

**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 Sheriff's Office (hereinafter referred to as "Sheriff's Office") and the Kelseyville Unified School District, (hereinafter referred as "Kelseyville Unified").

WHEREAS, the Sheriff's Office and Kelseyville Unified each recognize that the assignment of a deputy sheriff to act as a School Resource Deputy at Kelseyville Unified will benefit both the Sheriff's Office and Kelseyville Unified as well as the general public of Lake County; and

WHEREAS, the presence of a deputy sheriff as a School Resource Deputy 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 Sheriff's Office and Kelseyville Unified mutually desire to set forth the terms and conditions pursuant to the Sheriff's Office will assign a deputy sheriff to work as a School Resource Deputy at the Kelseyville Unified campuses.

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

**A. SCOPE OF SERVICES PROVIDED BY THE SHERIFF'S OFFICE**

The Sheriff's Office shall assign one deputy sheriff to be the School Resource Deputy at Kelseyville Unified. Staffing shall be one (1) full-time regular deputy Monday through Friday, for each scheduled school day during the regular and summer school sessions, from 8:00 a.m.

to 4:00 p.m. The Sheriff's Office will specifically assign the School Resource Deputy to Kelseyville Unified, and agrees that the assignment will only change in the event of an unforeseen emergency situation. Staffing levels experienced by the Sheriff's Office will not be considered an emergency situation.

The School Resource Deputy's duties may include the following:

1. Identifying optimal response routes and potential staging areas for law enforcement, fire/EMS for critical incidents that may occur at different locations on local school campuses. Continually review & evaluate Emergency Action Plans and departmental responses.
2. Response and investigation of all reported or observed criminal activity, or suspicious incidents occurring on designated school grounds, or involving students of the assigned districts.
3. 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.
4. Networking with the California Highway Patrol, or other allied law enforcement agencies to assist with traffic safety enforcement when needed.
5. Coordination of enforcement efforts with the Lake County Probation Department for consistent and continual criminal and status offense investigation.
6. Responsibility for providing crime prevention materials and training to school staff and faculty as needed or requested.
7. Providing scheduled training related to law enforcement to students.
8. Participating in presentations to students, such as career days or other related activities, and assisting in their scheduling and presentation with the LCSO Administrative Division.
9. Offering assistance at School Attendance Review Board (SARB) meetings and coordinating this with the LCSO Juvenile Crimes Investigator.

10. 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.
11. Performing periodic review of campus visitor logs to identify potential threats, such as restraining order violations, or wanted persons on school grounds.
12. 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 students.
13. Identification of individuals living near school sites that are engaged in the sale, or use of controlled substances / alcohol for appropriate focused enforcement action.
14. Coordination of the use of the LCSO Special Enforcement Detail and K-9, for narcotics detection and searches on school grounds.
15. Reviewing all risk management protocols. If no such protocols exist, or if additional planning is identified, then establishing a school site risk management plan with reporting procedures and guidelines.
16. Reporting any unsafe or hazardous, non-criminal conditions to school administrators immediately and document to whom the condition was reported and when.
17. Attending school board meetings for additional security when a potential threat or danger has been identified, or as necessary for the position.
18. Ensuring that he/she knows the location of utilities within the school sites of their assigned district; such as propane tanks, fuel storage tanks, water mains, telephone junction access panels and electric panels.

#### B. OBLIGATIONS OF KELSEYVILLE UNIFIED

##### 1. Office Space and Materials:

Kelseyville Unified shall provide the School Resource Deputy 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

Lake County Sheriff's Office 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 Deputy, 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: The amount to be paid by Kelseyville Unified to the Sheriff's Office is based on the goal of both parties to have the School Resource Deputy present on campus each of the 180 days in the school year, plus any additional days scheduled for the summer session. Kelseyville Unified agrees to pay a base rate of \$120,000 per year to offset the cost of the salary, benefits, required Peace Officers Standards and Training (POST) training and overtime of the School Resource Deputy. Overtime hours worked by the School Resource Deputy, at the request of Kelseyville Unified, in excess of 100 hours shall be calculated at the rate of time and one half and paid in addition to the base rate. The Sheriff's Office shall be responsible for tracking and calculating the hours the School Resource Deputy worked.

#### C. TERM

The term of this Memorandum of Understanding shall be from July 1, 2018 through June 30, 2019. However, either party may terminate the agreement with thirty (30) days written notification to the other.

#### D. ACCOUNTABILITY

1. While working with Kelseyville Unified, the parties agree that the Lake County Sheriff's Office School Resource Deputy is not a school or school district employee. The School Resource Deputy shall remain under the control of and accountable to the Sheriff's Office and shall be subject to the rules and regulations of the Sheriff's Office as well as to the policies and procedures of the County of Lake.
2. The Sheriff's Office has an established command structure and each School Resource Deputy shall adhere to that "Chain of Command." Therefore, the School Resource Deputy will report directly to their assigned Sergeant, who in turn will report and receive direction from the Lieutenant, Enforcement Division Commander.
3. Kelseyville Unified understands that the Sheriff's Office 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 Sheriff's Office 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 Lake County Sheriff's Office and the Kelseyville Unified agree that the School Resource Deputy 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 Sheriff's Office 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 Lake County Sheriff or his designee, in conjunction with the Kelseyville Unified Superintendent or his/her 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 Sheriff's Office 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 Sheriff's Office and its employees as set forth in this Memorandum of Understanding.
2. Kelseyville Unified shall indemnify, defend, and hold harmless the Sheriff's Office, 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

Each party to this Memorandum of Understanding shall maintain an insurance policy or shall be self-insured against any and all claims, suits, demands, losses, damages, causes of action, and liability of every kind, including, but not limited to, personal injury, loss of life, or property damage arising out of each party's respective performance of its obligations under 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 Sheriff's Office  
1220 Martin 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 19th day of June, 2018.

A handwritten signature in blue ink, appearing to read "David McQueen", written over a horizontal line.

David McQueen, Superintendent  
Kelseyville Unified School District

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Brian L. Martin, Sheriff  
Lake County Sheriff's Office  
County of Lake