

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SANTA CLARA UNIFIED SCHOOL DISTRICT**

This agreement (“Agreement”) is made by and between the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), and Santa Clara Unified School District, a Public School District, with its principal place of business located at 1889 Lawrence Road, Santa Clara, California, 95051 (“School District”). City and School District may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

WHEREAS, The City of Santa Clara strives to assist and provide community oriented police services to the students, staff and parents of the City of Santa Clara; and,

WHEREAS, The City Police Department has developed the B.R.A.V.E. (Building Respect, Awareness, and Values through Education) program to maintain a positive relationship between law enforcement and youth in 4th grade classes in the City of Santa Clara and in the School District ; and,

WHEREAS, B.R.A.V.E. curriculum addresses current issues, including but not limited to, responsibility, communication, peer pressure, bullying, cybersecurity and substance awareness; and,

WHEREAS, a pilot program was tested at 7 schools in the School District during the 2024-2025 school year and adjustments to curriculum were made based on program surveys and teacher feedback; and,

WHEREAS, the City and the School District share a desire to continue build community through the B.R.A.V.E. program.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. SERVICES TO BE PROVIDED

The School Services Unit of the City of Santa Clara Police Department will provide 8 weeks of the B.R.A.V.E. curriculum to the 4th grade students at School sites located within the City.

B.R.A.V.E. Officer(s) can provide awareness and training for School Staff in the areas of responsibility, communication, peer pressure, bullying, cybersecurity and substance awareness if requested by the Santa Clara Unified School District.

The B.R.A.V.E. Officer(s) are supervised by the School Services Sergeant who will make periodic visits to the classroom to observe the effectiveness of the Officer(s), his/her presentations and ancillary activities.

The School Services Sergeant will evaluate the B.R.A.V.E. program based on site visits, staff feedback and School District feedback and adjust programing as appropriate.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on August 1, 2025, and terminate on June 30, 2026, with the option of two (2) one-year extensions.

3. PAYMENT AND FEES

The School District shall pay to the City the cost of services provided at a rate of \$161 per student enrolled in class on the first day of instruction for the first year, fiscal year 2025/26. Each subsequent year will include a 3% escalator: \$165 per student for fiscal year 2026/27, \$170 per student for fiscal year 2027/28.

Payment due by June 15 each fiscal year.

4. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the School District agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become legally liable arising from School District's sole negligence, or in proportion to the School Districts comparative fault.

City agrees to protect, defend, hold harmless and indemnify the School District and its affiliates, directors, trustees, officers, agents, and employees, from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which School District shall become legally liable arising from City's sole negligence, or in proportion to City's comparative fault.

5. INSURANCE

The School District shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by School District employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage shall be

obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The School District shall maintain and provide evidence of worker's compensation coverage as required by law. The School District shall provide City upon request with evidence of the insurance or equivalent self-insurance required under this paragraph.

City shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by City's employees. School District acknowledges and accepts city's Statement of Self-Insurance, attached hereto.

6. INDEPENDENT CONTRACTOR

The City and all person(s) employed by City to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of the School District. The City has full rights to manage its employees in their performance of Services under this Agreement.

The School District and all person(s) employed by the School District who may participate in the Services do not act as agent(s) or employee(s) of the City. The School District has full rights to manage its employees in connection with this Agreement.

7. FAIR EMPLOYMENT

The School District and City shall comply with all applicable Federal, State, and local non-discrimination laws and maintain all licenses required by State, Federal and local governments and regulatory agencies.

8. TERMINATION AND NOTICE

This Agreement may be terminated by either party upon thirty (30) days' written notification to the other party. Such notice shall be deemed given in writing deposited in the United State mail, postage prepaid, return receipt requested, addressed to the other party at the address set below:

To School District: Dr. Damon J. Wright, Superintendent
Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95052

To City: Cory Morgan, Chief of Police
City of Santa Clara
601 El Camino Real
Santa Clara, CA 95050

Upon termination, payment will be due only for services provided by City.

9. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“City”

SANTA CLARA UNIFIED SCHOOL DISTRICT
PUBLIC SCHOOL DISTRICT

Dated: 10/9/2025

By (Signature): 

Name: Mark A. Schiel

Title: Deputy Superintendent / CBO

Principal Place of

Business Address: 1889 Lawrence Road, Santa Clara, CA 95052

Email Address: mschiel@scusd.net

Telephone: (408) 423-2000

“School District”

SANTA CLARA UNIFIED SCHOOL
DISTRICT BOARD APPROVED ON
OCTOBER 9, 2025