

**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, 2023 ending June 30, 2025. 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,
 Assistant Superintendent of Educational Equity and Support Services
 1130 Fifth Avenue
 Chula Vista, CA 91911
 (619) 691-5533

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

G. COST:

The Sweetwater Union High School District agrees to pay \$597,290 annually for the term of this agreement (2023-2024 and 2024-2025) for services of one half (.5) of a Police Agent and three (3) Police Officers who are assigned to the School Resource Officer Program. This is the total annual cost of the staff, excluding pension costs. Parties acknowledge that this may not be one hundred percent (100%) of the costs of the staff for 2024-2025, but acknowledge that the Parties will revisit to cover one hundred percent (100%) of staff costs before the 2025-2026 contract renewal. Parties

acknowledge that the City of Chula Vista covers one hundred percent (100%) of the cost of one (1) School Resource Officer Sergeant, one (1) unit secretary, and a variety of required equipment, training, supplies, management and overhead costs dedicated to this program.

This Memorandum of Understanding shall be effective July 1, 2023. 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: _____
Jill D.S. Maland, Acting City Attorney

Date: _____

Date: _____

Board Approval Date:

Agenda Item: