

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LAKE
AND THE KELSEYVILLE UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding is made and entered into by and between the County of Lake, on behalf of its Probation Department (hereinafter referred to as "Department") and the Kelseyville Unified School District, (hereinafter referred as "Kelseyville Unified").

WHEREAS, the Department and Kelseyville Unified each recognize that the assignment of a deputy probation officer to act as a School Resource Officer (SRO) at Kelseyville Unified will benefit both the Department and Kelseyville Unified as well as the general public of Lake County; and

WHEREAS, the presence of a deputy probation officer as a School Resource Officer at the Kelseyville Unified campus will enhance campus control and student protection and will facilitate the development of action plans to reach at-risk youth; and

WHEREAS, the Department and Kelseyville Unified mutually desire to set forth the terms and conditions pursuant to the assignment of a deputy probation officer to work as a School Resource Officer at the Kelseyville Unified campus.

NOW THEREFORE, the parties enter into this Memorandum of Understanding on the following terms and conditions.

A. SCOPE OF SERVICES PROVIDED BY THE DEPARTMENT

The Department shall assign one deputy probation officer to be the School Resource Officer at Kelseyville Unified. Staffing shall be one (1) full-time regular deputy. Hours worked will be a forty hour work week, mutually agreed upon by the Department and Kelseyville Unified.

The School Resource Officer's duties shall include the following:

1. Maintaining continuous communication with school staff and administrators to seek out and identify individuals who could pose a threat to the safety of students, staff, or any school facilities.
2. Networking with allied law enforcement agencies to assist with enforcement when needed.
3. Coordination of enforcement efforts with the Lake County Sheriff's Office for consistent and continual criminal and status offense investigation.
4. Responsibility for providing crime prevention materials and training to school staff and faculty as needed or requested.
5. Providing scheduled training related to law enforcement to students.
6. Participating in presentations to students, such as career days or other related activities.
7. Offering assistance at School Attendance Review Board (SARB) meetings and coordinating this with the LCSO Juvenile Crimes Investigator.
8. Networking and maintaining communications with other allied agencies to identify potential problems or safety threats related to visitors, parents and students of a school campus.
9. Performing periodic review of campus visitor logs to identify potential threats, such as wanted persons on school grounds.
10. Identification of available resources for obtaining name and address information of responsible parties for students at each campus to facilitate a prompt response to reports of missing or exploited children.
11. Identification of individuals living near school sites that are engaged in the sale, or use of controlled substances / alcohol for appropriate reporting for enforcement action.
12. Coordination of the use of the Sheriff's Office Special Enforcement Detail and K-9, for narcotics detection and searches on school grounds.
13. Provide students with presentations related to topics including, but not limited to, safety, drug and alcohol prevention, truancy, bullying and suicide prevention.
14. Keep school principals informed of all intervention and enforcement activities that occur on their campus to the extent permitted by law and LCPD policies.

15. Coordinate all intervention and enforcement efforts with the site principals, accepting direction and suggestions when appropriate and reasonable.

B. OBLIGATIONS OF KELSEYVILLE UNIFIED

1. Office Space and Materials:

Kelseyville Unified shall provide the School Resource Officer with the following:

- a. An office space of reasonable size and configuration that is secure from general access of students and staff, yet within the school campus.
- b. Materials suitable for conducting day to day business related to the function of the Department and the Participating Agencies, such as an office desk, desk chair, guest chair, telephone system, office equipment, etc. and materials as identified by each involved entity for completion of the objective.

2. Coordinated Efforts: School staff and school administrators will be expected to coordinate their efforts with the School Resource Officer, specifically as it pertains to issues of open communications between agencies, school site safety and emergency preparedness planning and training, as well as other reasonable needs as identified.

3. Payment: Kelseyville Unified shall reimburse the Lake County Probation Department the sum of \$86,000.00 per fiscal year which equates to approximately 92% of the cost of one Deputy Probation Officer without overtime. The first TERM of this Memorandum of Understanding is from February 1, 2022 through June 30, 2022, accordingly, payment for that first half year will be \$43,000.00. Payment is to be based on the number of hours

worked by the School Resource Officer. The Lake County Probation Department shall be responsible for the remainder of the payroll costs.

C. TERM

The term of this Memorandum of Understanding shall be from February 1, 2022 through June 30, 2022. However, either party may terminate the agreement with thirty (30) days written notification to the other. On July 1st of each year, the term shall automatically renew for an additional year, up to a maximum of two additional years, unless terminated first by either party, or unless this Agreement is amended to modify the term.

D. ACCOUNTABILITY

1. While working with Kelseyville Unified, the parties agree that the School Resource Officer is not a school or school district employee. The School Resource Officer shall remain under the control of and accountable to the Department and shall be subject to the rules and regulations of the Department as well as to the policies and procedures of the County of Lake.
2. The Department has an established command structure and each School Resource Officer shall adhere to that "Chain of Command." Therefore, the School Resource Officer will report directly to their assigned Senior Probation Officer, who in turn will report and receive direction from the Chief Deputy, Assistant Chief or Chief Probation Officer.
3. Kelseyville Unified understands that the Department has established a zero tolerance toward violence on any campus, satellite campus, school bus, or any other area or vehicle involved in school activity.
4. Kelseyville Unified understands that the Department has established a zero tolerance toward the use of alcohol or drugs on any campus, satellite campus, school bus, or any

other area or vehicle involved in school activity.

5. By establishing and accepting this Memorandum of Understanding, the Department and Kelseyville Unified agree that the School Resource Officer assigned maintains his/her authority to enforce all local, state and federal laws within the boundaries of the County of Lake, the State of California, and the United States of America.

E. INFORMATION SHARING

Any information that may lawfully be shared between the Department and Kelseyville Unified will be allowed, as permitted by law. However, requests for information regarding matters of confidentiality shall be regulated by the originating agency as required by law. Each party shall recognize the needs associated with such requests and shall work diligently to accommodate the other whenever possible.

F. EVALUATION OF THE PROGRAM

The Chief Probation Officer or his designee, in conjunction with Kelseyville Unified's Superintendent, or his/her district designee, shall evaluate the effectiveness of this program on an annual basis at the conclusion of the fiscal year end and/or the school year end.

G. HOLD HARMLESS AND INDEMNIFICATION

1. The Department shall indemnify, defend, and hold harmless Kelseyville Unified, its officers, agents, and employees from any loss, liability, claim, injury, or damage arising out of, or in conjunction with, the performance of the duties and obligations of the Department and its employees as set forth in this Memorandum of Understanding.

2. Kelseyville Unified shall indemnify, defend, and hold harmless the Department, its officers, agents, and employees from any loss, liability, claim, injury, or damage arising out of, or in conjunction with, the performance of the duties and obligations of Kelseyville Unified and its employees as set forth in this Memorandum of Understanding.

H. INSURANCE

The Department and Kelseyville Unified shall each maintain its own liability insurance coverage against any claim of civil liability arising out of the performance of this Memorandum of Understanding.

I. MODIFICATION

The provisions of this Memorandum of Understanding may be modified, waived, or added only by an instrument in writing and executed by both parties.

J. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake
Lake County Probation Department
201 South Smith Street
Lakeport, California 95453

Kelseyville Unified School District
4410 Konocti Road,
Kelseyville, CA 95451

K. ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Agreed to this ____ day of _____, 2022.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

KELSEYVILLE UNIFIED SCHOOL
DISTRICT

Chair, Board of Supervisors

Dave McQueen, Superintendent

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____

