

**CITY OF OCEANSIDE
AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

**PROJECT: MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE
CITY OF OCEANSIDE AND THE VISTA UNIFIED SCHOOL DISTRICT;
DOCUMENT NO. 25-D0288-1**

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING (hereinafter "Amendment"), dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Vista Unified School District hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Memorandum of Understanding dated June 4, 2025, reference No. 25-D0288-1 and attached hereto as Exhibit A, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and modifications to the terms of the Agreement.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 2. Scope of Work.
 - a. 2 (H). Under Section 2. (H), Student Information Systems Access, establishes the terms and conditions under which School Resource Officer(s) (SROs), and their Supervisor, assigned to Vista Unified School District schools may be granted access to the District's student information system (Aeries) for legitimate educational and safety purposes.
 - b. Scope of Access:
 - i. Access shall be limited to the SRO(s), and their Supervisor.
 - ii. SROs shall have view-only access to designated student data necessary for performing their school-based duties, including but

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not limited to:

1. Student schedules and class locations;
2. Parent/guardian contact information;
3. Emergency contact details;
4. Attendance information; and
5. Safety-related alerts or court orders (e.g., restraining orders).

c. Conditions for Access

- i. SROs may access Aeries information only for purposes directly related to maintaining campus safety, supporting emergency response, or assisting with student welfare concerns.
- ii. Access shall be limited to the minimum information necessary to perform the task at hand.
- iii. Routine access or broad searches of student records are not permitted.
- iv. Access is not authorized for use in external criminal investigations unrelated to school safety or without prior coordination with the District.

d. Compliance with Privacy Laws

- i. All access and use of student data shall comply with:
 1. The Family Educational Rights and Privacy Act (FERPA);
 2. California Education Code provisions governing student records; and
 3. District Board Policy and Administrative Regulations on student data privacy and confidentiality.

e. Authorization and Oversight

- i. Access shall be approved and managed by the District's Executive Director of Student Support Services and Director of Information Technology (or designees).
- ii. Each SRO and Supervisor shall receive an individual login credential, which must not be shared.
- iii. The District will conduct periodic audits of system access and usage.
- iv. Either party may revoke access at any time for noncompliance or when the officer's assignment changes.

2. Section 13. **PROTECTION OF PERSONAL INFORMATION.**

"Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as

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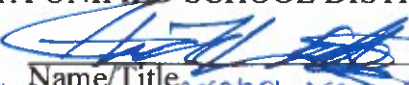
more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.

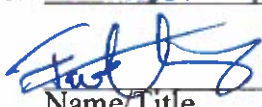
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

VISTA UNIFIED SCHOOL DISTRICT

By: 
Name/Title: Dr. Shawn T. Loescher, Assistant Superintendent
Date: November 14, 2025

By:  chief of police
Name/Title: _____
Date: 12/6/25

Employer ID No. _____

CITY OF OCEANSIDE

By: _____
City Manager
Date: _____

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego)

On Nov. 17, 2025 before me, Lillian E. Lopez, Notary Public
(insert name and title of the officer)

personally appeared Shawn Thomas Loescher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lillian E. Lopez (Seal)

