOU is subject to the approval by each Party's governing body.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Memorandum of Understanding on the dates set forth below. By their signatures, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his / her execution is made.

Date

7/14/26

Date

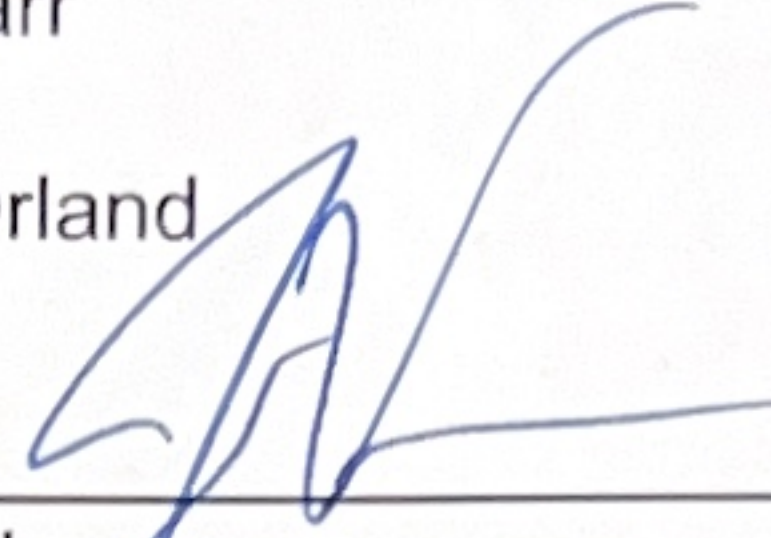
Date

7-14-26

Date

Date

Terrie Barr
Mayor
City of Orland



Joe Vlach
Chief of Police
Orland Police Department



Victor Perry
Superintendent
Orland Unified School District