



AGENDA

JOINT CITY/CLOVERDALE UNIFIED SCHOOL DISTRICT SUBCOMMITTEE MEETING

Meeting Date: Monday, May 16, 2022
Meeting Time: 4:30 p.m.
Meeting Location: Cloverdale High School – Makers Space

IMPORTANT

**THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC.
THE MEETING WILL BE ALSO BROADCASTED VIA TELECONFERENCING OR OTHER ELECTRONIC MEANS**

In order to minimize the spread of the COVID 19 virus, this Regular Meeting will be conducted pursuant to the provisions of AB 361.

Members of the subcommittee may be participating in the meeting remotely via teleconferencing or other electronic means consistent with AB 361. If you would like to provide public comment, we encourage you to submit them via email to the City Clerk: Mike Maloney mmaloney@ci.cloverdale.ca.us.

Please refer to the end of the agenda for instructions on how to view the meeting and provide public comment using Zoom: <https://us02web.zoom.us/j/83115847537>

Subcommittee Members and City Staff:

Chair Joe Palla, Councilmember	School Board President Ashley Lopus White
Vice Chair Todd Lands, Mayor	School Board Member Preston Addison
City Manager David Kelley	School Superintendent Betha MacClain
Asst. City Manager/CDD Kevin Thompson	

- 1. Call to Order:**
- 2. Public Comment:** Members of the public may comment on any item not on this agenda. Attendees will be muted until they are called upon for Public Comment. To make a public comment, use the “raise hand” 🙋 icon on your smart device or desktop computer, or dial *9 if you are using just your telephone. Please listen carefully for the Chair or City Clerk to address you by name (or phone number) and for the audible Zoom notification that you have been unmuted. Once you begin your public comment, your three (3) minutes will begin.
- 3. Communications:** Committee may discuss written communications sent to Committee Members since the last Subcommittee meeting.
- 4. Approval of Minutes:** Meeting of February 7, 2022
- 5. Current Items for Discussion:**
 - Update on Cooperative Agreement Review by City School Ad Hoc
 - Update on MOU for School Resource Officer
 - Update on Storm Drain Project Healdsburg Avenue at Citrus Fair
 - Identify and Discuss Traffic Safety Issues for Safe Routes to Schools
 - Update on High School Students Assisting/Working as a School Crossing Guard (Chair Palla)
 - Student Lifeguard Certification Program (Chair Palla)
 - City/School Attorneys Update on Mitigating Development Impacts on the School District (Chair Palla)

6. Standing Items / Items Continued from Last Meeting:

- a) Update on Cloverdale Community Pool
- b) Update on Thyme Square Storm Water Alternatives Analysis
- c) Update on School Facility Improvements
- d) Update on Proposed Housing Projects and Future Growth - Kevin Thompson

7. Information Only Memos/Announcements:

8. Future Agenda Items:

9. Pending Items:

10. Good of the Order:

11. Adjournment: Next meeting date scheduled for Monday, July 18, 2022, at 4:30 p.m.

****IMPORTANT NOTICE REGARDING THIS SUBCOMMITTEE MEETING****

PLEASE NOTE

This Meeting will be conducted pursuant to the provisions of AB 361.

In order to minimize the spread of the COVID 19 virus, please do the following:

- Attendees may join the meeting through the use of Zoom at: www.zoom.us/join using **Webinar ID: 831 1584 7537** or by **dialing US: +1 669 900 6833** and entering **Webinar ID: 831 1584 7537** or directly at: <https://us02web.zoom.us/j/83115847537>
- Attendees will be muted until they are called upon for Public Comment. To make a public comment, use the “raise hand” 🙋 icon on your smart device or desktop computer, or dial *9 by telephone. Please listen carefully for the Chair or City Clerk to address you by name (or phone number) and for the audible Zoom notification that you have been unmuted. Once you begin your public comment, your three (3) minutes will begin.
- If you would prefer to submit public comment in writing, please email your comments to mmaloney@ci.cloverdale.ca.us. If you are commenting on a specific agenda item or items, please state the agenda item number(s) in the subject line of the email. All comments received via email will be provided to the Subcommittee in writing and included as a part of the record of the meeting.
- The City of Cloverdale thanks you in advance for taking all precautions to prevent spreading COVID 19.

CERTIFICATION – Pursuant to Government Code § 54954.2, the agenda for this meeting was properly posted on or before 5:00 p.m., 5/12/2021.



DRAFT MINUTES

JOINT CITY/CLOVERDALE UNIFIED SCHOOL DISTRICT SUBCOMMITTEE MEETING

Monday, February 7, 2022

Subcommittee Members and City Staff:

Vice Chair Joe Palla, Councilmember	School Board President Preston Addison
Chair Todd Lands, Mayor	School Board Member Ashley Lopus White
City Manager David Kelley	School Superintendent Betha MacClain
Assistant City Manager/CDD Kevin Thompson	

1. **Call to Order:** The meeting was called to order at 4:30 p.m. All members of the Subcommittee were present.
2. **Public Comment: None**
3. **Communications: None**
4. **Approval of Minutes:** Special Meeting of November 29, 2021: The minutes were approved on a motion by President Addison and second by Vice Chair Palla.
5. **Current Items for Discussion:**
 - a) Facilities Collaboration between City and School District
City Manager Kelley distributed the 2017 agreement. Superintendent McClain provided input. A new safety issued has been discovered. Vice Chair Palla asked for more time to review the document and expressed concern about leaving the City out of the conversation. He suggested scheduling a work session.
 - b) Identify and discuss Traffic Safety Issues for Safe Routes to Schools
The Committee discussed the School Crossing Guard program and traffic safety issues. Vice Chair Palla discussed alternatives to assigning police officers to cover when crossing guards are absent. Superintendent MacClain outlined the possibility and challenges of using high school students. She suggested the City post the crossing guard vacancy, and the District will refer volunteers. Vice Chair Palla would like the Committee to consider additional alternatives, including dedicated floaters to cover vacancies and scheduling guards for either the morning or the afternoon instead of shift bisecting the guards' day. Superintendent MacClain noted the possibility of expanding work hours for instructional positions by adding crossing guard duties. City Manager Kelley noted the operational challenges in covering absences.
 - c) This item was addressed under agenda item e.
 - d) Update on Cooperative Agreement Review by City School Ad Hoc Committee
Superintendent MacClain stated the Committee touched on the agreement under the Facilities Use item.

The Committee discussed the need for a provision on the use of District buses and other vehicles in cases of emergencies. City Manager Kelley stated an indemnification clause should be included also.

Superintendent MacClain stated the diversion program is underwritten by a grant that funds a position similar to a Police Officer who also has social work training. They would like to continue this program and have Officer Luigi make a presentation to the Committee. This was a stop gap for not having a campus resource officer. Vice Chair Palla stated the Budget Committee should consider the feasibility of a full-time budgeted position. He believes it was proposed as a shared cost. Vice Chair Palla stated a non-sworn community service officer may be an alternative, but would not have all the authority of a sworn officer. Another alternative is

to consider a full-time officer interested in the assignment. He requested that this item return to the Subcommittee.

- e) Streamlining the Permit Process for School related projects and activities (Vice Chair Palla)
City Manager Kelley stated the City is reaching out to the District regarding opportunities to continue to collaborate. Applications are received by the District, and initial comments must be provided to the developer within 30 days in keeping with the Permit Streamlining Act.
- f) High School Students assist/working as School Crossing Guards – Update (Vice Chair Palla)
Vice Chair Palla stated that this was discussed under agenda item b.
- g) Student Lifeguard Certification Program (Vice Chair Palla)
Vice Chair Palla would like to get high school junior and senior students interested. School Board Member White stated that the application process should be simplified for students. Superintendent MacClain stated that this provides training and work experience opportunities for students. Vice Chair Palla stated he would contact the YMCA to get more lifeguards for the pools. City Manager Kelley stated he would request a presentation for the Committee’s next meeting regarding interest in becoming certified.
- h) City School Attorneys Update on mitigating new development impacts on the School District: No additional status report.

6. Standing Items / Items Continued from Last Meeting:

- a) Update on Broadband Access within the Community
City Manager Kelley stated that guidelines are still being finalized by the California Public Utilities Commission in terms of the grant funding. However, the League of California Cities is looking for projects serving underserved communities. The City has the opportunity to evaluate areas for grant applications, including parks and the downtown corridor.
- b) Update on Cloverdale Community Pool: No additional status update
- c) Update on MOU for School Resource Officer: No additional status update
- d) Update on Thyme Square Storm Water Alternatives Analysis: No status update
- e) Update on School Facility Improvements: No additional status update
- f) Update on Proposed Housing Projects and Future Growth
Assistant City Manager Thompson reported that the Baumgardner Final Map will be considered on February 23. Phase 1 construction may begin this summer. The number of apartment units has been reduced from 160 to 100.

Superintendent MacClain stated that there was never a “will serve” agreement with the School District, and the developer did not produce a document the District requested for review. Since her arrival, the developer has stated willingness to grade the south property for District infrastructure if the timing aligns.

7. Information Only Memos/Announcements:

Superintendent MacClain announced the Chamber will extend invitations for the February 16th ribbon cutting for Jefferson and Washington Schools.

8. Future Agenda Items: No additional items discussed.

9. Pending Items: No additional items discussed.

10. Good of the Order: No additional items discussed.

11. Adjournment: The regular meeting of March 21, 2022 has been cancelled due to Spring Break. The meeting adjourned at 6:15 p.m.

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLOVERDALE UNIFIED SCHOOL
DISTRICT AND
CITY OF CLOVERDALE
(REVISED)**

This Memorandum of Understanding and Cooperative Agreement (“MOU”) by and between the City of Cloverdale, (“City”), through its Police Department (“Department”), and the Cloverdale Unified School District (“District”), is entered into this ____ day of _____ 20__ for the purposes and in the manner set forth below. Together the City and the District are collectively referred to as the “Parties.”

WHEREAS, the Cloverdale Police Department (“Department”) and the Cloverdale Unified School District (“District”) desire to provide a safe and secure teaching and learning environment for all students and staff within the City of Cloverdale by protecting life and property; and

WHEREAS, ensuring the safety of students and staff on school campuses in Cloverdale is a priority of the District and the Department. Campus security will be enhanced by the presence of a police officer that will interact with the students in both a positive and proactive manner; and

WHEREAS, in addition, a police officer on campus will help improve relations between the Department and the youth of the community; and

WHEREAS, the District and the City desire to enter into this MOU setting out their expectations and responsibilities in achieving the mutual objective of providing a safe and secure teaching and learning environment for all students and staff.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Department and the City agree as follows:

A. Cloverdale Police Department School Resource Officer-Role and Responsibilities.

1. To provide enforcement, prevention, and intervention by:
 - a. Providing one uniformed police officer presence (the "School Resource Officer") at Cloverdale High School, Washington Middle School, Jefferson Elementary School, and JEH Continuation School (collectively, the "Campuses").
 - b. Responding to all law enforcement-related matters as they occur during regular school hours while the School Resource Officer is on campus and able to do so.
 - c. Documenting all incidents of crime that occur upon the Campuses

as per Department regulations, performing the necessary follow-up investigations as needed to identify perpetrators of crime, and performing any follow-up on cases as deemed necessary by the Department.

- d. Attending various sporting events and school activities at the Campuses as needed for proactive enforcement, interaction, and presence.
 - e. Attending truancy meetings and other parent conferences as requested or needed.
2. To work with Campuses' staff in matters of mutual concern, such as preventing alcohol, drug use and vaping on the Campuses; staff and student safety on and off campus; gang related violence and crime; criminal trends; campus intruders and damage or loss of property.
 3. To provide a liaison in the following areas: point of contact for CPS, home visitations, district-wide critical response plan training, school safety plans, SARB and training of faculty, and campus supervisors.
 4. Conduct preventative educational programs in the classrooms related to gangs (G.R.E.A.T) and drugs (D.A.R.E).
 5. Present increased visibility and supervision on the Campuses and surrounding neighborhoods to deter criminal activity and promote positive relationships between the schools, surrounding neighborhoods, and the Department.
 6. The City reserves the right of control over the School Resource Officer in all regards, including, but not limited to, discipline, employee evaluations, job duties, temporary relocating, and the hiring, retention or termination of the School Resource Officer.

B. Cloverdale Unified School District's Role and Responsibility:

1. To ensure student welfare on the Campuses; develop procedures to handle campus safety concerns; establish and follow procedures for referring the involvement of the School Resource Officer; and to cooperate with and support in a proactive manner the Department.
2. The District recognizes that the School Resource Officer is a sworn California law enforcement officer who will comply with all required training mandates, Departmental perishable skills training, federal and state laws, local ordinances, and all Department rules and regulations.
3. The position of the School Resource Officer will be under the sole supervision of the Department as an employee of the City, with direct reporting to the Chief of Police of the City.
4. The District shall provide the following in cooperation with the Department for

the School Resource Officer:

- a. As available, an office space of reasonable size and configuration that is secured against general access of students and staff;
- b. Materials suitable for conducting day to day business related to the function of the Department such as an office desk, chair, guest chair, telephone system, office equipment, computer, and any other materials as identified by each involved entity;
- c. Keys and maps to all facilities within the District which depict exit routes and safety staging locations;

C. Sick/Injury/Emergency Absences:

The Department will provide general law enforcement services to the District via the Department's patrol division whenever the regularly assigned School Resource Officer is temporarily unable to provide services due to illness, injury, vacation, or emergency leave, or when called away to perform other duties that preclude the assigned School Resource Officer's presence at the Campuses. In the event of such occurrence, calls for service will be handled based on need in relation to other demands for the Department's services.

D. Schedule:

The School Resource Officer's schedule will be flexible, to the extent that is reasonable to accommodate meetings and other after school activities; however; in the event the Department falls below minimum staffing levels as outlined in its policy and procedures, and on occasions to backfill for vacations, training and illness, the School Resource Officer will be reassigned as needed by the Department. District will be given at least 7 days advance notice if SRO is reassigned to backfill vacations or training.

The School Resource Officer's workday/week schedule for the school year will generally consist of either Monday-Thursday 7:30 a.m. to 3:30 p.m. or Tuesday-Friday 7:30 a.m. to 3:30 p.m. with the remaining (2) hours assigned to patrol (the "Schedule"). The School Resource Officer will have weekends off and is subject to working patrol shifts during school holidays in accordance with the Schedule.

The School Resource Officer will be reassigned to patrol during spring and summer break. The School Resource Officer will be assigned to patrol shifts as needed and is not subject to shift sign-ups in accordance with current practices.

The School Resource Officer will be allowed access to compensatory time off and vacation in accordance with the provisions of the Cloverdale Police Officer's Association Memorandum of Understanding as it currently exists or may be amended in the future.

E. Funding:

The District agrees to pay a portion of the cost of the School Resource Officer including wages and benefits in the amount of Fifty Thousand Dollars (\$50,000) per school year beginning August 2022 through June 2027. The District agrees to pay the lump sum of (\$50,000) within 60 days of the start of each school year during the contract period.

City agrees to pro-rate first year funding Twenty-Five Thousand Dollars \$25,000 (August 2022-January 2023) to offset the SRO vacancy due to hiring and training of the new officer.

City agrees to pay the remaining portion of School Resource Officer costs per year during the contract period.

The District agrees to pursue grant opportunities to staff and fund a full-time School Resource Officer. The District agrees to pay the grant award amount of a School Resource Officer position to the City for each school year, as negotiated if awarded a grant(s).

F. Joint Legal/Financial Responsibility:

The City and District agree to assume equal responsibility for any and all loss or damages caused by or related to activities and services rendered by the School Resource Officer. This joint responsibility is intended to cover any circumstance, whether it pertains to an injury to the School Resource Officer or to a third party, or any damage to property whether it be District or City property, or property of a third party. To the extent feasible, the District and the City shall cooperate in the investigation, defense and payment, where appropriate, of any and all claims and legal costs.

Except as provided above, the City and District shall otherwise each defend, indemnify, and hold harmless each other and their respective officers, employees, and agents for and against any claim, action, loss, settlement, or judgment arising out of the acts or failure to act of that party or its officers, employees, or agents.

G. Term and Termination:

This MOU will be effective _____, 2022, and extend through June 30, 2027.

This MOU may be terminated at any time upon thirty days (30) written notice to the Party against who the right to terminate is being exercised.

The City may terminate this MOU at any time without prior notice in the event the District has failed to make timely a payment of reimbursement. A Payment shall be deemed to be untimely if it has not been received by the

City within sixty (60) days of becoming due. In the event of termination pursuant to the provisions in this paragraph, the District will be obligated to make payments for services performed and expenses incurred to the date of termination.

H. Sole Agreement of the Parties:

This MOU contains the sole agreement of the Parties relating to the School Resource Officer and correctly sets forth the rights, duties and obligations of each Party to the other Party. Any prior agreements, promises, oral statements, negotiations, or representations not expressly set forth in this MOU are of no force or effect.

I. Amendments Not Valid Without Additional Written Agreement:

No alterations or variations in the terms of this MOU shall be valid unless made in writing and signed by both Parties.

J. No Waiver:

The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or the breach of any other requirement of this Agreement.

K. Severability:

If any term or provision of this MOU is found to be illegal or unenforceable, then, notwithstanding any such term or provision, this MOU shall remain in full force and effect, and such term or provision shall be deemed stricken.

L. Independent Parties.

City and District are and at all times shall be considered entirely independent parties. The City and the District will each act in an independent capacity and not as officers, employees, or agents of the other. No Party shall have the right to control the other, except as expressly referenced in this MOU. Nothing in this MOU establishes, constitutes or shall be construed to establish or constitute a partnership, agency, or employment relationship between the Parties. Person(s) providing services under this MOU will remain the employees of their respective agencies, and will not be employees of the other.

CITY OF CLOVERDALE:

DATE:

x _____
David J. Kelley, City Manager

__/__/__

APPROVED AS TO FORM:

x _____
Jose M. Sanchez, City Attorney

__/__/__

CLOVERDALE UNIFIED SCHOOL DISTRICT:

DATE:

x _____
Betha MacClain, Superintendent

__/__/__

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