

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

This MEMORANDUM OF UNDERSTANDING, hereinafter designated as the “MOU” or “Agreement”, is made and entered into this _____ day of June, 2026, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “City,” the OCEANSIDE POLICE DEPARTMENT, hereinafter designated as “OPD”, and the **OCEANSIDE UNIFIED SCHOOL DISTRICT**, hereinafter designated as “District” or “OUSD”.

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of California and the Oceanside Police Department hereinafter designated as “OPD” or the “Department”, is an internal department of the City; 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 **August 19, 2026 to August 18, 2029**. 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 August 18, 2029. This MOU may be terminated by either party with thirty (30) days written notice submitted to the parties designated in Section 11, below.

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

A. Officers and Overhead. The City and the District agree that the Team will consist of:

- a. Three (3) sworn, fully-equipped officers, per Department job description, with marked patrol vehicles. These three officers will be funded equally by the District and the City of Oceanside.
- b. One (1) additional sworn, fully-equipped officer (fourth School Resource Officer position), per Department job description, with marked patrol vehicle. This position will be substantially paid for through grant funding acquired by the City. This position is contingent on grant funding and officer staffing levels. Any costs over and above the grant funds will be split equally between the District and the City. If grant funds are not available for the 2026-27, 2027-28, and/or 2028-29 budget cycle, the position will be eliminated unless the District provides funding for the position. Upon notification of the lack of availability of grant funds the District has the immediate right to notify the City of an election not to fund the position.
- c. Pursuant to City Administrative Directives AD-40, AD-35, and AD-37, the District shall be responsible for general

administrative overhead costs associated with personnel and vehicles provided under this agreement. These overhead costs include:

- i. Support services, including information technology
 - ii. Hardware and software replacement
 - iii. Computer-Aided Dispatch (CAD)
- d. The Department will provide supervision for the Team. This position will not be dedicated solely to the Team and ancillary duties will be assigned to this supervisor at the sole discretion of the Department. This position will be paid for by the City.
- e. The Department retains full authority and discretion in the selection and assignment of its personnel to the School Safety Enhancement Team. The Department welcomes input from the District staff into the process, but does not defer or confer any authority to the District in the selection and assignment of Department personnel. The Department and District will collaborate in assessment of the School Safety Enhancement Team program on a yearly basis.

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. From mid-June through early August, when summer school is in session, the City retains the discretion to provide officers on a reduced basis but at no time will the District not have access to at least one officer.
- b. The City also retains the discretion to redeploy the officers, without written or oral notice to the District, for emergency reasons, e.g., crime sprees, 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. Provide a uniformed police presence on a daily basis as

- a crime and violence deterrent;
- b. Provide Crisis Response Preparation training for each campus within the District;
- c. Assist each campus with creating a school safety plan and emergency guidelines to be used during critical incidents;
- d. Provide on-going crisis response assessments at school campuses;
- e. Provide assistance with incidental law enforcement occurrences; and
- f. Remain current on their training requirements and responsibilities in order to retain their peace officer status.
- g. Notify District of scheduled absences and provide alternate point of contact for specified dates.

The Team will be deployed at the District's high school and middle school facilities.

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. Provide the office and work space 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; and
- d. Provide appropriate space and notification to District personnel for Team meetings involving District site staff.
- e. Process, preserve, and submit responsive video, together with information sufficient to establish chain of custody and to authenticate the footage, to OPD for evidence for cases that did not occur during school hours. Where OPD has direct access under Section 2.E, OPD may obtain such footage directly. The District will designate a point of contact available to respond to after-hours requests for footage where direct access is unavailable.

E. Camera Access.

- a. The District shall grant camera access to District-assigned OPD officers, to include the Team supervisor designated by the Department, for enhanced student and staff safety. If an assigned officer or the designated supervisor is absent or unavailable, the Department may designate a covering officer by written notice to the District, and the covering officer will have the same access for the duration of the coverage assignment.
- b. Camera access is intended solely for safety, security, and emergency response.
- c. Footage may be used for investigating safety incidents, criminal activity, or policy violations that implicate campus safety or security.
- d. Footage may not be used for personal, disciplinary, or non-security-related monitoring.
- e. Footage may be shared with outside law enforcement agencies only under applicable laws, subpoenas, or written district authorization. This subsection does not limit the direct access granted to District-assigned OPD officers under subsection (a).
- f. All access and use of student data shall comply, to the extent applicable, with:
 - i. The Family Educational Rights and Privacy Act (FERPA);

- ii. California Education Code provisions governing student records; and
- iii. District Board Policy and Administrative Regulations on student data privacy and confidentiality.

F. Cost:

- a. For three (3) of the four (4) officers set forth in Section 2.A.a, the District will reimburse the City as follows:
 - i. An amount estimated to be \$462,593 for the 2026-27 school year, plus any police officer pay raises that go into effect during the life of this Agreement.
 - ii. An amount estimated to be \$479,321 for the 2027-28 school year, plus any police officer pay raises that go into effect during the life of this Agreement.
 - iii. An amount estimated to be \$496,800 for the 2028-29 school year, plus any police officer pay raises that go into effect during the life of this Agreement.
- b. For the one (1) officer set forth in Section 2.A.b., the City expects to secure grant funding for 2026-27, 2027-28, and 2028-29 school years in the amount of \$103,000. The cost to the City of a police officer is estimated to be:
 - i. \$186,379 for the 2026-27 school year, leaving an estimated balance of \$83,379, which the City will split equally with the District.
 - ii. \$191,081 for the 2027-28 school year; leaving an estimated balance of \$88,081, which the City will split equally with the District.
 - iii. \$209,050 for the 2028-29 school year, leaving an estimated balance of \$106,050, which the City will split equally with the District.
 - iv. Continuation of this position shall be contingent upon the availability of grant funding for the 2026-27, 2027-28, and 2028-29 school years. Any costs over and above allocated grant funds will be divided equally between the District and the City. If grant funds are not available for the 2026-27, 2027-28, and/or 2028-29

budget cycle, the position will be eliminated unless the District provides funding for the position. Upon notification of the lack of availability of grant funds the District has the immediate right to notify the City of an election not to fund the position.

- c. 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.
- d. 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.
- e. 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.
- f. For the 2028-2029 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.
- g. The District agrees to pay additional costs related to negotiated pay raises, if pay raises occur for the positions outlined in Sections 2.A.a and 2.A.b. during the term of this Agreement. All parties acknowledge that the future of this program is contingent upon the continued availability of grant funds.
- h. Invoices sent to the District will include itemization of all actual costs as well as documentation of such costs for District review prior to payment. Invoices will be provided to the District no later than the end of each month following the end of the quarter. The

G. Special Events – Cost and Terms.

- a. In addition to the costs outlined above, the District agrees to compensate officers assigned to attend pre-designated special events that are directly or indirectly sponsored by the District. Such events include, but are not limited to, football games, basketball games, school dances, graduations, Board Meetings

as requested by the District, officer call-outs related to school safety, and extensions of an officer's shift due to school-related incidents.

- b. Pre-designated events must be outlined in the attached **Exhibit A**, which is hereby incorporated into this MOU and made a part of this MOU by this reference.
- c. Prior to attendance at any out-of-district event, delegated school leadership must provide preapproval within a reasonable timeframe prior to the event.
- d. Any modifications to **Exhibit A** shall be pre-approved by the Director of Student Services and a Department Team supervisor or designee. These approvals must be completed before Department personnel are authorized to attend the event.
- e. Any events attended by officers 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. OPD will provide the Director of Student Services with an overtime rate for each Team member to be used in cost estimates for each event.

3. POLICE USE OF SCHOOL FACILITIES. The District shall permit the Department to conduct periodic training exercises on District property and facilities. All training exercise requests shall be submitted through Facilitron. No facility use fees shall be charged to the Department for such training exercises. While Department is using District's property or facilities for training Department officers, City agrees to indemnify and hold harmless District 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 Department, its officers, agents or employees in connection with the usage of the District property/facilities for training, except for those claims arising from the sole negligence or willful misconduct of District, or its officers, agents or employees. City agrees to this provided that, within 72 hours, District notifies the City 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 Public Risk Innovation, Solutions, and Management (PRISM). 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, and further, District shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on District property 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, and further, City shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on City property 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. **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 more fully defined in California Civil Code section 1798.140. Neither party shall collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. Each party shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which it 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.

8. 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.

9. 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.

10. 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.

11. 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:

Dr. Jordy Sparks, Executive Director,
Diversity, Equity, Inclusion & Student Supports
Oceanside Unified School District
2080 Mission Ave.
Oceanside, CA 92058

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

12. 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.

13. 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 Oceanside 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

Date

ATTEST:

Zeb Navarro
City Clerk

Date

APPROVED AS TO FORM:

Nelson Candelario
Assistant City Attorney

Date

OCEANSIDE UNIFIED SCHOOL DISTRICT

Dr. Jordy Sparks
Executive Director
Diversity, Equity, Inclusion & Student Supports

Date

Exhibit A

The District agrees to pay for officers to attend pre-designated special events directly or indirectly sponsored by the District.

These events include:

- Football games
- Basketball games
- Graduation
- Winter ball
- Prom
- School District Board Meetings, as requested by the District
- Extension of Officer's shift due to school-related incidents

Any modifications to **Exhibit A** shall be pre-approved by the Director of Student Services and a Department Team supervisor or designee. These approvals must be completed before Department personnel are authorized to attend the event. Any events attended by officers 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. Prior to attendance at any out-of-district event, delegated school leadership must provide preapproval within a reasonable timeframe prior to the event. OPD will provide the Director of Student Services with an overtime rate for each Team member to be used in cost estimates for each event.