



TO: Mayor and Councilmembers

FROM: Robert Nisbet, City Manager

CONTACT: Ryan Kintz, Assistant to the City Manager

SUBJECT: Memorandum of Understanding between Santa Barbara Unified School District, Santa Barbara Sheriff's Office and the City of Goleta Regarding Law Enforcement on School Campuses

RECOMMENDATION:

Approve the Memorandum of Understanding between Santa Barbara Unified School District, Santa Barbara Sheriff's Office and the City of Goleta Regarding Law Enforcement on School Campuses.

BACKGROUND:

On February 25, 2022, staff received a written proposal from Dr. Hilda Maldonado, Superintendent of the Santa Barbara Unified School District (SBUSD), which contained a suggested cost sharing arrangement for the School Resource Deputy (SRD) currently assigned to Dos Pueblos High School. This proposal was in part a written summary of a verbal proposal received from SBUSD staff during a meeting between City staff, SBUSD staff and representatives from the Santa Barbara County Sheriff's Office (SBSO) that took place on January 28, 2022. This proposal notes prior action that the SBUSD Board of Trustees took as they "...directed district staff to reimagine, reallocate funds, and create better alternatives and solutions at all three high schools for addressing issues on campus that negatively affect learning such as poor attendance; personal or family involvement with alcohol, tobacco, and other drugs; or bullying, harassment, or other types of violence."

On March 4, 2022, the City's Public Safety and Emergency Preparedness Committee received the District's Reimagine School Safety proposal. The Committee did not support the District's proposal as it was presented, and the Committee directed staff to negotiate with the SBUSD staff and SBSO on a proposal that would meet the needs of the SBUSD and also be in alignment with the goals and priorities of the City of Goleta and the SBSO.

On May 17, 2022, at the direction of the Public Safety and Emergency Preparedness Committee, City staff, SBSO staff and the SBUSD staff met to review and refine a draft

Memorandum of Understanding (MOU) between the City, that was developed in response to the SBUSD reimagine school safety proposal.

On May 19, 2022, the Public Safety and Emergency Preparedness Committee received the SBUSD updated proposal and directed staff to continue to work with the SBSO and SBUSD on refining and finalizing an MOU. After several negotiation meetings with the SBSO and the SBUSD, a version of the MOU was drafted and finalized.

On September 6, 2022, this version of the MOU was presented to the City Council after the SBUSD approved the MOU. However, the City Council voted to have the MOU go back to the Public Safety and Emergency Preparedness Committee for the Committee to have additional questions addressed by the SBSO.

On September 21, 2022, the Public Safety and Emergency Preparedness Committee reviewed the MOU and made minor revisions to the document to better reflect the intention of the City and SBSO. SBSO staff also requested minor changes to the document. All of these changes have been incorporated into the attached MOU (Attachment 1).

The SBUSD Board approved the latest version of the MOU on October 25, 2022. SBSO notified staff that they will be bringing the MOU to the Santa Barbara County Board of Supervisors for approval after the City and SBUSD approve and sign the MOU.

DISCUSSION:

The Memorandum of Understanding between Santa Barbara Unified School District, Santa Barbara Sheriff's Office and the City of Goleta (herein referred to as the parties) regarding law enforcement on School campuses was developed for the purpose of establishing the principles and guidelines governing the relationship between the parties regarding the provision of SBSO law enforcement on the SBUSD school campuses of Dos Pueblos High School and Goleta Valley Junior High School. The MOU modifies the previous name and model of the School Resource Deputy to reflect the new name and model of this position to be a Community Resource Deputy. The new model of the Community Resource Deputy is based on the following mutually agreed upon goals of the parties of the MOU:

1. Maintain safe and secure Campuses from intruders;
2. Preserve life and property in a manner which promotes community;
3. Develop positive relationships with students;
4. Support District staff in the securing and transporting of prohibited confiscated items that are illegal to have on Campus under California State law or District policies.

The MOU clearly defines the roles and responsibilities of the parties as it relates to achieving these goals. In addition, the MOU outlines the policies and procedures related to CRD dress code, planned school events such as sporting events, school dances,

graduations, etc., response to emergencies, and response to complaints of parents, students, member of the public or district employee.

The MOU shall be in effect for a one-year term at the date of execution and the parties shall meet in good faith and confer at least once per year, or more frequently if deemed necessary, to review the terms and conditions of the MOU.

FISCAL IMPACTS:

There are no new costs associated with the MOU.

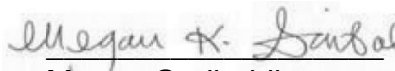
ALTERNATIVES:

The City Council may not approve of the MOU. However, this could potentially prevent the School Resource Deputy from operating on campuses in the City of Goleta which could present additional risk to the student population, staff and faculty.

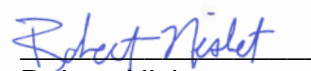
Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Megan Garibaldi
City Attorney

Approved By:


Robert Nisbet
City Manager

ATTACHMENTS:

1. Memorandum of Understanding between Santa Barbara Unified School District, Santa Barbara Sheriff's Office and the City of Goleta Regarding Law Enforcement on School Campuses.

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING BETWEEN SANTA BARBARA UNIFIED
SCHOOL DISTRICT, SANTA BARBARA SHERIFF'S OFFICE AND CITY OF GOLETA
REGARDING LAW ENFORCEMENT ON SCHOOL CAMPUSES**

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SANTA BARBARA
UNIFIED SCHOOL DISTRICT, SANTA BARBARA SHERIFF’S OFFICE AND CITY OF
GOLETA REGARDING LAW ENFORCEMENT ON SCHOOL CAMPUSES**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this _____ day of _____ 2022 by and between the Santa Barbara Unified School District (DISTRICT), the Santa Barbara Sheriff’s Office (SBSO) and the City of Goleta (CITY). DISTRICT, SBSO, and CITY are individually each referred to as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, DISTRICT and CITY desire to enter into an agreement for the purpose of defining the terms and conditions governing the use of a Community Resource Deputy (sometimes referred to herein as a CRD) of the SBSO on certain DISTRICT junior and high school campuses geographically located within the CITY’s limits.

WHEREAS, the CITY and SBSO previously had utilized a School Resource Deputy (SRD) model on these DISTRICT campuses.

WHEREAS, this MOU reflects the Parties’ agreement related to the use of the Community Resource Deputy and CRD model on those DISTRICT campuses identified herein.

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION I. BACKGROUND

A. The DISTRICT desires to have a Community Resource Deputy provided by the SBSO and funded entirely by the CITY. The purpose of providing this service is to maintain a safe and secure community and school environment for students, staff, and community members.

B. The CRD will check-in on a daily basis with the respective school’s principal or designee relating to the needs of the respective school for that day. The CRD is not intended to be present on the campus full time. The CRD will follow the “Community Policing” approach and serve the communities of Dos Pueblos High School (DPHS) and Goleta Valley Junior High School (GVJHS) (the Schools). This represents a shift from the former School Resource Deputy model. The CRD will, amongst other things, patrol in and around the DPHS and GVJHS campuses (each a Campus and collectively, Campuses) and in other areas where students congregate; respond to calls for service; be on

Campus; and respond to issues per the needs expressed by the Campuses' principals or their designees.

SECTION 2. PURPOSE

A. The purpose of this MOU is to establish principles and guidelines governing the relationship between the Parties regarding the provision of SBSO law enforcement on the DISTRICT middle and high School Campuses.

B. The Parties agree that there are four primary purposes for having a Community Resource Deputy on School Campuses. They are to:

1. Maintain safe and secure Campuses from intruders;
2. Preserve life and property in a manner which promotes community;
3. Develop positive relationships with students;
4. Support DISTRICT staff in the securing and transporting of prohibited confiscated items that are illegal to have on Campus under California State law or DISTRICT policies.

SECTION 3. ROLES AND DUTIES

A. CITY'S AND LAW ENFORCEMENT RESPONSIBILITIES:

1. CITY shall fully fund the CRD position pursuant to the then-existing SBSO Agreement to Provide Law Enforcement Services to the CITY (CITY Agreement), for so long as (a) such CITY Agreement remains in effect and (b) CITY, in its sole discretion, determines to include in the CITY Agreement the allowance for the provision of such services, including without limitation the CRD.
2. For purposes of CRD services under this MOU, law enforcement services will be provided by an on-duty SBSO's deputy (i.e., the CRD) in accordance with the CITY Agreement.
3. The SBSO's deputy serving as the CRD is first and foremost a law enforcement CRD of his/her primary employer (i.e., the SBSO). The law enforcement deputy shall be responsible for carrying out all duties and responsibilities of a CRD as prescribed by state law and SBSO regulations, and shall remain at all times subject to the direct supervision of the SBSO, in a manner consistent with the CITY Agreement. Should an SBSO employee hold employment both with the SBSO and the DISTRICT, the

employee when working in the capacity of a DISTRICT employee would fall under the supervision and governing board rules of the DISTRICT.

4. In accordance with SBSO policies and protocol and in collaboration with the DISTRICT, the Community Resource Deputy may be used for the disposal of contraband.
5. SBSO shall ensure all law enforcement deputies assigned to this CRD position will adhere to the DISTRICT "Response to Behavior" plan and, whenever possible, services such as counseling shall be offered in lieu of issuing a criminal citation to a minor.
6. SBSO shall ensure that only SBSO deputies who have completed required training for working in schools will be employed as Community Resource Deputies during normal School hours or School-related events, unless CRDs who have completed the training are not available or a contingency plan calls for additional CRDs. SBSO and the DISTRICT will mutually agree on training topics for CRDs.

B. LAW ENFORCEMENT RESPONSIBILITIES:

1. Nothing herein shall be deemed to limit the SBSO's authority to move, transfer and/or discipline SBSO personnel as SBSO, in its discretion, deems appropriate. Notwithstanding the SBSO's exclusive responsibility for the assignment, as well as removal, evaluation, and discipline of all of its employees, the CITY and the DISTRICT shall be given the opportunity to provide input, including citizen concerns, regarding the performance evaluation of any SBSO Department employee assigned to work in the Service Area pursuant to this MOU.
2. Notwithstanding the prior paragraph, CITY and DISTRICT will be consulted on the selection or replacement of the CRD. CITY and DISTRICT may request review or transfer of SBSO's personnel assigned to this CRD position, and such request shall be considered in good faith by SBSO in determining the appropriate course of action, if any. CITY and DISTRICT may make these requests through the CITY Chief of Police Services.
3. The SBSO deputy(ies) employed as the CRD will work a 40-hour work week for 52 weeks of the year, totaling 2080 hours for the year. During the DISTRICT's school year, including summer session, and at all other times as required by the DISTRICT, the CRD will be scheduled to work four days per week during normal School hours, but may need to occasionally adjust his/her hours to meet the needs of the CITY or SBSO. When the DISTRICT Campuses served by the CRD are on a break that meets or exceeds one week in length (not including paid holidays) and, the DISTRICT does not require CRD services, the DISTRICT will notify the CITY that CRD services are not required. The CRD will be accordingly reassigned to perform duties as defined by the CITY, at the CITY's discretion. If the CRD takes leave time during regular School days, the DISTRICT will default to calling SBSO

dispatch when needed. During the School year, including summer session, and at all times when the CRD is required by the DISTRICT, the CRD may, when not on Campus during School hours in unallocated time, be redeployed at the direction of the CITY.

C. DISTRICT RESPONSIBILITIES:

1. School officials will ensure that student disciplinary matters remain the responsibility of School staff and not the SBSO and/or the CRD. Enforcement of the code of student conduct is the responsibility of teachers, School staff and School administrators. SBSO agrees that the Community Resource Deputy will refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of criminal law or are criminal violations eligible for diversion; a Community Resource Deputy is not a trained counselor or educator and will not act as such.
2. The DISTRICT will maintain full, final authority over curriculum and instruction in the DISTRICT, including the instruction of individual students.
3. Instruction is the responsibility of the classroom teacher, and SBSO and its employees shall not attempt to control, influence, or interfere with any aspect of the School curriculum or classroom instruction.
4. DISTRICT may, at its discretion, provide training mutually agreed upon between the SBSO and the DISTRICT to Community Resource Deputies on topics that it considers to be beneficial to the relations between CRDs and students and staff.
5. The DISTRICT, pursuant to the authority set forth in the California Education Code, has the primary duty to address student discipline, issue appropriate consequences, provide appropriate student support, and/or provide referrals to law enforcement/probation criminal matters as required by law.
6. Pursuant to the California Education Code, the DISTRICT's jurisdiction over student discipline extends to discipline related to a School activity or School attendance that occurs at any time, including, but not limited to, any of the following:
 - a. While on School property (including the Campus);
 - b. While going to or coming from School;
 - c. During the lunch period whether on or off the Campus; and
 - d. During or while going to or coming from a School-sponsored activity, such as sports events, field trips, etc.
7. The DISTRICT shall confer with law enforcement who respond to and investigate student behaviors that constitute criminal violations that are not eligible for Teen Court.

8. At the request of SBSO, as part of a criminal investigation, the DISTRICT will make available any information they have acquired through their separate and thorough investigation, including but not limited to events, dates, times, suspect names, victim names, and/or witness names.

The Parties shall ensure that the respective individuals assigned to the School Campuses and responsible for the implementation of this MOU are provided a copy of the MOU and are informed of the contents of this MOU and their respective duties to implement it.

SECTION 4. DRESS CODE

- A. All CRDs and deputies who work secondary employment at any School may wear a full uniform, or an approved School uniform at the discretion of the DISTRICT and in collaboration with SBSO uniform guidance.
- B. Any SBSO personnel also working for the DISTRICT, when off-duty from SBSO, should wear non-uniform clothing.

SECTION 5. PLANNED SCHOOL-RELATED EVENTS

The following policies and procedures are agreed upon to facilitate coordination for planning and responding to planned School-related events. Planned School-related events are those events sponsored by the School, such as football, basketball, soccer games or other school sports events; School dances; graduations; or other School-related events where the DISTRICT may request a Community Resource Deputy to provide security. The cost of the CRD for all such events shall be borne by the DISTRICT.

- A. DISTRICT and SBSO will share information received regarding potential incidents on or near any DISTRICT facility (related to the use of either DPHS or GJVHS) or Campus, to the extent that it does not jeopardize any planning or police response.
- B. DISTRICT and SBSO will gather intelligence and share information for a planned School-related event. The Parties will work collaboratively in preparing a response.
- C. In the event of a crisis and a contingency plan is warranted and time permits, SBSO, CITY and the DISTRICT will collaborate in the development of the plan as appropriate. All involved Parties will be informed of any changes or additions to this plan.
- D. The DISTRICT shall coordinate access onto School property.

SECTION 6. RESPONSE TO EMERGENCIES

- A. In response to a non-violent criminal incident, the DISTRICT shall consult with SBSO to develop a contingency plan and response.
- B. Unless the incident involves criminal activity or an emergency where law enforcement resources in addition to the Community Resource Deputy are desirable, the DISTRICT shall make an initial decision regarding the need for a law enforcement response based upon knowledge of the incident, the DISTRICT's policies and resources, and consultation with SBSO lead supervisor, if necessary. If the incident is outside the scope of the DISTRICT's resources, or there is a significant threat to human life or property, or the SBSO is made aware of the incident and makes a determination the incident is critical in nature, the DISTRICT shall relinquish the role of the incident commander.
- C. SBSO personnel responding to the scene will keep the DISTRICT informed of decision and status.
- D. Incidents that originate at a Campus or School site that extend into the community will be handled by SBSO.

SECTION 7. COMPLAINTS

DISTRICT, CITY and SBSO shall each provide notification to the community of the available complaint processes in the event that a parent, student, member of the public or an employee of the DISTRICT wishes to file a formal complaint against a Community Resource Deputy.

SECTION 8. TERM

This MOU shall be in effect for one year from the date executed above. This MOU may thereafter be extended for one-year terms by written agreement of the Parties.

DISTRICT, CITY and SBSO representatives shall meet in good faith and confer at least once per year, or more frequently if deemed necessary, to review the terms and conditions of this MOU. If it is determined that modifications are necessary, such modifications shall be made and appropriately executed in writing by authorized representatives from DISTRICT, CITY and SBSO, subject to the approval of each of the Parties, in their respective discretion. Parties may mutually agree to forgo the annual meet and confer by written acknowledgement of representatives of the Parties.

SECTION 9. TERMINATION

Either party may terminate this MOU with or without cause on sixty days advance written notice.

SECTION 10. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES

This MOU constitutes the entire understanding of the Parties. The provider's signatures below signify both an understanding and acceptance of the MOU provisions.

WITNESS THE EXECUTION HEREOF the Parties have executed this Agreement to be effective July 1, 2022.

APPROVED AS TO FORM:

"CITY"
CITY OF GOLETA

MEGAN K. GARIBALDI
City Attorney

ROBERT NISBET
City Manager

APPROVED AS TO FORM:

"DISTRICT"
SANTA BARBARA UNIFIED
SCHOOL DISTRICT

CRAIG PRICE
School District Legal Counsel

HILDA MALDONADO, Ed.D.
Superintendent

APPROVED AS TO FORM:
RACHEL VAN MULLEN

“SBSO”
SANTA BARBARA SHERIFF'S
OFFICE

BY:

Deputy County Counsel

BILL BROWN
Sheriff