

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SWEETWATER UNION HIGH SCHOOL DISTRICT  
AND  
CITY OF CHULA VISTA  
FOR  
SCHOOL RESOURCE OFFICER PROGRAM**

**MISSION STATEMENT:** It is the mission of the Sweetwater Union High School District in concert with the Chula Vista Police Department to provide a safe, secure, orderly and effective teaching and learning environment for all students and staff within the Sweetwater Union High School District and the City of Chula Vista by protecting life and property.

Ensuring the safety, welfare, and best possible educational opportunities of students and staff on school campuses in Chula Vista is a priority to the school administration and the Police Department. Campus security will be increased by the presence of police officers who will interact with the students in both a positive and proactive manner. Police officers on campus will help improve relations between the Police Department and the youth of the community.

On-campus, School Resource Officers will focus on maintaining a positive partnership with students and staff, providing early intervention services to secondary school youth and overall improved community relations through partnership, prevention, intervention, education and progressive enforcement strategies.

The goal of the School Resource Officer program is to enhance the safety, security and success of the District's scholastic and interscholastic institutions by maintaining close, consistent and productive relationships with students, their families, and District staff.

As a result, the Sweetwater Union High School District and the City of Chula Vista Police Department agree to undertake the following responsibilities and expectations to achieve these mutual objectives:

**A. SCHOOL DISTRICT'S ROLE AND RESPONSIBILITY:**

1. Ensure student welfare portal to portal;
2. Develop procedures to handle campus safety issues;
3. Develop emergency response procedures;
4. Develop a School Safety Plan;
5. Establish and follow procedures for referring School Resource Officer involvement;
6. Cooperate with and support in a proactive manner the City of Chula Vista Police Department School Resource Officers' efforts to work with students, school personnel, parents and the community.

## **B. SCHOOL RESOURCE OFFICERS' ROLE AND RESPONSIBILITY:**

1. To provide prevention/intervention by:
  - a. Providing a highly visible uniform police officer presence on the campuses of the Sweetwater Union High School District that are located in Chula Vista.
  - b. When available attend parent conferences/meetings when requested to foster positive relationships and to ensure the safety of students, their families, and District staff. Parties mutually intend to annually hold at least one (1) jointly-planned District, student forum and two (2) jointly-planned District community forums regarding school safety, security and policing, including review of relevant District, school, and community impact data as agreed to by the parties, once meetings can be held in person.
  - c. When available assist Student Attendance Review Board (S.A.R.B.) meetings by providing law enforcement intervention or action as needed in collaboration with the District
  - d. Assisting the School District in scheduling security activities as needed.
  - e. When available, being the first response in all law-enforcement related matters, respond to police calls for service and requests for assistance from students and staff occurring during regular school hours.
  - f. When available attending various sporting events and school activities during regular school hours as needed for proactive enforcement and interaction to provide for a preventative presence, student and staff interactions, and enforcement as appropriate.
  - g. When available document all incidents of crime as per Department regulations.
  - h. Assisting with developing and revising school security procedures and emergency response drills as requested.
  - i. Assisting the school's safety committee in developing the School Safety Plan.
  - j. Comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act and related California law.
  - k. Treat all individuals with fairness, respect and dignity in equally enforcing the laws and providing equal service to the public, regardless of immigration status, race, ethnicity, gender, religious beliefs or any other protected class.
  - l. Not enforce immigration laws.
  - m. Not gather, share or distribute any information related to any student's (or student's family members) immigration status for the purposes of immigration enforcement.
  - n. Creating and maintaining channels of productive communication with students and families.
  - o. Collaborating and planning service and support with school site principal and District Leadership.
  - p. Working with community agencies to enhance school and student success through proactive intervention services, alternatives to detention, wraparound-style services and other programs to reduce illegal conduct,

enhance rehabilitation, and reduce the involvement of criminal justice systems.

- q. Working with school staff and District leadership in matters of mutual concern such as prevention and intervention in the areas of alcohol and drug use on campus, tobacco and vaping education and prevention, marijuana and cannabis education and prevention, initiatives to enhance the safety of students and staff on campus, anti-bullying campaigns, reduction and prevention of violence and crime, reduction of campus intrusion, eliminating human trafficking, cyber safety for youth, and loss and/or damage to property and to provide a data bank of efforts made throughout the year for comparison to previous years and for future growth.
  - r. Working with parent/teacher groups as needed throughout the District.
  - s. Assisting with evaluating and investigating both internal and external security concerns or threats of violence to students, staff, and campuses.
  - t. Scheduling security education and enhancement activities as needed.
  - u. Focusing and intervening with students in at-risk situations, in the best interests of the students, their families, and the school.
  - v. Discouraging illegal acts on or against school campuses and their staff and students by providing high visibility of uniformed police officer presence on the campuses of the Sweetwater Union High School District.
  - w. Collaborating with the School District and coordinating with the City's Homeless Outreach Team, by offering social services options to homeless student population to address chronic absenteeism.
2. Assisting investigative personnel of the Chula Vista Police Department who are assigned to the various school sites with continuing and ongoing investigation and preliminary investigation of criminal activity within the affected schools.
  3. Continuing to work with school staff and District personnel in matters of mutual concern such as:
    - a. Education and training.
    - b. Prevention and intervention in the areas of alcohol and drug use on campus.
    - c. Safety of students and staff on campus.
    - d. Maintain student confidentiality by ensuring compliance with the Family Educational Rights Privacy Act (FERPA).
    - e. Gang-related violence and crime.
    - f. Campus intrusion, and loss and/or damage to property.

### **C. PERFORMANCE:**

Either party may request an informal meeting to discuss any concern regarding compliance with the Roles and Responsibilities listed above. Parties agree to conduct such meeting no later than 10 work days after the request.

**D. TIME FRAME:**

This Memorandum of Understanding shall become effective July 1, 2022 for a one year period ending June 30, 2023. This Memorandum of Understanding may be extended for two (2) additional one-year periods upon written approval of both parties. Either party shall have the right to cancel this Memorandum of Understanding upon 90 days advance written notice during the term of this agreement.

**E. SPAN OF CONTROL/JURISDICTION:**

Prevention/education/training/proactive activities will take place at Alta Vista Academy, Alternative Education, Bonita Vista High School, Bonita Vista Middle School, Castle Park High School, Castle Park Middle School, Chula Vista Adult School, Chula Vista High School, Chula Vista Middle School, Eastlake High School, Eastlake Middle School, Hilltop High School, Hilltop Middle School, MAAC Community Center, Olympian High School, Options Secondary, Otay Ranch High School, Palomar High School, Rancho Del Rey Middle School, STEP and at public meeting places within the respective communities as it relates to the Sweetwater Union High School District activities. The officers will remain under the direction and control of the Chula Vista Police Department.

**F. RESOURCE:**

Resource and local management will be coordinated at:

Sweetwater Union High School District  
Attn: Dr. Vernon Moore, Chief Compliance Officer  
1130 Fifth Avenue  
Chula Vista, CA 91911  
(619) 691-5564

City of Chula Vista Police Department  
Attn: Chief Roxana Kennedy  
315 Fourth Avenue  
Chula Vista, CA 91910  
(619) 691-5150

**G. COST:**

In order to maintain the School Resource Officer Program, in 2010 the Sweetwater Union High School District agreed to pay for services of one Police Agent and four Police Officers who were assigned to the School Resource Officer program. The Chula Vista Police Department funded a Police Sergeant who supervised the program.

Recent discussions with the Police Department and School District showed that the actual personnel costs of School Resource Officers has been increasing since 2010-

2011, while the cost reimbursed by the School District has remained the same. The actual cost incurred by the Police Department for School Resource Officers assigned to the Sweetwater Union High School District in 2020-2021 will total \$834,391, but the costs reimbursed by the District remained \$500,000 (the same amount since 2010-2011). This equates to a 38% reduction in funding for the District's School Resource Officer Program (as outlined in Exhibit A, SUHSD SRO Financial Analysis FY12-22).

Both parties acknowledge that reduced funding, coupled with increased community demand for emergency public safety services elsewhere, will reduce the Police Department's capacity to provide non-emergency services to the Sweetwater Union High School District. As a result of reduced funding, the number of Police Officers assigned to the Sweetwater Union High School District will be reduced from four Police Officers to three Police Officers for 2021-2022 and beyond.

The cost to the Sweetwater Union High School District will remain \$501,000 in 2022-2023.

Should the District desire to increase the number of dedicated School Resource Officers, the Police Department can provide revised cost estimates for reimbursement in accordance with the number of officers requested.

This Memorandum of Understanding shall be effective July 1, 2022. Upon execution of this Memorandum, the Sweetwater Union High School District, upon invoicing, will pay to the Finance Director of the City of Chula Vista, the agreed amount in quarterly installments. If the agreement is canceled as herein permitted, the City shall return forthwith to the District the portion of such payment allocable to the period of the term subsequent to the effective date of cancellation.

#### **H. NO INDEPENDENT BASIS FOR LIABILITY:**

Nothing herein shall create, by this or other Agreement between the parties, an independent basis for liability of the City to either the District or to a third party for failing to respond, for responding to a call for police services in an alleged dilatory or negligent manner, or for any action or omission by a Police Department employee pursuant to this Agreement. The City's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

#### **I. COMPLIANCE WITH APPLICABLE LAW**

The City and the District, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City whether now in force or subsequently enacted. Similarly, the City shall comply with all applicable rules, regulations, and policies of the District, including policies regarding student confidentiality that are consistent with local, state, and federal law.

**J. AUTHORITY TO EXECUTE:**

The signatures below warrant that they have the legal authority to enter into this MOU and bind their respective parties to the rights and obligations herein.

SWEETWATER UNION  
HIGH SCHOOL DISTRICT

CITY OF CHULA VISTA  
POLICE DEPARTMENT

By: \_\_\_\_\_  
Dr. Jenny Salkeld, Chief Financial Officer

By: \_\_\_\_\_  
Roxana Kennedy, Police Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Jennifer Carbuccia, General Counsel

By: \_\_\_\_\_  
Glen R. Googins, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approval Date:

Agenda Item:



APPROVED

**August 8, 2022****Board Item - H.-1.****Issue:**

Memorandums of Understanding and Agreement for School Resource Officer (SRO) services for the 2022-2023 school year.

**Superintendent's Recommendation:**

Approve/ratify renewal of Memorandum of Understanding (MOU) between the Sweetwater Union High School District (SUHSD) and the City of Chula Vista and the Agreement with the City of National City, for School Resource Officer services, for the 2022-2023 school year.

**Analysis:**

The Police Departments of Chula Vista and National City provide uniformed School Resource Officers for all district schools in those jurisdictions. The school resource officers under contract with SUHSD, and their respective agencies, enable the district to provide a safe, secure, and orderly learning environment for students and staff. The presence and pro-active support of law enforcement has greatly enhanced school security. School Resource Officers provide campus security and police follow-up; attendance at parent meetings and student events; and participate on the School Attendance Review Board (SARB) and School Safety Committees when available.

The total cost to the Sweetwater Union High School District for participation in the School Resource Officer program with the Chula Vista Police Department will remain at \$500,000, for the 2022-2023 school year. The Chula Vista Police Department will fund the Police Sergeant who supervises the program and one agent to provide further support. Three (3) resource officers will be assigned to district schools located within the City of Chula Vista. In addition, police security services will be needed for Rainbow Graduation in December 2022 (date and location to be determined) at an additional security cost not to exceed \$1,000.00.

The City of National City will provide the services of one (1) fully dedicated School Resource Officer, funded by the district, plus one (1) officer paid for by the city, whose services will be allocated based on calls for service between the district and the National School District. Lastly, the City will also pay and provide the services of a Sergeant who will oversee the SRO program at Sweetwater High, National City Middle and Granger Junior High Schools. Total cost to the district will be \$203,763, for the 2022-2023 school year.

This Board Agenda Item supports LCAP Goal 2, safe and healthy learning environment, because it helps to provide safer campuses for students and staff.

For questions regarding this board item, please contact Dr. Vernon Moore at (619) 691-5533 or [vernon.moore@sweetwaterschools.org](mailto:vernon.moore@sweetwaterschools.org).

**Fiscal Impact:**

City of Chula Vista	\$501,000
City of National City	\$203,763

Expenditure not to exceed \$704,763, to be paid from the LCAP Fund, Resource Code: 0900.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> <a href="#">CVPD MOU</a>	Backup Material
<input type="checkbox"/> <a href="#">NCPD Agreement</a>	Backup Material
<input type="checkbox"/> <a href="#">15. Formation &amp; Approval of Consent Agenda - AUDIO CLIP - 08 08 22</a>	Cover Memo

**REVIEWERS:**

Department	Reviewer	Action	Date
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8/9/22, 1:57 PM

Student Services  
Student Services  
Student Services  
Student Services

Vicedo, Deanne  
Vicedo, Deanne  
Vicedo, Deanne  
Vicedo, Deanne

Coversheet

Rejected  
Approved  
Approved  
Approved

8/3/2022 - 5:08 PM  
8/4/2022 - 8:54 AM  
8/4/2022 - 8:53 AM  
8/4/2022 - 11:54 AM