

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF OCEANSIDE
AND
THE VISTA UNIFIED SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING, hereinafter designated as the “MOU” or “Agreement”, is made and entered into this _____ day of _____ 2025, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “City,” the OCEANSIDE POLICE DEPARTMENT, hereinafter designated as “OPD”, and the **VISTA UNIFIED SCHOOL DISTRICT**, hereinafter designated as “District” or “VUSD”, which includes the eight VUSD school campuses physically located within the City of Oceanside, hereinafter designated collectively as “Campuses” and individually as “Campus”.

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of California; and

WHEREAS, the District is a unified school district organized and operated under Section 35000, et seq., of the Education Code in San Diego County, California; and

WHEREAS, school districts and cities are public agencies as defined in section 6500 , *et seq.* of the California Government Code; and

WHEREAS, said governing bodies are authorized to enter in agreements to jointly exercise power with each other, pursuant to Government code sections 6502 and 6503 within or without their territorial limits; and

WHEREAS, it is the desire of the City and the District to jointly develop, manage, promote and maintain safe and crime-free Campuses by providing a uniformed police presence in the form of the Oceanside Police Department’s existing School Safety Enhancement Team, hereinafter designated as “Team”; and

WHEREAS, the Team also provides educational and instructional classes to students, parents and school staff on safety and health topics to promote crime-free school Campuses; and

WHEREAS, it is the desire of the City and the District to enter into this MOU for the purpose of negotiating the parameters, terms and conditions of the Team's services;

NOW THEREFORE, the City and the District agree to cooperate with each other as follows:

1. TERM OF AGREEMENT. The term of this MOU shall be **from July 1, 2025, to June 30, 2028**. The MOU may be renewed for an additional period, not to exceed one year, upon the written consent of both parties to this Agreement, prior to the MOU's termination on June 30, 2028. This MOU may be terminated by either party with a (30) days written notice submitted to the contacts designated in this Agreement.

2. SCOPE OF WORK. The City and District recognize that a member of the Team will be assigned full-time to the Campuses to foster school safety and education- related projects during the normal school year under the following terms:

A. Number of Officers. The City and District agree as follows regarding the Team's presence at the Campuses:

- a. When feasible, one (1) sworn, fully-equipped officer, per OPD job description, with a marked patrol vehicle will be assigned to the Campuses. The Officer will be funded by the District.
- b. OPD will provide supervision for the Team.
- c. OPD retains full authority and discretion in the selection, supervision and assignment of its personnel to the Team. OPD welcomes input from VUSD staff into the process, but does not defer or confer any authority to VUSD in the selection, supervision and assignment of OPD personnel.
- d. OPD and VUSD will collaborate in assessment of the Team program on a yearly basis.

All sworn peace officer Team members will remain current on their training requirements and responsibilities in order to retain their peace officer status.

B. Time Periods.

- a. The normal school year is defined as that period of time between August and June when school is in session. It includes holidays when students are not present on Campus but school district staff is required to report to work.
- b. From mid-June through early August, when summer school is in session, the City retains the discretion to provide officers on a reduced basis and based on patrol officers' availability, but at no time will the District not have access to an officer,. During this time, OPD retains the ability to modify the Team's schedule, allowing more flexibility in hours and work days.
- c. The City also retains the discretion to redeploy any Team officers without written or oral notice to the District, for emergency reasons. An emergency reason includes, but is not limited to: crime spree, civil unrest, acts of terrorism and other unforeseen critical incident situations that may arise.

C. Team Responsibilities. The City agrees that the Team will:

- a. When feasible, and based on the assigned Officer's schedule, provide a uniformed police presence on a daily basis during the normal school year, as agreed upon in Section 2.B, as a crime and violence deterrent.
- b. Assist each Campus with creating a school safety plan and emergency guidelines to be used during critical incidents;
- c. Provide on-going crisis response assessments at the Campuses.
- d. Provide assistance with incidental law enforcement occurrences.
- e. Provide educational and instructional classes to students, parents, and school staff.
- f. When the Officer assigned to VUSD is off duty, it is OPD's responsibility to provide an alternate point of contact for non-emergency situations; this point of contact will be the School

Enhancement Team Sergeant or the non-emergency number to Dispatch.

- g. When feasible and not in conflict with City or Department training, policy, or other requirement, attend District mandated training such as Restorative Practices, Implicit Bias, Trauma Informed, and Social/Emotional Awareness, and other training in support of the program.

The Team will be deployed at the District's high school and middle school facilities that are located within the City.

D. District Responsibilities. The District agrees to:

- a. Provide the personnel necessary for effective communication and exchange of ideas between the District and Team;
- b. When feasible, provide a private and designated office and workspace, at all locations, necessary for the Team to facilitate their duties, including, but not limited to, adequate workspace, necessary office equipment and audio/visual resources;
- c. Provide classroom space and "release" time for district staff to participate in Team programs;
- d. Provide appropriate space and notification to District personnel for Team meetings involving District site staff.

E. Cost.

- a. For one (1) officer set forth in Section 2.A.a, the District will reimburse the City as follows:
 - 1) An amount estimated to be \$292,882 for the 2025-2026 school year, plus any police officer pay raises that go into effect during the life of this Agreement.
 - 2) An amount estimated to be \$303,362 for the 2026-2027 school year, plus any police officer pay raises that go into effect during the life of this Agreement.

- 3) An amount estimated to be \$312,341 for the 2027-2028 school year, plus any police officer pay raises that go into effect during the life of this Agreement.
 - 4) The amounts in 2.E.a.1), 2), and 3) are subject to adjustment at time of invoicing based upon calculation of actual expenses incurred.
- b. For the 2025-2026 school year, the District will pay the actual invoiced expenses, which will be due on a quarterly basis on the 15th day of October, January, April and July.
 - c. For the 2026-2027 school year, the District will pay the actual invoiced expenses, which will be due on a quarterly basis on the 15th day of October, January, April and July.
 - d. For the 2027-2028 school year, the District will pay the actual invoiced expenses, which will be due on a quarterly basis on the 15th day of October, January, April and July
 - e. The District agrees to pay additional costs related to negotiated pay raises, if pay raises occur, for the positions outlined in Section 2.A.a during the term of this Agreement. The foregoing payments shall be pro-rated if any of the Team position remains vacant for more than 30 days.
 - f. Pursuant to City Administrative Directives AD-40, AD-35, and AD-37, the District shall be responsible for general administrative overhead costs of the program and fleet management which include fleet maintenance and replacement, support services such as information technology, Tri-Tech public safety system, hardware and software replacement, and Computer Aided Dispatch (CAD). Said administrative overhead costs are set by AD-40 at the rate of 11% of the overall personnel costs.

F. Special Events – Cost and Terms - In addition to the above cost the District agrees to pay for one or more officers to attend pre-designated special events directly or indirectly sponsored by the District. These events include, but are not limited to, football games, basketball games, school dances, graduations, Board Meetings as requested by the District, Officer call-outs due to school safety, and for the extension of the Officer's shift due to school-related incidents. Any modifications to the pre-designated events shall be pre-approved by the District security manager and an OPD supervisor or designee. These approvals must be complete before OPD personnel are authorized to attend the event. To ensure resources, it is VUSD's responsibility to provide an event calendar thirty (30) days in advance for all activities outside the normal school hours.

Any events attended by an officer outside of their normal work schedule will be compensated at time and one half of their normal hourly rate. These costs are in addition to the yearly calculated rate and will be borne solely by the District. Officers may accrue compensatory time off in lieu of paid overtime, subject to department policy. The use of compensatory time off will be approved at the discretion of the department. The District will reimburse the City within thirty (30) days of receipt of an invoice for these services.

G. Excess Funding: If new grant funds become available and are applicable to Team officers within the City, those funds may be applied by the City to the Team program in such manner to reduce the cost paid by the City and the District equally.

3. POLICE USE OF SCHOOL FACILITIES. Through an approved Facilities Usage Request, OPD may periodically engage in training exercises using VUSD property and/or facilities. While OPD is using VUSD's property or facilities for training OPD officers, OPD agrees to indemnify and hold harmless VUSD and its officers, agents, and employees, against any claim, action or proceeding for damages to persons or property arising out of the negligent acts or omissions of OPD, or its employees, agents, or others in connection with the usage of the VUSD property/facilities, except for those claims arising from the sole negligence or willful misconduct of VUSD, or its officers, agents or employees. OPD agrees to this provided that, within 72 hours, VUSD notifies the City of Oceanside of any claim, action or proceeding and cooperates fully in the defense. City's indemnification shall also include any and all costs of defense so long as the Oceanside City Attorneys' Office is retained as counsel of record. The City of Oceanside is lawfully self-insured under Section 900 of the California Governmental Code, and

as such, self-administers, defends, settles and pays third party claims for bodily injury, personal injury, death and/or property damage. Excess coverage is provided through CSAC-EIA. Protection under this program is warranted to meet or exceed \$1 million, combined single limit, per occurrence. Additionally, the City is permissively self-insured for Workers' Compensation under California law.

4. **OFFICER ACCESS.** It is understood and agreed by all parties that nothing in this Agreement shall change or modify the existing procedures, rights and privileges afforded law enforcement under state and federal law to maintain a presence on school campuses and conduct law enforcement investigations and activities.

5. **NO AGENCY CREATED.** District's relationship to the City shall be that of an independent agency. The District shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City Manager. District shall be solely responsible for the performance of any of its employees, agents, or consultants under this Agreement. City shall be solely responsible for the performance of any of its employees, agents and consultants under this Agreement.

6. **INDEMNIFICATION.**

a. Insofar as it is legally authorized, District shall:

- i. At all times protect, indemnify and defend City against any and all loss, cost, damage, or expense arising from any accident or other occurrence to persons or property on or about District's property that occur while City uses District's property.
- ii. Insofar as it is legally authorized, District shall hold free and harmless, indemnify and defend City, members of the Oceanside City Council, boards or commissions, its employees, officers and agents, and each of them while acting as such, from all claims, loss, damages, costs, expenses or liability, which may arise by reasons of liability imposed by law because of injury to property or injury or death of persons, received or suffered as a result of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or

other improvements located on District Property, or participation in any activity carried out or sponsored by District,

- iii. However, District shall have no duty to indemnify City where City's sole and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

b. Insofar as it is legally authorized, City shall:

- i. Hold free and harmless, indemnify and defend District, members of the Board of Trustees, its employees, officers and agents, and each of them while acting as such, from all claims, loss, damages, costs, expenses or liability, which may arise by reasons of liability imposed by law because of injury to property or injury or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on City property, or participation in any activity carried out or sponsored by City,
- ii. However, City shall not indemnify District where District's sole and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

7. **FINANCIAL RESPONSIBILITY.** Each party shall carry adequate property damage and public liability insurance or be otherwise financially responsible in an amount sufficient to reasonably protect the property, facilities and activities set forth in this Agreement against claims, demands, causes of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability. Each party shall furnish the other party with proof of such financial responsibility.

8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between City and District concerning the scope of this MOU and supersedes all prior negotiations, representations, or agreements.

9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to City. The City and District shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

10. **NOTICE.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

Shawn T Loescher, Ed.D.
Assistant Superintendent Business and Support Services
Vista Unified School District
1234 Arcadia Ave
Vista, CA 92084

Taurino Valdovinos, Chief of Police
City of Oceanside
3855 Mission Ave.
Oceanside, CA 92058

Jonathan Borrego, City Manager
City of Oceanside
300 N. Coast Hwy.
Oceanside, CA 92054

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

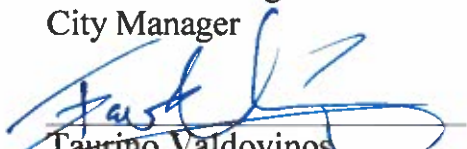
12. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City.

This MEMORANDUM OF UNDERSTANDING is executed by the duly authorized representatives of the Vista Unified School District and the City of Oceanside on the date first herein above written.

CITY OF OCEANSIDE

Jonathan Borrego
City Manager

Date



Taurino Valdovinos
Chief of Police


5/20/25
Date

ATTEST:

Zeb Navarro
City Clerk

Date

APPROVED AS TO FORM:



Nelson Candelario
Senior Deputy City Attorney

5/29/25
Date

VISTA UNIFIED SCHOOL DISTRICT



Shawn T. Loescher, Ed.D.
Assistant Superintendent Business Services

4.28.2025
Date

Appendix A
Oceanside Police Department
Police Officers' Estimated Overtime Rates 2025- 2028

Below is The City of Oceanside's 2025 – 2028 Police Officers' estimated overtime rate for special events.

This rate includes all add-on pay with the 1.45% fringe benefit being separate.

July 2025 – June 2026: $\$98.02 + 1.45\% \text{ fringe benefits} = \99.45

July 2026 – June 2027: $\$101.94 + 1.45\% \text{ fringe benefits} = \103.42

July 2027 – June 2028: $\$106.02 + 1.45\% \text{ fringe benefits} = \107.56

**Oceanside Police Officer's Association contract with the City of Oceanside will expire December 31, 2026; rates will be renegotiated and will increase after January 1, 2027. The above rates are only estimated rates.*

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 April 28, 2025 before me, Chontel Hernandez, 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

Chontel Hernandez

(Seal)

