

# **FISCAL YEARS**

**2022-2023**

**2023-2024**

**MEMORANDUM OF UNDERSTANDING  
BY & BETWEEN:**

**CITY OF VISALIA**

**AND**

**VISALIA UNIFIED SCHOOL DISTRICT**

**FOR**

**VISALIA POLICE DEPARTMENT YOUTH SERVICES OFFICERS**

**ASSIGNED AS**

**CAMPUS OFFICERS AT THE MIDDLE SCHOOLS  
AND HIGH SCHOOLS**

**JULY 1, 2022**

**This MOU is entered into, and recognized as a vital working partnership agreement, on the 1<sup>st</sup> day of July, 2022 through June 30, 2024, between the City of Visalia and its Police Department, referred to as the "City", and the Visalia Unified School District, referred to as the "District".**

### **RECITALS**

**Whereas**, the Parties mutually desire to maintain Police Department **Youth Services Officers (YSOs)**, on the **District's** campuses throughout fiscal years 2022-2023; 2023-2024, for the purpose of providing police presence and services, providing support and direction to the youth and staff of the **District**, and providing criminal/juvenile investigative services.

**Whereas**, the Parties further desire to maintain **YSOs** on the campuses of the following District High Schools: Golden West High School, El Diamante High School, Mt. Whitney High School, Redwood High School; as well as the District's Middle Schools: Divisadero, La Joya, Valley Oak, Ridgeview, and Green Acres; and assign one YSO to be responsible for providing police presence and services at Sequoia High School and Creekside Community School. This represents a total of ten (10) **YSOs** assigned to the schools per this contract for the purpose of providing a police presence, police services and the delivery of criminal/juvenile investigative services.

**Whereas**, the Parties further desire, that a **Police Sergeant** be retained full time to manage, supervise and direct all **YSOs** in their day-to-day duties. This position is fully funded by the "**City**". The **YSO Sergeant** will solely function as the full-time supervisor of the **Visalia Police Department Youth Services Bureau**, which will include its **YSOs**.

**Whereas**, the **Youth Services Officer Program** by the **District** and the **City** is expected to improve the attendance, grades and behavior of the students on the campuses who have demonstrated problems at school, home and in the community.

**Whereas**, the Parties understand and agree that information sharing will advance the goals of this MOU and agree to share information including, but not limited to attendance, relevant student records, relevant health information, incident reports, and/or arrest records. Any information sharing by and between the Parties will be in strict compliance with local, state, and federal laws including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), California's Health Information Privacy laws (Code of Civil Procedure §56 *et seq.*) the California Public Records Act (Government Code § 6250 *et seq.*), and the California Constitution right to privacy (Article I, § 1) .

**Whereas**, the Parties are willing to enter into this agreement upon the terms and conditions set forth herein.

### **NOW THEREFORE BE IT AGREED AS FOLLOWS:**

#### **I. The City shall covenant or provide to the District:**

- A. Ten (10) full time **YSOs**, one each assigned to the five (5) District High Schools and the five (5) District Middle Schools specified above. The **YSO** assigned to Sequoia High School will be responsible to cover Creekside Community School.
- B. All **YSOs** will be scheduled to be at the schools of their respective assignments during the hours and times recommended by the school's principal and mutually agreed upon by the

**District** and the **City**. Those times are usually during the school day, before school, during the lunch break and immediately after the school day comes to an end.

- C. Regarding time away from work for vacations, training or other time off from campus, reasonable efforts will be made by the management of the **Visalia Police Department** to schedule the **YSOs** time off at a time which least interrupts the day-to-day operations of the assigned campus.
- D. All **YSOs** are Peace Officers as defined in the California Penal Code and are employed by the **Visalia Police Department**, answerable directly and solely to the **Chief of Police** or the **Chief's** designee and as such are supervised by Department management and his/her assigned first line supervisor.
- E. One (1) **Visalia Police Department Police Sergeant** assigned to supervise the **Visalia Police Department Youth Services Bureau**, which includes the City's **YSOs**.
- F. All persons providing the services to the **Youth Services Program**, provided for herein, shall be employees of the **City** and shall at all times be subject to the direct supervision and control of the **Visalia Police Department**. The **City** shall have the sole responsibility of paying the salaries, taxes (including, but not limited to, federal Social Security taxes, and federal and California unemployment taxes), workers compensation insurance and all expenses related to each employee of the **City**.
- G. A member of the **District**, selected by the **District Superintendent** or the **Superintendent's** designee, shall be part of the interview and selection process for **YSOs**.

**II. Each YSO shall provide the following to the campus of his/her respective assignment as well as any campus/facility deemed necessary by the YSO Sergeant:**

- A. The primary **YSO** attire will be the **police service uniform**, with the only exception to this dress code being authorized by the **YSO Sergeant** or other designee of the **Chief of Police**.
- B. **City** vehicles utilized by the **YSOs** will be a marked police vehicle, provided by the **City**.
- C. Each **YSO** will work on his/her assigned campus or feeder schools at his/her primary workstation throughout the school year in a collaborative manner with the site administrators and staff; maintaining the highest level of visibility possible. It is understood that during any workday, should an urgent need or extraordinary circumstance arise requiring his/her presence at another District location other than his/her assigned campus, the **YSO** shall upon request and on an "as needed" basis, be required to assist with said situation.
- D. Other short term absences from the assigned campus by the **YSO** may occur for administrative, training or other reasons as deemed necessary by the **YSO Sergeant**.
- E. **YSOs** will develop and maintain open communication and accountability with the administration of their assigned campus, and foster and maintain that accountability with the management of the school so the **District** is always aware of the **YSOs** status, on/off campus.
- F. **YSOs** will make a positive effort to interact with students as a representative of the **Visalia Police Department** and act as an adult role model at the schools. A limited amount of

overtime funds will be available to staff certain high school events with **YSO** services. Both agencies, **VPD** and **VUSD**, will agree on those events.

- G. **YSOs** will utilize intervention, prevention or suppression skills with the students who are involved in criminal activity or are in need of special attention, counseling or enforcement. The **YSOs** are not responsible for requests to resolve routine discipline problems involving students.
- H. **YSOs** will conduct investigations of criminal/juvenile related cases, where the victim, witness or suspect attends the school of the **YSOs** assignment, whether the case is an on-site case or case which was assigned as a follow-up investigation.
- I. **YSOs** will work with the **District**, specifically the **Student Services Division**, to see that all critical information involving criminal activity at the District or involving District students, shall be filtered to the schools consistent with applicable laws.
- J. **YSOs** shall make every effort to see that school employees understand the instructional, investigative, or enforcement role of the **YSO** and how to best utilize the services provided by the **Police Department**.
- K. **YSOs** will provide input and guidance on how to respond to bomb threat, or active shooter situation, or other situations that could lead to a lock down at the school sites and appropriate **District** personnel.

### **III. The District shall agree to the following:**

- A. One parking stall in the parking lot for each High School shall be marked **"Visalia Police Department Vehicles Only."**
- B. Each School site shall maintain adequate office space on-site, along with a desk, telephone, district-wide school radio, office supplies and a computer to access **VUSD**, appropriate student information, and **District** e-mail.
- C. The **Principal** of each site shall designate a site administrator as the liaison to the **YSO** and provide a system of accountability by which the **YSO** can follow which is conducive to the normal operations of both the **City** and the **District**. The **District** is responsible for administration of routine student discipline, including student code of conduct violations and student misbehavior, and the **YSO** will not be involved in that process unless the violation or misbehavior involves allegations of criminal conduct.
- D. In order to maintain the success of the program, the **Principal** of each site shall provide timely feedback to the supervising **YSO Sergeant** and designated **VUSD Manager** in circumstances where said **Principal** may have concerns related to the performance of the assigned **YSO**, or questions related to the content of this agreement.

### **IV. Financial Agreements:**

- A. The parties to this MOU agree to the following financial obligations:
  - 1. The **District** and the **City** hereby agree to share in the costs, salaries,

benefits, vehicle maintenance and estimated overtime of ten (10) **YSOs** (at the same pay level of a City Police Officer) each.

- a. The **City** will fund one-half (1/2) of the cost associated with the ten (10) **YSO** positions, including salaries, benefits and vehicle maintenance, and estimated overtime for the 2022-2023 and 2023-2024 school years.
- b. The **District** will fund one-half (1/2) of the cost associated with the ten (10) **YSO** positions, including salaries, benefits and vehicle maintenance, and estimated overtime for the 2022-2023 and 2023-2024 school years.

2. The **City** shall provide a **Police Sergeant** to function as the full time **Supervisor** of the **Visalia Police Department Youth Services Bureau**. The **City** shall fund all salary, benefits, and equipment costs of the **Sergeant's** position.

- B. The **City of Visalia** will provide the **District** with an invoice at the end of each quarter for the costs noted above as they apply to that quarter. The **District** shall pay that invoice within 30 days to the **City of Visalia**.

- C. The cost breakdown for the **Youth Services Program** for each agency is as follows:

	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>Total</b>
<b>City Of Visalia</b>	\$1,090,522	\$1,141,645	\$2,232,167
<b>Visalia Unified School District (10) 1/2 Of S&amp;B</b>	\$879,736	\$920,674	\$1,800,410
<b>Program Total</b>	<b>\$1,970,258</b>	<b>\$2,062,319</b>	<b>\$4,032,577</b>
	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>Total</b>
<b>1. One (1) Supervisor, rank of Sergeant; all Salary &amp; Benefits ,</b>	\$210,786	\$220,971	\$431,757
<b>2. Ten (10 ) YSOs Police Officer Rank; Salary &amp; Benefits, Fuel &amp; Estimated OT</b>	\$1,759,472	\$1,841,348	\$3,600,820
<b>Program Total</b>	<b>\$1,970,258</b>	<b>\$2,062,319</b>	<b>\$4,032,577</b>

**V. Miscellaneous Provisions:**

- A. This MOU shall commence on **July 1, 2022**, and continue in full force through **June 30, 2024**.
- B. This MOU may be terminated at any time by either party upon 90 days prior written notice to the other party.
- C. The **City** and the **District** shall hold harmless, defend, and indemnify each other from and against any liability, claims, and actions, costs, damages, or losses from injury including death to any persons, or damage to any property as a result of any act or omission of the indemnifying party or its employees or agents in the performance of activities under this agreement.
- D. Any notice to be given hereunder, shall be written and given by either personal delivery or by first class mail, postage pre-paid and addressed as follows

**City of Visalia:**

**Leslie Caviglia  
City Manager  
City Administration  
202 N. Santa Fe, St. Visalia, CA 93291**

**City of Visalia:**

**Jason Salazar  
Chief of Police  
Visalia Police Department  
303 S. Johnson Visalia, CA 93291**

**VUSD District:**

**Kirk Shrum  
Superintendent  
Visalia Unified School District  
5000 W. Cypress Avenue  
Visalia, CA 93277**

- E. This MOU shall not be changed, altered, or modified unless the parties hereto agree to such alteration, change, or modification in writing and is signed by all parties.
- F. This MOU may not be assigned or transferred by either party without the prior written consent of the other parties.

**IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year written below.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**City of Visalia**  
**Leslie Caviglia, City Manager**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**City of Visalia**  
**Jason Salazar, Chief of Police**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Visalia Unified School District**  
**Kirk Shrum, Superintendent**