

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
AND  
CITY OF CHULA VISTA  
FOR  
SCHOOL RESOURCE OFFICER PROGRAM**

**MISSION STATEMENT:** It is the mission of the Chula Vista Elementary School District (District) in concert with the City of Chula Vista (City) acting through its Police Department to provide a safe, secure, orderly and effective teaching and learning environment for all students and staff within the District and the City.

Ensuring the safety, welfare, and the best possible educational opportunities is a priority for the District and the City. On-campus, School Resource Officers (SROs) will focus on maintaining a positive partnership with students and staff, providing early intervention services to elementary school youth and overall improved community relations through partnership, prevention, intervention, education, and progressive enforcement strategies. The City and the District will also focus on developing and strengthening cooperative partnerships with educational institutions, public safety resources, and community-based support organizations to provide for early intervention and holistic, wrap-around social support services to reduce or prevent future challenges and to enhance effective learning for students.

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

As a result, the District and the City agree to undertake the following responsibilities and expectations to achieve these mutual objectives:

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

1. Ensure student welfare portal to portal; home to school, school to home and school to school.
2. Develop procedures to handle campus safety issues;
3. Develop emergency response procedures;
4. Develop Comprehensive School Safety Plans;
5. Comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act and related California law.
6. Establish and follow procedures for referring SRO involvement;
7. Cooperate with and support in a proactive manner the SROs' efforts to work with students, school personnel, parents, and the community;
8. Conduct an annual Hanover Survey to District stakeholders who participate voluntarily to inquire about SRO experiences, comments, and/or concerns.

**B. CITY'S ROLE AND RESPONSIBILITY:**

1. Work with each site principal, staff and community members to help continue safe, drug-free, and productive educational experiences for students of the District.
2. Respond to police calls for service and requests for assistance from students and staff as they occur during regular school hours, SRO regular work hours will be Monday through Friday from 6 a.m. to 4 p.m. and after 4 p.m. as needed to respond to school related calls for service. After hour threat assessments will be evaluated by officers from the Patrol Division.
3. Create and maintain channels of productive communication with students and families. Through open lines of communication, SROs will work with the District to strengthen relationships between students, parents, and school staff.
4. Collaborate and plan service and support with school site principal.
5. Work with community agencies to enhance school and student success through proactive intervention services, alternatives to detention, wrap-around services, and other programs to reduce illegal conduct, enhance rehabilitation, and reduce the involvement of criminal justice systems.
6. Work with school staff and District personnel 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, 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.
7. Work with parent/teacher groups as needed throughout the District.
8. Officers assigned to the District shall be provided specialized training for SROs in accordance with standards set by the California Commission on Peace Officer Standards and Training and in accordance with the policies and practices of the City's Police Department. Although specific training topics may vary, SROs should be provided with specialized knowledge in a variety of topics unique to their assignment such as de-escalation strategies and techniques, education and awareness of implicit bias, capacity to expand 21st century policing and cross-cultural competencies, strategies to prevent bias against black, indigenous, and other people of color (BIPOC), communication strategies to enhance the SRO's abilities to foster positive relations with youth, an understanding of contemporary challenges faced by youth, methods and resources to assist youth in fulfilling their on-campus and off-campus needs, strategies to work collaboratively with teachers and school administrative staff, and capabilities to enhance a network of local resources to assist students with unmet needs.
9. Evaluate and investigate both internal and external security concerns or threats of violence to students, staff, and campuses and provide guidance to the District regarding the same.
10. Schedule security education and enhancement activities as needed.

11. Attend parent conferences/meetings to foster positive relationships and to ensure the safety of students, their families, and District staff as available during SRO work hours noted above.
12. Assist Student Attendance Review Board (S.A.R.B.) meetings by providing Law Enforcement intervention or action in collaboration with the District.
13. Collaborate with the District, site principal, and staff to focus and intervene with students in at-risk situations, in the best interests of the students, their families, and the school.
14. Comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act and related California law.
15. When available, attend various sporting events and school activities as needed to provide for a preventative presence, student and staff interactions, and enforcement as appropriate.
16. Document all incidents of crime as per department regulations.
17. Discourage 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 District.
18. 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, LGBTQ+ identification, religious beliefs or any other protected class.
19. Not enforce immigration laws.
20. 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.
21. Collaborate with the District and coordinate with the City's Homeless Outreach Team, by offering social services options to homeless student population to address chronic absenteeism.
22. Upon request, present an annual report at a Board of Education meeting that highlights the SRO program (including intervention/service call data and cost analysis of contracts).
23. Collaborate with the District to explore potential data collection capabilities to analyze and, upon request, present an annual report at a Board of Education Meeting that highlights SRO calls, activities, referrals, and responses.
24. SROs have all successfully completed an in-depth background review that is required under California Peace Officer Standards and Training (POST). This includes fingerprinting. City will ensure SROs would otherwise be eligible for employment by the District.

### **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 workdays after the request.

**D. COMPLIANCE WITH THE LAW:**

- a. Child Abuse and Neglect. The City shall maintain a signed statement by all personnel required to sign such a statement under the child abuse/neglect reporting laws, acknowledging their training and understanding of the mandated reporting requirements regarding observed or suspected cases of child abuse. The City shall comply with all legal requirements related to child abuse and neglect, including those described in California Penal Code section 11164, *et seq.* When filing a child abuse report, City shall include in the report, the name, telephone number, and address of the District identified, as stated in the Notices section of this Agreement.
- b. Compliance with Laws. During the term of the Agreement, City and the District shall comply with all applicable federal and state laws and regulations, including all child abuse and neglect reporting requirements and all other laws and regulations not expressly referenced in this Agreement. The City shall further comply with any and all applicable District Board Policies and Administrative Regulations (available through the District's website.) Peace Officers are mandated reporters and SRO's have been trained in child abuse reporting laws. Any use of force by an officer must be lawful and within policy. In the event City retains a subcontractor or subcontractors to provide any services described in this Agreement, City agrees that each subcontractor will comply with the terms of this Agreement, including this section.

**E. CORPORAL PUNISHMENT PROHIBITIONS:**

The City shall not utilize any intervention that is designed to, or likely to, cause physical pain; release noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to an individual's face; utilize any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma; utilize restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities (except as permitted by law); locked seclusion (except as permitted by law); utilize any intervention that precludes adequate supervision of the individual; or, utilize any intervention which deprives the individual of one or more of his or her senses. Any use of force by an officer must be lawful and within policy.

**F. TIME FRAME AND TERMINATION:**

This MOU shall become effective July 1, 2023, for an initial 12-month period ending June 30, 2024. This MOU 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 MOU upon ninety (90) days' advance written notice during the term of this agreement.

Either party may terminate this Agreement at any time for the other party's breach of its obligations under the Agreement. Upon issuance of Notice of Termination of

Agreement for Cause, the party receiving such Notice shall immediately discontinue all services described under this Agreement and return any and all information, materials, and other property. Notwithstanding the foregoing, the Parties may, but are not required to, provide a notice of deficiencies and opportunity to cure prior to terminating the Agreement for cause.

#### **G. SPAN OF CONTROL/JURISDICTION:**

Prevention/education/training/proactive activities will take place at all schools in the District located within the City limits of Chula Vista. The SROs shall remain employees of the City, under the direction and control of Police Department's leadership, and shall adhere to the mission, values, policies and practices of the City and its Police Department. Requests for work assignments will be developed by District Human Resources and individual school sites and will be issued to the SRO Sergeant of the Chula Vista Police Department, who will thereafter direct the SROs to respond appropriately to the requests. SROs will be jointly selected by District and City staff.

#### **H. RESOURCE:**

Resource and local management will be coordinated at:

Chula Vista Elementary School District  
Attn: Jason Romero  
84 East J Street  
Chula Vista, CA 91910  
(619) 425-9600

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

#### **I. COST:**

In order to maintain the SRO Program, the District has agreed to pay for services of four Police Officers and 50% of the services of one Police Agent who are assigned to the SRO program. The City will fund the Police Sergeant who supervises the program. The cost to the District will be \$764,647 in 2023-2024 (as outlined in Exhibit A).

Upon execution of this Memorandum, the District, upon receipt of an invoice, will pay to the Finance Director of the City, the agreed amount in quarterly installments. If the agreement is canceled as herein permitted, the City shall return to the District the portion of such payment for services that were not rendered prior to cancellation.

**J. INDEMNIFICATION:**

The City hereby indemnifies, defends, and holds harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the City and/or its subcontractor(s). The City shall have no obligation to indemnify, defend, or hold harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the District's sole negligence or willful misconduct.

The District hereby indemnifies, defends, and holds harmless the City, its elected officials, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the District, its employees, agents, independent contractors, consultants, and other representatives. The District shall have no obligation to indemnify, defend, or hold harmless the City for the City's sole negligence or willful misconduct.

This indemnity section shall survive the termination of the Agreement and is in addition to any other rights or remedies that the District and/or City may have under the law or this Agreement.

**K. INSURANCE**

During the entire term of this Agreement and any extension or modification thereof, the City shall keep in effect, at its sole expense, a policy (or policies) of general liability insurance, including contractual liability coverage, professional liability, sexual and molestation, and auto liability coverage of owned and non-owned vehicles used by Service Provider in relation to the performance of services under this Agreement with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name the District as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Agreement for which City is required to indemnify the District under section 24 of this Agreement. If City maintains higher limits than the minimums required by law or this Agreement, the District shall be entitled to coverage for the higher limits. Any available insurance proceeds in excess of the legal minimum limits of insurance and coverage shall be available to the District.


No later than the Effective Date of this Agreement, City shall provide the District with satisfactory evidence of insurance. The insurance maintained by City shall include a provision for the provider to send written notice of cancellation or modification to City at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such insurance may contain the same notice requirement for the District. If the insurance provider is only required to send such notice to City, the City shall provide the District written notice of cancellation or adverse material modification within one business day after receiving notice from the insurer. The City shall, at its own cost and expense, procure and maintain insurance under California's Workers' Compensation laws.

**L. 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. Notwithstanding the forgoing, the City acknowledges that, to be effective, this MOU must be approved by the District's Board of Education.

CHULA VISTA ELEMENTARY  
SCHOOL DISTRICT

CITY OF CHULA VISTA

By:   
Dr. Eduardo Reyes  
Superintendent

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

Date: 8/14/23

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

Approved as to form:

By: \_\_\_\_\_  
Megan McClurg, Acting City

Attorney

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

EXHIBIT A

**FY 2024 Estimated Costs for School Resource Unit - CVESD**

Object	Object Description	Cost per Officer	Cost of SRO Agent	4 SROs and 0.5 Agent		TOTAL
				Cost of 4 SROs	50% cost of Agent	
6001	Salaries	\$115,096	\$133,320	\$460,384	\$66,660	\$527,044
6121	Differential - Bilingual	\$0	\$0	\$0	\$0	\$0
6131	Differential - Education	\$514	\$3,600	\$2,056	\$1,800	\$3,856
6161	Laundry Allowance	\$300	\$300	\$1,200	\$150	\$1,350
6201	Flex/Insurance	\$19,881	\$19,881	\$79,524	\$9,941	\$89,465
6211	PERS	\$24,205	\$25,084	\$96,820	\$12,542	\$109,362
6221	Medicare	\$1,681	\$1,990	\$6,724	\$995	\$7,719
6242	Retiree Medical Trust	\$1,200	\$1,200	\$4,800	\$600	\$5,400
6251	Workers Comp	\$4,480	\$5,062	\$17,920	\$2,531	\$20,451
	<b>PERSONNEL COSTS</b>	<b>\$167,357</b>	<b>\$190,437</b>	<b>\$669,428</b>	<b>\$95,219</b>	<b>\$764,647</b>

*NOTE: The City fully funds the cost of one SRO Sergeant.*

FY24 COST		
6001	Salaries	\$142,311
6121	Differential - Bilingual	\$2,400
6131	Differential - Education	\$4,800
6161	Laundry Allowance	\$300
6201	Flex/Insurance	\$19,881
6211	PERS	\$28,120
6221	Medicare	\$2,172
6242	Retiree Medical Trust	\$1,200
6251	Workers Comp	\$5,676
	<b>FY24 SERGEANT COSTS</b>	<b>\$206,860</b>



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Ratify Memorandum of Understanding with the City of Chula Vista for School Resource Officer Services for the 2023-24 School Year

    X     Action

                     Information

**BACKGROUND INFORMATION:**

The Chula Vista Elementary School District (District) and the Chula Vista Police Department (CVPD) are committed to providing a safe, secure, and orderly learning and teaching environment for students and staff. To accomplish this goal, the CVPD will provide 100% of the services of four School Resource Officers (SROs) and 50% of the services of one Police Agent at all District school sites including the five charter schools located in the City of Chula Vista. The SRO program’s mission is to develop and maintain a positive partnership with the District, other agencies, and community groups through prevention, intervention, education, and enforcement.

**ADDITIONAL DATA:**

Officers assigned to the District shall be provided specialized training for SROs in accordance with standards set by the California Commission on Peace Officer Standards and Training and in accordance with the policies and practices of the City’s Police Department. Although specific training topics may vary, SROs should be provided with specialized knowledge in a variety of topics unique to their assignment such as de-escalation strategies and techniques, education and awareness of implicit bias, capacity to expand 21<sup>st</sup> century policing and cross-cultural competencies, strategies to prevent bias against black, indigenous, and other people of color, communication strategies to enhance the SROs abilities to foster positive relations with youth, and understanding of contemporary challenges faced by youth, methods and resources to assist youth in fulfilling their on- and off-campus needs, strategies to work collaboratively with teachers and school administrative staff, and capabilities to enhance a network of local resources to assist students with unmet needs.

The District will cooperate and support the efforts of the CVPD SROs to work with students, school personnel, parents, and the community. SROs will work with site principals, staff, and community members to provide safe, secure, and drug-free learning environments for District students. When requested, SROs will attend various meetings/conferences, intervene with students in at-risk situations, schedule security activities, provide first response in all law enforcement-related matters as they occur during regular school hours, provide high visibility of uniformed police officer presence on District campuses, and collaborate with CVESD to coordinate with the City of Chula Vista's Homeless Outreach Team to offer social services options to the homeless student population to address chronic absenteeism, as well as other duties outlined in the Memorandum of Understanding (MOU) that was developed for this partnership. This MOU is for the 2023-24 school year, with an option to extend for two additional one-year periods upon written approval of both parties.

Additional information is available for review in the Office of the Area Assistant Superintendent of Instructional Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

The District and CVPD have been partners in the SRO program for many years. The annual cost to the District was \$715,326 for the 2022-23 school year for four Police Officers and 50% of the services of one Police Agent. The cost to the District to continue with the current contract of four Police Officers and 50% of the services of one Police Agent for the 2023-24 school year will be \$764,647, which is an increase of \$49,321. The CVPD funds the cost of the SRO Sergeant, who supervises the SRO program. The District allocates a portion of the costs to the Charter schools.

Costs for the SRO program will be paid from the General Fund and the five dependent Charter Schools located in the City of Chula Vista.

**STAFF RECOMMENDATION:**

Recommend approval of four Police Officers and 50% of the services of one Police Agent.