

**Memorandum of Understanding between
La Mesa-Spring Valley Schools (“District”) and California School Employees Association and its Chapter 419
 (“Association,” together with District, “Parties”)**

**Regarding Security Cameras and Related Technologies
June 6, 2024**

The District and the Association enter into this Memorandum of Understanding (“MOU”) regarding security cameras and related technologies at district sites.

1. In keeping with the LMSV Board Policy cited below, the District may install security cameras and/or related technology devices, as those technologies change from time to time, in all District locations and may retrieve any and all accessible data from those devices at any time, subject to the limitations described herein. The security cameras and/or related technology devices are primarily intended to support safety and security for staff and students. Circumstances that warrant the review of information from those devices include but are not limited to, possible student altercations, concerns related to student drug use, and theft or vandalism of District property.
 - a. LMSV Board Policy describes: “The Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with the law, Board policy, administrative regulation, and any applicable collective bargaining agreements.
2. The District shall not use information obtained from security cameras and/or related technology devices to monitor unit members for arbitrary or capricious reasons. The District may access and use information obtained from the security cameras and/or related technology devices to research concerns related to unit member performance; conduct; and/or unlawful, unsafe, and/or misuse of any District property.
3. If information from the security cameras and/or related technology devices reveals unit member misconduct, and/or unsatisfactory performance, that information may be used in the disciplinary and/or evaluative process(es). In the event the District deems it necessary to access and/or use information obtained from the security cameras and/or related technology devices for discipline and/or evaluative purposes, the District shall provide CSEA with access to that information unless the District is precluded from providing that information to CSEA by law enforcement or other authority(ies). If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
4. Upon CSEA request, the District shall provide a list of who has accessed the security cameras, the frequency of access, the length of time they were accessed (to the greatest extent possible). The District shall limit the access to the information obtained by the cameras to as few individuals as possible. Except where limited by law enforcement agency (or applicable law).
5. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education and CSEA.

Date: June 6, 2024

For the District:

DocuSigned by:



Margaret Jacobsen

Assistant Superintendent,
Human Resources
LMSV

For the Association:

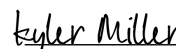
DocuSigned by:



Ahmad Swinton

President
CSEA and its Chapter 419

DocuSigned by:



Tyler Miller

Labor Relations Representative
CSEA