

City of South San Francisco

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, CA



Special Meeting Agenda

Tuesday, June 8, 2021

1:00 PM

TELECONFERENCE MEETING

School District Liaison Standing Committee of the City
Council

TELECONFERENCE MEETING NOTICE

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-63-20 ALLOWING FOR DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT & PURSUANT TO THE ORDER OF THE HEALTH OFFICER OF SAN MATEO COUNTY DATED MARCH 31, 2020 AS THIS MEETING IS NECESSARY SO THAT THE CITY CAN CONDUCT NECESSARY BUSINESS AND IS PERMITTED UNDER THE ORDER AS AN ESSENTIAL GOVERNMENTAL FUNCTION.

The purpose of conducting the meeting as described in this notice is to provide the safest environment for staff and the public while allowing for public participation.

Vice Mayor Nagales, Mayor Addiego and essential City staff will participate via Teleconference.

PURSUANT TO RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL DUE TO COUNCIL MEMBERS PARTICIPATING BY TELECONFERENCE.

MEMBERS OF THE PUBLIC MAY VIEW A VIDEO BROADCAST OF THE MEETING BY:

Via Zoom:

Join Zoom meeting

<https://ssf-net.zoom.us/j/85893433725>

(Enter your email and name)

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US: +1 346 248 7799 or +1 669 900 6833 or 833 548 0276 (Toll Free)

Webinar ID: 858 9343 3725

American Disability Act: The City Clerk will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk Rosa Govea Acosta at 400 Grand Avenue, South San Francisco, CA 94080, or email at all-cc@ssf.net. Include your name, address, phone number, a brief description of the requested materials, and preferred alternative format service at least 24-hours before the meeting.

Accommodations: Individuals who require special assistance of a disability-related modification or accommodation to participate in the meeting, including Interpretation Services, should contact the Office of the City Clerk by email at all-cc@ssf.net, 24-hours before the meeting.

Notification in advance of the meeting will enable the City of South San Francisco to make reasonable arrangements to ensure accessibility to the meeting.

Call To Order.

Roll Call.

Agenda Review.

Remote Public Comments - comments are limited to items on the Special Meeting Agenda.

Speakers are allowed to speak on items on the agenda for up to three minutes. If there appears to be a large number of speakers, speaking time may be reduced subject to the Mayor's discretion to limit the total amount of time for public comments (Gov. Code sec. 54954.3.(b)(1)). Comments that are not in compliance with the City Council's rules of decorum may be summarized for the record if they are in writing or muted if they are made live.

HOW TO SUBMIT WRITTEN PUBLIC COMMENT BEFORE THE MEETING

Members of the public are encouraged to submit public comments in writing in advance of the meeting via the eComment tab by 11:00 a.m. on the meeting date.

Use the eComment portal by clicking on the following link: <https://ci-ssf-ca.granicusideas.com/meetings> or by visiting the City Council meeting's agenda page. eComments are also directly sent to the iLegislate application used by Committee Members and staff.

Comments received by the deadline will be read into the record by the City Clerk or designee. Comments received after the deadline will be included as part of the meeting record but will not be read aloud during the meeting. Approximately 300 words total can be read in three minutes.

HOW TO PROVIDE PUBLIC COMMENT DURING THE MEETING

Members of the public who wish to provide comment during the meeting may do so by using the “Raise Hand” feature:

- To raise your hand on a PC or Mac desktop/laptop, click the button labeled "Raise Hand" at the bottom of the window on the right side of the screen. Lower your hand by clicking the same button, now labeled “Lower Hand.”
- To raise your hand on a mobile device, tap “Raise Hand” at the bottom left corner of the screen. The hand icon will turn blue, and the text below it will switch to say "Lower Hand" while your hand is raised. To lower your hand, click on “Lower Hand.”
- To raise your hand when participating by telephone, press *9.
- To toggle mute/unmute, press *6.

Once your hand is raised, please wait to be acknowledged by the City Clerk, or designee, who will call on speakers. When called upon, speakers will be unmuted. After the allotted time, speakers will be placed on mute.

MATTERS FOR CONSIDERATION

1. [Report regarding a presentation to the School District Liaison Standing Committee of the City Council regarding the proposed renaming of the Community Learning Center in honor of former Assemblyman, Mayor, City Council Member and School District teacher Eugene R. Mullin. \(Valerie Sommer, Library Director\)](#)
2. [Discussion of the Childcare Memorandum of Understanding \(MOU\) and Renewal for the 2021-2022 School Year. \(Sharon Ranals, Assistant City Manager\)](#)
3. [Discussion of School Liaison Officer Memorandum of Understanding. \(Jeff Azzopardi, Police Chief\)](#)
4. [Presentation on City of South San Francisco Childcare Budget. \(Sharon Ranals, Assistant City Manager\)](#)

Adjournment.

The following pages are attachments for Item 1.



staff report

DATE: February 25, 1998
TO: Honorable Mayor and City Council
FROM: Library Director
SUBJECT: PROGRESS REPORT ON COMMUNITY LEARNING CENTER

OVERVIEW:

This Staff Report is intended as a progress report on the planning process and creation of a *Community Learning Center* to be established in the Old Town section of South San Francisco.

BACKGROUND/DISCUSSION:

Our vision is to build a thriving, lifelong learning center in the Old Town section of South San Francisco that focuses on promoting and supporting the joy and value of learning from birth throughout life. It will be a welcoming, alternative learning environment where youth, parents, and adults of all ages can learn with tutors, peers, and computers in order to improve basic skills in reading, writing and thinking; become literate in English or their native language; develop and practice parenting skills; attend family learning activities and Parks & Recreation programs for young children; and attend workshops and classes aimed at engendering a love of learning, building life long learning skills and improving work-related skills. The Library and Project Read staff will be responsible for overall program planning and management of the Center with assistance from the Director of Community Outreach during the development phase.

The Community Learning Center is a collaborative project involving the City of South San Francisco, Old Town community members, community service organizations, business community members, and educational organizations. The idea for a learning center in the Old Town area arose simultaneously from a September Community Meeting with City staff that focused on identifying the needs of the Latino community and a brainstorming meeting with Library and Project Read staff to discuss ways to teach parents how to create stimulating learning environments for children from birth to age three. Specific themes of the needs for basic skills education and support for families and youth emerged from these general discussions.

In October 1997, community members, representatives from community-based organizations, and schools met with Library and City staff to create a focused vision for a community learning center and to examine existing resources. The group identified two main areas they would like a learning center to address – parent / family learning and basic skills tutoring for youth and adults. After the October 23 meeting, Mayor Mullin surveyed students in the 15-18 year age group to see if there was student interest in a learning center with 102 out of 133

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FILE NO. 5023

respondents indicating that they would use the facility. In a second planning meeting in December, participants worked in small groups to define specific needs for adults and youth within these two areas. The results will be the starting point in creating specific learning activities and services for the center.

The startup phase of the project will offer parenting classes and family story hours, children's play/learn sessions, basic skills tutoring, native language literacy tutoring, computer readiness and skills training, and family counseling. In addition, the Parks, Recreation and Community Services Department will offer recreation and kindergarten readiness classes for young children taught by bilingual staff. Counseling services will be provided through collaboration with North Peninsula Family Alternatives. In addition to basic skills instruction and computer-assisted learning coordinated by Project Read, both Skyline College and the South San Francisco Adult School have expressed interest in offering classes at the Learning Center.

Project Read is currently providing many of the above services to its adult clientele; however, participants must be fluent in English. The Families for Literacy project offers parenting classes and story hours for families, and the Project Read computer learning lab at the Library offers individualized instruction as well as training on basic computer use. The new Community Learning Center will expand these basic services to the Spanish-speaking population as well as to youth in South San Francisco.

The next step in the needs assessment portion of the planning process will be to schedule one or more focus groups consisting of individuals and families in the Old Town community to discuss the Learning Center concept and services. City staff met with Maggie Cuadros of the North Peninsula Neighborhood Services Center to begin planning for increased neighborhood input and participation in Learning Center planning. The focus groups will serve the dual purpose of gathering programmatic information as well as engendering involvement, enthusiasm, and support for the center. Community input and volunteer assistance is vital to the success of the learning center.

SPACE NEEDS:

The City of South San Francisco is actively looking for appropriate space for a Community Learning Center. The areas targeted for the center are the downtown area as well as the Linden corridor. Rental space is an option in the short term until the City locates and renovates a permanent facility. To accommodate Phase 1 activities, we propose a large space with minimum of 2,500 square feet that can be broken down into three main rooms: a computer learning lab, a multi-purpose room for tutoring and small group instruction, and a children's area. Space permitting, small meeting rooms for private tutoring areas as well as a reception/small office area would be welcome.

STAFFING NEEDS:

Under the direction of the Library Director and the Director of Project Read, we propose hiring a **Learning Center Manager** who would be on board in July to prepare for the opening of the computer lab, tutoring program, parenting and youth programs, and learner-centered workshops. Services would begin in October. Additional personnel and equipment that will

be required by this project include four part-time staff positions and computers for the learning lab. The positions include:

- **PROGRAM COORDINATOR** - a part-time, bilingual educator to plan and coordinate basic skills instruction, volunteer tutoring, training, and parenting services for youth and adult participants.
- **COMPUTER LAB COORDINATOR** - a part-time coordinator to supervise lab services, equipment, individualized learning plans, and volunteer tutors.
- **NATIVE LANGUAGE LITERACY INSTRUCTOR** - a part-time, bilingual teacher to organize and train native language tutors. (Could be added in Phase 2.)
- **ADMINISTRATIVE ASSISTANT/RECEPTIONIST** - a part-time person to staff the reception area and provide clerical support to the staff and manager.

Staff would actively recruit community volunteers to assist with all aspects of the program.

COMMUNITY PARTNERS

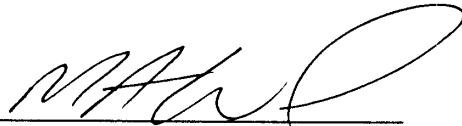
- Hispanic Chamber of Commerce
- Historic Old Town Homeowners and Rental Association
- North Peninsula Neighborhood Services Center Inc.
- North Peninsula Family Alternatives
- Skyline Community College
- South San Francisco Chamber of Commerce
- South San Francisco Unified School District
- Sur San Francisco Unidos

FUNDING

Anticipated start-up costs are \$200,000-300,000. Staff will return at a later date with another report requesting funds to implement the *Community Learning Center*. The funding request will cover staffing, computers/equipment, supplies, printing, etc. as well as building costs.



Valerie Sommer
Library Director



Michael Wilson
City Manager

Content Framework for EFF Standards

In order to fulfill responsibilities as parents/family members, citizens/community members, and workers, adults must be able to:

MEET THESE 4 PURPOSES

Access

To information so adults can orient themselves in the world

Voice

To be able to express ideas and opinions with the confidence they will be heard and taken into account

Independent Action

To be able to solve problems and make decisions on one's own, acting independently, without having to rely on others

Bridge to the Future

Learn how to learn so adults can keep up with the world as it changes

ACCOMPLISH THESE COMMON ACTIVITIES

- Gather, Analyze and Use Information
- Manage Resources
- Work Within the Big Picture
- Work Together
- Provide Leadership
- Guide and Support Others
- Seek Guidance and Support from Others
- Develop and Express Sense of Self
- Respect Others and Value Diversity
- Exercise Rights and Responsibilities
- Create and Pursue a Vision and Goals
- Keep Pace with Change

DEMONSTRATE THESE GENERATIVE SKILLS

Communication Skills

- Read Critically
- Convey Ideas in Writing
- Speak So Others Can Understand
- Listen Actively
- View Critically

Interpersonal Skills

- Cooperate with Others
- Advocate and Influence
- Resolve Conflict and Negotiate
- Guide
- Lead

Decision-making Skills

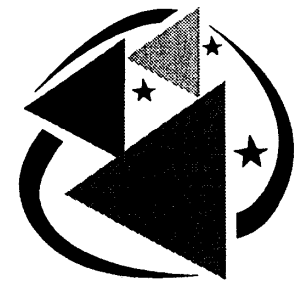
- Plan
- Research
- Solve Problems
- Use Mathematical Concepts and Techniques to Solve Problems
- Use Technology

Lifelong Learning Skills

- Reflect and Evaluate
- Learn in New Ways

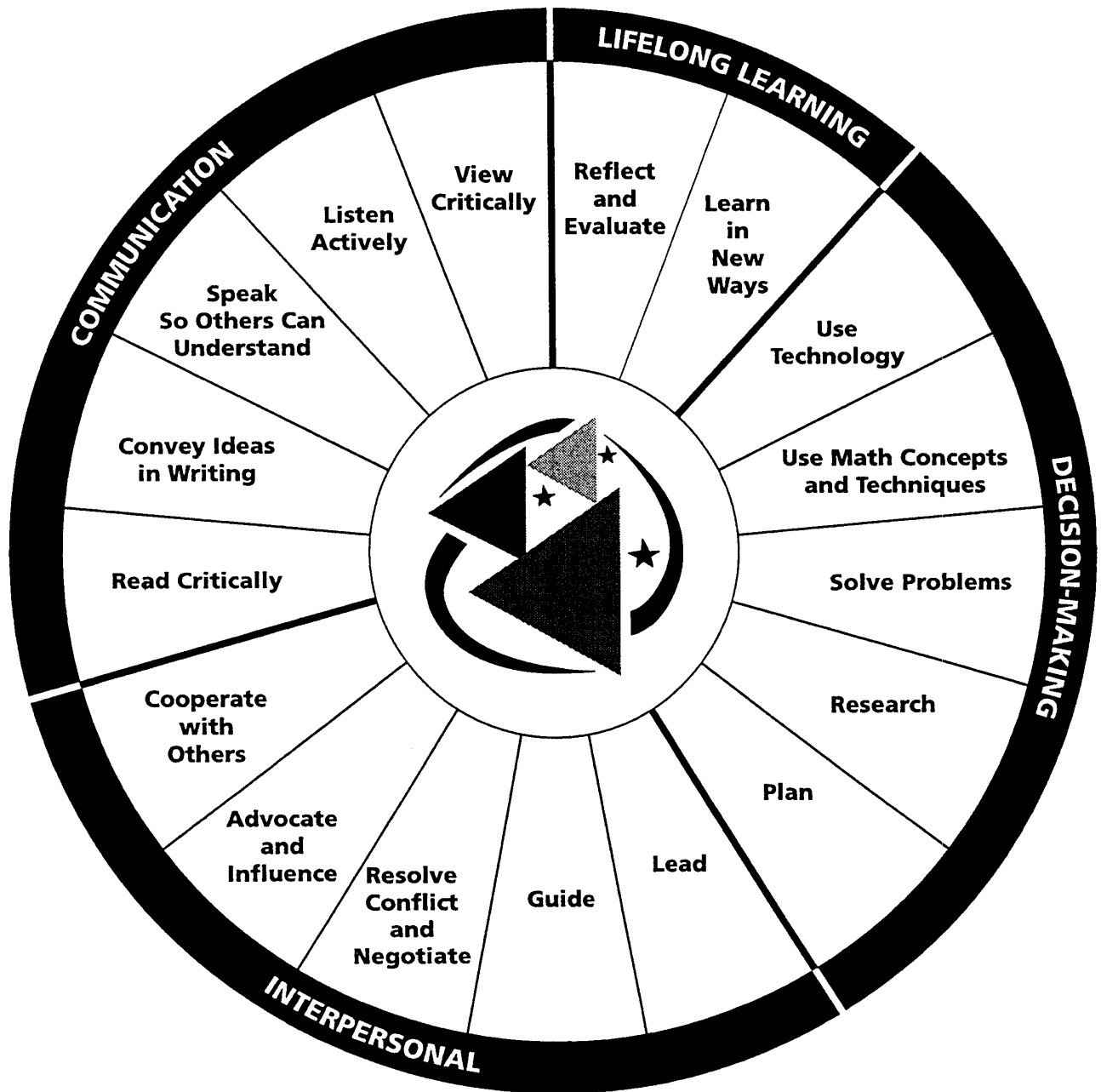
UNDERSTAND AND BE ABLE TO USE THESE KNOWLEDGE DOMAINS

- How We Grow and Develop
- How Groups and Teams Work
- How Systems Work
- Rights and Responsibilities
- Culture, Values and Ethics
- How the Past Shapes the World We Live In



Equipped
for the future

Equipped for the Future Standards for Adult Performance



SOUTH SAN FRANCISCO COMMUNITY LEARNING CENTER

"OPENING DOORS TO SUCCESS"

THE CITY OF SOUTH SAN FRANCISCO AND THE SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
DEDICATE THIS COMMUNITY LEARNING CENTER TO THE EDUCATIONAL ENHANCEMENT
OF THE RESIDENTS OF OUR CITY ON THIS TWENTIETH DAY OF MARCH 2001

CITY COUNCIL, 1999 - 2001

Joseph Ferencak, Mayor
Eugene Mullin, Vice Mayor
Jim Bartzman
Pedro Gonzalez
Karyl Matsumoto
John Penna

Michael Wilson, City Manager

BOARD OF TRUSTEES

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Remele Braschi
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Phillip Weiss

Richard Rigg, Superintendent, 1999 - 2000
George Kazitza, Superintendent, 2000 - present

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CITY OF SOUTH SAN FRANCISCO STAFF

Valerie Sommer, Library Director
Barry Nagel, Director of Parks, Recreation and Maintenance Services
John Gibb, Director of Public Works
Marilyn Van Dye, Director of Economic and Community Development
Ana Lindo, Community Learning Center Manager
Ron Mutsaers, Project Manager

ARCHITECTS/BUILDERS

Pinnacle DS, Inc. - Larry Tarter AIA

Resolution

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

EUGENE R. MULLIN

WHEREAS, Eugene R. Mullin has been a member of the South San Francisco City Council since 1995, and served as Mayor in the years 1998 and 2002; and

WHEREAS, Gene has provided leadership on important issues through his participation on many City Council subcommittees, including Council liaison to the South San Francisco School District, Aircraft Noise Insulation Program, Oyster Point Advisory, and Kaiser Hospital; and

WHEREAS, throughout his career, Gene actively served his constituents on countywide assignments to key policy making bodies, such as the San Mateo County Airport Land Use Committee, San Francisco Airport/San Mateo County Community Roundtable, City/County Association of Governments, League of California Cities State Policy Committee, Association of Bay Area Governments and Regional Planning Commission; and

WHEREAS, Gene exerted exemplary leadership through his participation on Council subcommittees addressing the South San Francisco Conference Center, Chamber of Commerce, Community Development Block Grant Program, Investment Policy Committee, and the Bond, Finance, Budget and Audit Committees; and

WHEREAS, over the years Gene's outstanding contributions to public service and improving the quality of community life has included his influential role in creating the South San Francisco Community Learning Center, increasing the number of community child care centers, developing an East of 101 transportation demand management program, participating on the board of directors for the Bay Area Bioscience Center and Families on Track, coordinating the annual Youth in Government Day Program, advocating the mitigation of airport noise, encouraging the development of workforce housing, and promoting smart growth by incorporating housing at transportation centers and preserving open space; and

WHEREAS, under Gene's leadership, Council took legislative action on projects and issues benefiting the City, its businesses and residents, including the expansion of the Water Quality Control Plant, the Bay West Cove development, Orange Memorial Park Sculpture Garden, El Camino Real/Chestnut Avenue Land Use and Urban Design Plan, the development of Terrabay Phases II and III, the Oyster Point Grade Separation, design of the South San Francisco BART station, the First Time Homebuyer Program, and adoption of the Inclusionary Housing Ordinance; and

WHEREAS, Gene's wife, Terri, two children, Jennifer and Kevin, son-in-law, David, and grandsons, Austin and Jonathan, have avidly supported Gene while he gave generously of his time to serve the City of South San Francisco, and anxiously await his next endeavor as California State Assemblyman of the 19th District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of South San Francisco does hereby join a grateful community in commending Eugene R. Mullin for his dedication and commitment to serving the public's interest with integrity and a high degree of excellence during his tenure as South San Francisco City Councilman from November 10, 1995 to November 20, 2002.



Dated: November 20, 2002

Pedro Gonzalez, Mayor

Joseph A. Fernekes, Councilmember

Raymond L. Green, Councilmember

Karyl Matsumoto, Councilmember

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FILE NO. 5097

Proclamation

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

EUGENE R. MULLIN

WHEREAS, on April 9, 2002, Eugene R. Mullin generously donated his time by speaking to the Youth Government Day participants regarding his recent victory for the 19th Assembly District Democratic race held March 5, 2002; and

WHEREAS, Youth Government Day is a cooperative program between the City of South San Francisco and the South San Francisco Unified School District that began in 1983 through the efforts of then, High School Government Teacher Gene Mullin; and

WHEREAS, as the current Mayor of South San Francisco, Gene was elected to the City Council in 1995 and previously served as Mayor in 1998; and

WHEREAS, in 1999, Gene retired from the South San Francisco Unified School District after thirty-two years of teaching; and

WHEREAS, throughout his distinguished career in education and public service Gene received numerous awards and acknowledgements, including 1979 South San Francisco City Council Outstanding Citizen, 1990 San Mateo County Bar Association Liberty Bell; 1991 San Mateo County Teacher of the Year, and 1996 California Teacher Association's State Teacher of the Year; and

WHEREAS, Gene has a proven record of community leadership and is committed to improving the State educational system for South San Francisco and the County of San Mateo.

NOW, THEREFORE, the Student City Council of the City of South San Francisco hereby issues this proclamation in honor of Eugene R. Mullin for his continued dedication to the Youth Government Day Program.

Fermin Ballesteros, Mayor

Aaron Lewis, Mayor Pro Tem

Brooke Conway, Councilmember

Maria Gumpal, Councilmember

Anthony Sprotti, Councilmember

Dated: April 17, 2002



CENTRAL RECORDS
FILE NO. 5097

PERSONALITIES MEMORIALIZED IN SSF PUBLIC FACILITIES

1. Louis Belloni (Room in MSB): Police Chief 1924-1962
2. Bob Brian Field (Orange Memorial Park)
3. Rue Randall Clifford; Stadium (SSFHS Facility)
4. Edna Daniels, Baden School Children's playground
5. Ray DeJong Scoreboard (SSFHS Facility)
6. Damonte Court (Councilmember/School Board Trustee)
7. Jack Drago Park (East Grand Avenue)
8. Archie Fregosi Field (OMP)
9. Joe Fernekes Center (OMP)
10. Bill Guthrie, Main Gymnasium, SSFHS
11. Edna Harks (Poplar Ave. Entrance to Sign Hill)
12. Haskins Way (Buzz Haskins, developer)
13. Chuck Huggins Library & Media Center (SSFHS)
14. Floyd Hunter Field (SSFHS Facility)
15. Jake Jones: Wind Chime Park
16. Kauffmann Hall/Court (Ed Kauffmann)
17. Leo Circle (Leo Padreddii, city leader)
18. Charles Lux (City Founder)
19. Bernard Mallarino Field (Los Ceritos)
20. Matt Medrano Tennis Courts, SSFHS
21. Martin School (William J. Martin, City founder)
22. McLellan Blvd (Rod McLellan Acres of Orchids)
23. Henry Miller (City Founder)
24. Gus Nicolopolous Field (Alta Loma Park) PAL founder,1958
25. Barbara Olds Amphitheater (SSFHS)
26. Marie Peterson Room, (MSB)
27. Plymire-Schwartz House (Dr. Harry Plymire)
28. Prevetti Palms (OMP)
29. Peck's Lot/Lane: Edward Peck
30. Rocca Blvd.; Andrew Rocca, City pioneer
31. Carlos Roman, Baseball Field, ECHS
32. Ermen Rozzi Field (Alta Loma Park) 40 years with PAL
33. Leo Ryan: Leo J. Ryan Pre-School Center
34. Lura Sellick Park (Westborough area)
35. Al Seubert Grove (Sign Hill)
36. Betty Weber Room (MSB)
37. Carrie Winterhalter: Playground at Sellick Park
38. Lou Zuardo, Baseball Field at ECHS

D R A F T (Revision 6/13/16 - 10:25)

SSF PERSONALITIES BIOGRAPHIES

- **Louie Belloni:** First Police Chief in newly incorporated South San Francisco. Thought to be a bit of a rogue but kept the peace in the city during its formative but brawling days. Legendary figure. A room at the Municipal Services Building, where the Police Department is headquartered is in his memory.
- **Bob Brian:** Spent over 40 years as high school teacher and baseball coach at SSFHS. Member of several athletic halls of fame, including the San Mateo County. Among the state of California's most winning coaches. The baseball field at Orange Memorial Park was dedicated to him in 1993.
- **Mike Callero:** Mike was very active in youth sports in South San Francisco, was an owner of a local sports store and a friend to all. The baseball field at the old Southwood campus (now Baden Continuation School) is dedicated to Mike. Also the weight room at Archbishop Riordan High School in San Francisco is likewise dedicated in his memory.
- **Rue Randall Clifford:** Perhaps the most influential educator in the City's history, beginning as the very first high school instructor. Also instrumental in getting Carnegie grant funding for the Grand Avenue Library and was a Library Board member for decades. An avid sports fan, she presented annual awards to football players, took many to her Alma mater, UC Berkeley's home games, and the district stadium at SSFHS is named in her honor.
- **Ray DeJong:** Winningest high school football coach in the history of SSFHS, following a college career at University of California where he was one of "Pappy's Bays". Led the football program to many consecutive championships, to competition in the state of Hawaii, and is a member of multiple athletic halls of fame, including the San Mateo Hall of Fame and the California Coaches Association Hall of Fame. The scoreboard at the district stadium on the SSFHS campus is dedicated in his honor.
- **Emmanuel "Midge" Damonte:** Spent decades as an elementary school principal, was a Councilman and Mayor in SSF and subsequently, upon his retirement, became a school trustee for the SSFUSD. Remains active in multiple community organizations. One of the community's streets is named Damonte Circle.
- **Edna Daniels:** After whom the Baden Infant Center playground is named.
- **Jack Drago:** Longtime firefighter, retiring as Chief of the SSFFD. Subsequently was elected to the City Council where he served two terms as Mayor during his highly respected tenure. Active in creating the Cultural Arts Committee and helping design some green spots in City. Park in the 100 block of East Grand Avenue named in his honor.
- **Archie Fregosi:** Local grocery store merchant who was an influential force in overseeing the successful youth baseball programs in our City. Additionally his son Jim Fregosi was a major league baseball player and manager for many years. The softball field at Orange Memorial Park is dedicated to Archie.
- **Joe Fernekes:** Often referred to as "Mr. South San Francisco" Joe was a longtime employee of the BART system following a career which included being a teacher in the local District. He was a school board trustee and was a four term council member and was Mayor multiple times. He was the "go to" person for whatever needs arose in the City. Fernekes Center in Orange Memorial Park named in his honor.
- **Edna Harks:** Founding member of the City's Historic Preservation Committee, local activist who led the effort for designating Sign Hill as a National Historical Monument. Her contributions are noted on the plaque at the entrance to Sign Hill off Poplar Avenue.
- **Buzz Haskins:** Developer/contractor who was a major force in the development of the community. Many acres of bay fill in the eastern section of the city were created by the Haskins Company. A benefactor to many local organizations during his lifetime. Haskins Way on the bay front is named for him.
- **Thomas Hickey:** Foreman at Western Meat Company, longtime San Mateo County Supervisor credited with building El Camino Real, Orange Memorial Park, the Cow Palace and more. Hickey Boulevard is named in his honor.
- **Chuck Huggins:** President and CEO of See's Candies who took an active role in many local organizations as a frequent donor of products. He had a special interest in education, funding many activities at South San Francisco High School including having the school painted, creating an outdoor amphitheater and remodeling the library/media center.

- **Floyd Hunter:** Early high school football coach, beginning at the Spruce Avenue site. Many years as a teacher/coach in the formulative stages of the school district. The district football field at SSFHS is named in his honor.
- **Jake Jones:** Community activist along with his wife Boots, political guru who was a go-to person for many organizations. Led the effort to reclaim the dormant Wind Chime Park on the City's bay side, and the park is part of his legacy.
- **Ed Kaufmann:** Kaufmann Hall is named in honor of the Kauffman Brothers who were early merchants in the City, featuring hay, coal and drayage activities. Following the death of his brother Jerry in office as City Treasurer, Ed succeeded him and was in office for the next 50 years, perhaps the longest serving civil servant in San Mateo County history.
- **Charles Lux:** Widely regarded as founder of modern day community when he purchased land east of the 12 mile house for cattle ranching. He partnered in the late 1800's with Henry Miller in supplying meat for the region. The Lux mansion was raised but Lux Avenue remains in his memory. He and his wife were engaged in philanthropic activities primarily in San Francisco.
- **Bernard Mallarino:** Long term teacher and administrator for the local school district who concluded his service as the principal of Ponderosa School. The athletic field at Ponderosa is dedicated in his honor.
- **Matt Medrano:** Mathias "Babe" Medrano served as teacher and coach at SSFHS for close to 40 years. He built and maintained a strong tennis program for both boys and girls at the high school, and the tennis court complex is named in his honor.
- **William J. Martin:** One of the founders of the City of South San Francisco, his foresight led to the development and success of the fledgling community in the early 1900's. Martin Elementary School is named in his memory.
- **Rod McLellan:** Founder of the McLellan Acres of Orchids in 1926 in the Buri Buri section of South San Francisco. The most prominent orchid facility in the state, closing in 1996 and moving to Watsonville when the remaining property was developed. McLellan Blvd was named in his honor.
- **Henry Miller:** Along with Charles Lux was a cattle baron who ranched in the area, developed property and made the area a center for meat processing. He was a millionaire many times over at his death in 1916. The town's original name of Baden, which he fashioned was Miller's home community in Germany. Miller Avenue is named after him.
- **Gus Nicolopolous:** Retired police officer, founder of the Police Athletic League in 1958, member of the City Council after his retirement from the police department, and one of the pioneer families in the community. The baseball field at Alta Loma Park was dedicated to his memory.
- **Barbara Olds:** Longtime teacher, principal and superintendent of the SSFUSD; the amphitheater on the campus of SSFHS was built and dedicated to her, with funding by the See's Candy Company. She was the last of the superintendents who came up through the ranks of the school district and had significant connections with the community.
- **Leo Padreddii:** City councilman and mayor, school board trustee and member of the San Mateo County Harbor District governing board as reflective of his interest in advancing our community. His involvement spanned four decades of leadership. Leo Court is named in his honor.
- **Edward Peck:** Began selling property for the Land and Improvement Company in 1917 and moved to developing on his own. The Peck's Lot area is named after his realty activities. He and his wife Catherine were involved in many civic activities. Their home at 210 Eucalyptus is an architectural gem.
- **Marie Peterson:** Community volunteer active in many clubs and associations; politically astute and active and the Marie Peterson Room in the MSB is dedicated to her memory.
- **Dr. Henry Plymire:** Among the first physicians in the City; established the first hospital which operated until 1925. That residence was eventually dedicated to the Historical Society as the Plymire-Schwartz House and is revamped timepiece of his era.
- **Prevetti Palms:** The series of palm trees which line the main entrance to Orange Memorial Park. The palms have been existing for over a half century and are considered one of the Park's most unique assets. Named for John Prevetti, longtime Parks Department employee.
- **Andrew Rocca:** Served as a member of the City Council in the 1950's and Rocca Blvd on Sign Hill is named for the Rocca family.

- **Ermen Rozzi:** Devoted 40 years of his life to youth sports, particularly the PAL baseball programs. One of the two baseball fields at Alta Loma Park in named in his honor.
- **Leo J. Ryan:** Teacher who was a councilman and mayor prior to being elected to Congress in 1964. He was subsequently slain while investigating the Jonestown cult in Guyana, being only the second sitting Congressman killed while performing his duties. A large contingent from Washington, D.C. attended his services at All Souls Church. The Leo J. Ryan Pre-School Center is located on the Spruce School campus.
- **Siebecker:** Siebecker Child Care facility is named after.....
- **Lura Sellick:** A member of the Park and Recreation Commission for several decades who pursued her interest in creating open space and facilities for the community. Sellick Park in the Westborough area was named in her honor.
- **Al Seubert:** A pharmacist and author (chronicled his WW11 experiences) who led the reforestation of Sign Hill, enlisting many community groups to work on his project. He spent countless hours planting and replanting trees and the result is Seubert Grove which enhances Sign Hill enormously.
- **Betty Weber:** Community activist who participated in almost all City projects, A room at the Municipal Services Building is named in her honor.
- **Carrie Winterhalter:** Community and park advocate; Sellick Park's play area was dedicated in 1983 to her memory.
- **Lou Zuardo:** Longtime teacher/baseball coach at El Camino; plaque in his honor located at ECHS baseball field area

OTHER PERSONALITIES W/O NAMED FACILITIES

This is a partial list of local personalities, but recent and historical for whom no facilities are named, yet there are facilities available for naming:

PERSONALITIES:

1. Roberta Teglia; First woman Councilwoman/Mayor; face of SSF for years
2. Alice Bulos; Leader of the Filipino community; college professor; Westborough Recreation Center?
3. Edna DeLarios: Founding principal at Westborough MS; first woman secondary principal
4. Shirlee Hoch; 20 years school trustee; fund raiser for school activities
5. Romolo Braschi; school principal, school board member; Families on Track board member
6. Ray Latham
7. Emanuel (Midge) Damonte (Street named, but minor tribute)
8. Ray Spangler; Enterprise-Journal Editor; longtime/long ago community leader
9. Edna Harks (Minor note on plaque on Sign Hill)
10. Dick Noftsgar
11. Jim Datzman
12. Mrs. Schwartz; donor of Plymire-Schwartz Hopuse to Historical Society
13. Pedro Gonzalez
14. Leo Padreddii (Street named by minor tribute); Ferry Terminal?
15. Jackie Speier (raised in SSF; still owns property at Stonegate)
16. Tom Gaffney; SSFHS teacher/principal/school superintendent
17. Joy Ann Wendler: Sculpture Garden perhaps; driving force behind Cultural Arts Comm.
18. Karyl Matsumoto
19. Robert Keropian: Founding principal at ECHS
20. SSFUSD Teacher: retired after 50 years in classrooms locally
21. Ann Stluka: Teacher/Coach; state championship; Hall of Fame, SF State
22. Ted Marr and Wife: Drama teachers at ECHS
23. Barry Nagel
24. Eleonor Fourie
25. Cecelia and Milton Bronstein

POSSIBLE FACILITIES FOR NAMING

1. Terra Bay Recreation Building
2. Section of Bay Trail
3. Oyster Point Ferry Terminal
4. OMP Tennis Courts/basketball courts/other buildings
5. OMP Bocce Courts
6. SSF Linear Park
7. Various school facilities, particularly at El Camino
8. OMP Swimming Pool
9. Sculpture Garden, OMP
10. Small Gym, SSFHS
11. Conference Center; various break-out rooms

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
CELEBRATION OF 100 YEARS OF HIGH SCHOOL EDUCATION
1913-1914 to 2013-2014**

ORIGINS: The South San Francisco schools were initially part of the San Bruno District, created in 1866. In 1909 South San Francisco School District separated from San Bruno and subsequently a successful election was held in June of 1913 creating the high school that year. The first high school class was enrolled and began instruction. The initial class contained 19 students, 15 freshmen and four transfer sophomores from San Mateo High School, and classes were conducted on the second floor of the Grand Avenue Grammar School. After two years of dual use, that facility was reconverted to an elementary school subsequently closed due the Field Act's earthquake restrictions, was a District storeroom facility for several years and eventually became the South San Francisco Senior Center. That building, while substantially remodeled, still retains elements of the original grammar school. Some of our senior residents who frequent the Center can remember their days at that school.

There were three teachers that first year: George Britton was the principal as well as teaching Latin and history. Ivy Wilkinson taught math and science, and Rue Randall Clifford ("Cliffie") taught English, history and geography. Miss Clifford is generally regarded as the first high school teacher in the City, and is the most renowned and influential teacher in the District's history.

Baden Bungalow

In 1915, the first high school building was constructed next to the Grand Avenue School, known at the time as the Baden Bungalow. This four room bungalow housed an average of 20 students, the original three teachers and two additional teachers who taught art, German and commercial studies. The Baden Bungalow served as the single high school building for the next two years until the completion of the new high school, built with funds from a \$66,000 bond issue, passed with a vote of **110 Yes** and **3 No** votes. At the time of the 1916 vote, there were 35 students enrolled in the high school.

The Baden Bungalow, used for some years in the early days as a music room, remained on the Grand Avenue site until the land was sold by the

school district for construction of the Magnolia Senior housing complex, completed in 1987. In the years prior, the site housed several portable buildings, and was the home of the Baden Continuation High School. When the bungalow was razed, the beams, window frames and portions of the interior siding were preserved for their historical significance. A new building, similar in style to the bungalow, and using much of the saved material was constructed on the site in the mid-1980's, and is used as a social hall for the Magnolia residents. Some of the pictures of the original high school are on display in that building.

Class Requirements: Circa 1913-1920's

- **1913:** (Freshmen & Sophomores:
 1. Latin
 2. History: US & World
 3. English
 4. Science
 5. Geography

- **1915:** Above subjects plus:
 1. Art
 2. German
 3. Commercial studies

- **1916:** Athletic Teams were added
 1. Physical Education
 2. Bookkeeping
 3. Typing
 4. Freehand drawing
 5. Spanish
 6. Mathematics

- **1919:** Seven classes per day, with two fields of study (Vocational and College)
 1. Journalism
 2. Art
 3. Government
 4. Drama
 5. Domestic Science
 6. Home Economics

7. Biology
 8. Manual Training
 9. Auto Mechanics
 10. Band
 11. Orchestra
- **1925:** Industrial Tech Building added:
 1. Sewing
 2. Mechanical drawing
 3. Cooking
 4. General shop classes

 - **1926-1930's**
 1. Solid Geometry
 2. Trigonometry
 3. Chemistry
 4. Craft work
 5. Physics
 6. Stenography

High School on Spruce Avenue

The construction of the high school on Spruce Avenue was nearly completed by the spring of 1917, but the auditorium was not yet finished, so the graduation ceremony was held at the Metropolitan Hall (now the location of Good and Fowler CPA's) at Grand and Linden. Three girls comprised the first class: Florence Brawn, Helen Carmody and Emma Johnson. That structure would serve the community for the next 34 years until the present school was constructed, the need occasioned by the growth of the City's population. Reflecting that was the student growth; in 1920 the freshman class had 33 students, which almost alone outnumbered the rest of the classes combined. In 1921 there were 16 graduating seniors. That \$66,000 built a school that was nearly indestructible according to the company that was hired to raze it and finally did with great difficulty.

The gymnasium on the Spruce site, built in 1925 had multiple uses. The rear portion on Tamarack Lane housed the Industrial Technology classes, including sewing, cooking, art, mechanical drawing and shop classes. The gymnasium was home court for the high school basketball teams for the next 35 years. Only tennis shoes or socks was allowed on the court floor and

today, after being out of use from 1952 until the mid-1980's when the building was used for storage, that 90 year old floor, still in excellent condition, is used by both the City and the School District for multiple activities.

The Industrial Technology facilities, also unused for many years, were reconverted in the late 1990's to become the **Community Learning Center**, a hub of activities for area residents and their children.

Extra-Curricular Clubs & Activities: (Circa 1913-1950)

- Drama Club (1917)
- Iris Yearbook (1917)
- Glee Club (1916)
- Intramural sports (1918)
- Debating Team
- Junior/Senior Campfire Girls
- Girls' League (1923)
- Ether Wave Club: In 1924 the Club won the first Radio Spelling contest in the history of the world (commented Will C. Wood, the state Superintendent of Public Instruction).
- Junior Exchange Club (1928)
- Hi-Y and Tri-Y
- School newspaper (1935 – part of Enterprise Journal publication)
- Radio Club (constructing ham radios – working toward ham radio licenses: Advisor Charles Sellick)
- Block Letter Society (1920's)

Athletics

The high school entered the Peninsula Athletic League as early as 1916, and began competition against other league members, including Los Gatos, Redwood City, Campbell, Palo Alto, San Mateo, San Jose and Santa Clara. Considering there were some 35 students school-wide, most everyone participated in athletics, which included boys' and girls' basketball and baseball. Volleyball, field hockey, track and softball were added over the next several years. Football and soccer began later in the early 1920's, with contests being played on "Hunter Field" behind the school, named after Floyd "Doc" Hunter, the first non-principal coach. That tiny student body, half of whom were girls, made early football contests a challenge. For example, in 1921 the football team tied with Cogswell High of San

Francisco, 14-14, but was outscored in the following three games 132 to zero. In more recent years, both high schools were and are fortunate to have dedicated and successful coaches in a variety of sports programs for both young men and young women.

Rue Randall Clifford

Rue Clifford coached basketball among several other girls' sports, organized a girls' athletic play day, and was the forensics coach and the debate coach, and directed plays, advised the glee club, and was advisor to the yearbook and the school newspaper the "Blue and White" in addition to her classroom duties. When football was introduced, she was the leading supporter of the team, often taking players to her beloved UC Bears' games in Berkeley. She would award a paper hat called a "Clifford Katie" (origin of the name lost to history) to South San Francisco's best player in each football game. In a simpler time, this award was much sought after by the players (one of these hats is on display at the SSF Historical Museum). It is little wonder that the District football stadium is named Clifford Stadium, commemorating her over 50 years of devotion to the school and its students. It should also be noted that "Cliffie" was a significant figure in the history of the City as well. She organized the petition drive to obtain the resident signatures to qualify for the Carnegie Library grant, obtained many of those signatures in 1914 by riding on horseback throughout the young city. Her efforts, along with two other volunteers, led to the construction of the Grand Avenue Library. She served as a secretary of the Library Board from 1927 until a month before her death in October of 1964. . During World War Two, she was active in operating the Hospitality House, at the Metropolitan Hall, for servicemen. Upon reaching the mandatory retirement age (as dictated by school district policy up to the 1970's when state law changed), she continued on at the school in a classified position. She was the heartbeat of the school from 1913 until her retirement from teaching in 1955. She then continued at the school as a library assistant. .

B Street High School

By the late 1940's the Board of Trustees realized that a new facility would be necessary as the City was growing rapidly in the post World War Two period. The District had, at that point, well over 2,000 students overall, and by 1950, 535 high schools students were being housed on the Spruce site.

The voters passed a \$750,000 construction bond and an increased tax rate for six years, and the school was built in phases, finally housing students in 1952-3. The continued growth of residents and the need for double sessions at South San Francisco High resulted in the subsequent construction and opening in 1961 of El Camino High School on the site of the Reichardt Duck Farm which was forced to relocate to Petaluma. El Camino High School continues to serve the northern portions of South San Francisco's housing sub-divisions, including Buri Buri, Sunshine Gardens, portions of Westborough and Winston Manor's three separate developments, as well as the other northern housing areas. The District had over 13,000 students in the early 1970's before settling in at the 9-10,000 range.

DRAFT

Update suggestion from Gene Mullin

ONCE UPON A TIME COLORING BOOK

In our conversations about developing more pride about South San Francisco among the general population, we talked about sprucing up the coloring book done by the Historical Society in 2001.

The book is really well done, with excellent pictures and dialogue. Dorothy Bartell's history and Mary Szasz's artwork hold up well.

In the 15 years since publication, we've undergone significant change and that should be reflected in a new edition of the coloring book if that seems appropriate.

A few thoughts as a starting point for conversation:

- There are a couple of pages that could be combined to add space for some additions
- Some of the images and dialogue could be sequenced differently to provide a tighter time line for the development of the community
- Facing pages for the coloring activity could have historical photos to illustrate the images to be colored.
- Alternatively, the facing pages could have a Then/Now imagery (ie: cattle grazing areas then, Westborough development now, etc)
- I would suggest the descriptions be in both English and Spanish to accommodate and integrate the residents of the community.
- Front page could be spiffier by including perhaps an Iris with a Double Helix juxtaposed or some other imagery
- Recycled paper should be used even though it's a bit more expensive
- A few additions to the coloring book would seem appropriate as follows:

1. Oyster Point Marina/ Ferry Service (good visuals and opportunity for coloring activities)
2. BART Station
3. City Hall and Carnegie Library
4. Add City parks visuals (coloring activities could include swings and

slides; visuals Fernekes Bldg/park signs/ball fields; Centennial linear park with signs, Sister Cities linear park and so forth

5. More on schools; include Magnolia Center/ Spruce School, etc; kids at school desks for coloring, etc. Brief history of school district
6. Something about 2008 centennial celebration/observance; Centennial Clock on Grand or similar iconic image
7. MSB and Council Chambers: connection to how we're governed; pix of chambers perhaps along with other civic activity pix
8. New page on biotechnology development; Birthplace of Biotechnology sign photo on descriptive page
9. Housing developments pictured with nice coloring page of a typical house and/or apartment
10. Kaiser Hospital as a major employer and presence in the City; coloring opportunity of doctor/nurse/patient...
11. New City flag shown somewhere; perhaps along with Historical Society logo.

Initial Suggestions for Dialogue / Photo changes

PAGE:

2. Where irises are found – picture of Sign Hill; Iris logo on historical markers – explanation and location of markers? - where Iris logo is also used (SSFHS Yearbook for example)
4. Picture of San Bruno Mountain area where shell mound is located
6. Rancho Buri Buri entrance sign; Buri Buri School sign
8. Picture showing flower farms off Hillside Blvd.
10. McLellan Blvd. Sign; greenhouses behind OMP
12. Historical photo of stockyards/Westborough photos
14. El Camino campus shot; Chives?
16. Reichardt photo; ECHS photo
17. Duck drawings enhanced?
18. Historical picture of early canals/waterways
20. Rewording perhaps/ early Swift & Co photos/others
22. Industrial photos of various types
24. Ship launching photos/ channel photos
26. Reword (St. Paul's gone); church pictures
28. SFO pictures/ reword/ Hiller Museum pictures?

30. Reword/ change sequence with following pages; Genentech focus/ city signage included

32. Biotech focus on double helix, genetic engineering, etc. Color – in page should reflect change.

34. Pretty Sign Hill picture

Just a quick overview; many other changes of picture, dialogue and color pages to present a broader picture of the City should be entertained.

May 28, 2021

Hon. Mark Addiego
Mayor of South San Francisco
City Hall

Dear Mr. Mayor:

With the passing of Gene Mullin, I thought it might be appropriate to commemorate his involvement in the community by naming the Community Learning Center after him.

As we know, he was a positive force in the political arena, both local and state. However, his foundation was teaching. Naming the Community Learning Center after him would be a way to honor him and recognize his legacy. After all, the primary mission of the Community Learning Center is learning and, the other side of the coin, teaching.

Thank you for your consideration.

Sincerely,



Robert Turnberg
811 Stonegate Drive
South San Francisco, CA 94080

LOS ANGELES

LAW OFFICES
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840 MALCOLM ROAD
BURLINGAME, CALIFORNIA 94010
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NEW YORK

April 9, 2021

PERSONAL

Kumkum Gupta, President
South San Francisco Public Library Foundation
840 West Orange Avenue
South San Francisco, CA 94080

***Re: Contribution for the SSF Community Learning Center
in Honor of Hon. Gene Mullin***

Dear Ms. Gupta:

Enclosed please find Cotchett, Pitre & McCarthy's donation in the amount of **\$10,000** to support the **SSF Community Learning Center** in honor of **Gene Mullin**.

Gene was a dear friend of many here on the Peninsula and in our State and we want to contribute to the SSF Community Learning Center to recognize his love of education and his years of dedicated service to his community. We would hope that the **SSF Community Learning Center** can be named after him in remembrance of the many lives he touched.

From all of us at the firm,

JOSEPH W. COTCHETT
MARK C. MOLUMPY
ANNE MARIE MURPHY
BRIAN DANITZ
JULIE L. FIEBER
SARVENAZ J. FAHIMI
JOHN P. THYKEN

FRANK M. PITRE
JUSTIN T. BERGER
ROBERT B. HUTCHINSON
ERIC J. BUESCHER
GARY A. PRAGLIN
DONALD J. MAGILLIGAN
KELLY W. WEIL

NIALL P. McCARTHY
NANCI E. NISHIMURA
ADAM J. ZAPALA
ELIZABETH C. TRAN
ALEXANDER E. BARNETT
TAMARAH P. PREVOST
KARIN B. SWOPE

Enclosure

BL--South San Francisco Public Library
As: South San Francisco Public Library Foundation
Check: 86105

Wells Fargo Bank
WF CHECKING 1020 1099
Date: 04/12/2021

Date	Bill #	Reference Number	Amount Due	Amount Paid/Applied
04/09/2021	210409	Donation-to Support SSF Community Learning Center in Honor of Hon. Gene Mu	\$10,000.00	\$10,000.00
Net Amount:				\$10,000.00

86105

COTCHETT, PITRE & MCCARTHY, LLP
840 MALCOLM RD STE 200
BURLINGAME, CA 94010

WELLS FARGO BANK, N.A.
www.wellsfargo.com
11-4288/1210

Ten Thousand Dollars

DATE	AMOUNT
04/12/2021	**10,000.00**

PAY
TO THE
ORDER
OF

South San Francisco Public Library Foundation



AUTHORIZED SIGNATURE

⑈0000086105⑈ ⑆121042882⑆ 1201111099⑈

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STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0022
(916) 319-2022
FAX (916) 319-2122

DISTRICT OFFICE
1528 S. EL CAMINO REAL, SUITE 302
SAN MATEO, CA 94402
(650) 349-2200
FAX (650) 341-4676

Assembly California Legislature



KEVIN MULLIN
SPEAKER PRO TEMPORE
ASSEMBLYMEMBER, TWENTY-SECOND DISTRICT

COMMITTEES
BUDGET
BUSINESS AND PROFESSIONS
ELECTIONS AND REDISTRICTING
REVENUE AND TAXATION

SUBCOMMITTEES
BUDGET SUBCOMMITTEE NO. 3 ON
RESOURCES AND TRANSPORTATION

SELECT COMMITTEES
CHAIR: BIOTECHNOLOGY

CALIFORNIA WORKFORCE
DEVELOPMENT BOARD

April 21, 2021

Mr. Joseph Cotchett
Cotchett, Pitre & McCarthy
840 Malcolm Road
Burlingame, CA 94010

Dear Joe & the Partners of CPM,

On behalf of the Mullin family, I am writing to express our deep appreciation and gratitude to you and the partners of CPM for the extremely generous donation of \$10,000 to the South San Francisco Community Learning Center (Via the SSF Public Library Foundation) in honor of my late father, Gene Mullin. Thank you also for the well-penned Op-Ed honoring my father in the April 19, 2021 edition of the San Mateo Daily Journal.

As you know, the creation of the SSF Community Learning Center held special prominence during my father's tenure on City Council and as Mayor. This Center, located adjacent to the Spruce Elementary School campus, is an exemplary partnership between the city and school district. This holds unique significance for us given my father's long history with both the City and the school district, first as a long-time civics teacher at South San Francisco High School and subsequently as a Councilmember and Mayor of the City of South San Francisco. And as you know, the Spruce School site (where our Congresswoman Jackie Speier attended school) is also where my mother-in-law Karen Stanfill taught as well. We were elated at your suggestion that the CLC be renamed in our father's honor as it would celebrate his legacy in both the school district and city government.

Please know how important your friendship, support and counsel over the years was to my father and to me personally. We are eternally grateful to you, Joe, and your colleagues who are ensuring that my father's city and school district service is remembered.

Thank you so very much again. My father would be so touched by your generosity and support of the South San Francisco community. May God bless you all.

All the best,

A handwritten signature in blue ink that reads "Kevin Mullin".

Kevin Mullin
Assembly Speaker pro Tem
California State Assembly



Cc: The Women & Men of Cotchett, Pitre & McCarty
Congresswoman Jackie Speier
Kumkum Gupta, President, South San Francisco Public Library Foundation
Mark Addiego, Mayor City of South San Francisco

The following pages are attachments for Item 2.



Staff Report

DATE: March 26, 2021

TO: School District Liaison Subcommittee

FROM: Greg Mediati, Deputy Director of Parks and Recreation

SUBJECT: Discussion of the Childcare Memorandum of Understanding and Renewal for the 2021-2022 School Year.

RECOMMENDATION

It is recommended that the School District Liaison Subcommittee receive a report on the status of the Childcare Memorandum of Understanding for the 2021-22 school year, and provide feedback and direction to staff.

BACKGROUND/DISCUSSION

In 2016, the South San Francisco Unified School District (District) and the City of South San Francisco (City) entered into a memorandum of understanding (MOU) to define their relationship and responsibilities in connection with City-operated before and after school licensed recreation programs, City-operated After School Education and Safety (ASES) grant-funded programs, and City-operated Summer Camp programs which typically operate at Ponderosa Elementary School in addition to several non-District sites.

Currently, the City operates and subsidizes programs at the District locations noted below. Also included below are each site's licensed or otherwise approved capacities. During COVID-19, however, capacities for the City's distance learning support programs at each of these sites have been reduced to meet minimum physical distancing and room capacity standards.

Before and After School Recreation Program

- Buri Buri Elementary School (130 children)
- Monte Verde Elementary School (200 children)
- Ponderosa Elementary School (160 children)
- Spruce Elementary School (30 children)

ASES Program

- Community Learning Center / Library Department Program (75 children)
- Los Cerritos Elementary School (55 children)
- Martin Elementary School (55 children)

Summer Camp

- Ponderosa Elementary School (113 children)

The MOU “places additional responsibilities and obligations on the parties in connection with the City’s use of District’s facilities,” and “in no way replaces or supersedes the requirements and obligations under the Joint Use Agreement already in place.” After the initial agreement expired in 2020, the City and District renewed the existing agreement for an additional one year term, which expires July 31, 2021. The purpose of the MOU is to:

- Memorialize program operating hours;
- Align the City’s program with the District’s school year calendar;
- Specify classrooms, bathrooms, outdoor space, and campus access at each location;
- Clarify the provision of keys and alarm codes;
- Document District contributions required to meet requirements of the ASES grant, for which the City serves as the grant lead agency on behalf of the District;
- Identify Ponderosa School as a designated Summer Camp site, unless an alternative site is provided by January of that year;
- Outline custodial responsibilities for each agency for childcare sites;
- Condition that the City obtain District approval for use of school sites on non-school days and school breaks;
- Extend the City first right of refusal for new or expanded childcare programs at school sites where the City already operates a program to avoid space conflicts with providers;
- Provide a timeline and approval process for new or expanded programs; and
- Require an annual meeting to evaluate the relationship and identify any issues.

The Joint Use Agreement between the City and School District, which does not expire until 2028, is the controlling document. A copy of the Joint Use Agreement is attached for Liaison Committee’s convenience. All of the Park and Recreation Before and After School and Summer Camp programs that are operated in partnership with the District continue to be covered by the Joint Use Agreement. There is no financial or budgetary impact related to the Childcare MOU.

Staff appreciates the past and ongoing commitment from the District in serving the District’s children by supporting the City’s provision of affordable high-quality care and learning support outside of school hours through this partnership.

Staff Report

Subject: Discussion of the Childcare Memorandum of Understanding and Renewal for the 2021-2022 School Year.

Date: March 26, 2021

Page 3

Staff from both the City and District met on February 24 to discuss the Childcare MOU and plans for the summer. The District staff proposed a redlined copy of the MOU to City staff at that meeting, which staff is reviewing presently. Staff will report verbally on any additional updates on the progress of this effort between the time of drafting this report and the Liaison Committee Meeting.

Discussion and feedback from the Liaison Subcommittee is appreciated.

By: 

Greg Mediati

Deputy Director of Parks and Recreation

Attachments:

SSFUSD/City of South San Francisco Joint Use Agreement
2020-21 Childcare Memorandum of Understanding

**AGREEMENT BETWEEN CITY OF SOUTH SAN FRANCISCO
AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AUTHORIZING JOINT USE OF FACILITIES**

THIS AGREEMENT, made and entered into this 1st day of March by and 2008
between the CITY OF SOUTH SAN FRANCISCO, a municipal corporation, hereinafter
called "CITY" and the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT, a
unified school district, hereinafter called "District";

WITNESSETH

WHEREAS, City and District are interested in and concerned with the provision
of adequate facilities for their respective activity programs and the well-being of the
community of both the City and District; and

WHEREAS, District and City have certain facilities under their respective
jurisdictions suitable for such programs and the District and City have in their employ
certain employees well qualified to supervise, direct and conduct such programs; and

WHEREAS, City and District recognizing that they occupy a similar geographical
area, and that they desire to minimize the economic waste of competing for separate
facilities at the expense of the common taxpayer when said facilities may be
economically programmed for their respective activities and common recreational
activities under a mutually agreed program; and

WHEREAS, the City, pursuant to Government Code Section 37350, et seq., the
District, pursuant to Education Code 10900, et seq. ("Community Recreation Act"), and
each, pursuant to Government Code Section 6500, et. seq., are authorized to contract
in the manner herein provided for said purposes; and

WHEREAS, City and District desire to enter into an agreement for the purpose of implementing their respective programs and providing more adequate facilities for the community which is composed of District and City, thereby providing for said programs in a more economical manner;

NOW, THEREFORE, City and District, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, agree as follows:

1. INCORPORATION OF RECITALS.

The above recitals are incorporated herein.

2. DEFINITIONS.

- A. "District Facilities" refers to all School District Facilities available for use by the City, as shown on Exhibit 1.
- B. "City Facilities" refers to all City Facilities available for use by the School District, as shown on Exhibit 2.
- C. "Custodial Services" refers to cleaning of rest room surfaces and fixtures, vacuuming of carpeted surfaces, mopping of multi-purpose floors, removal of trash in and around buildings and fields, with all supplies and equipment furnished by the facility owner.
- D. "Facility Maintenance" refers to plumbing, heating, and painting repairs to permanent structures; mowing, irrigation repairs, field preparation, trash removal, and lawn care.
- E. "Field Maintenance" refers to lawn care, quick couplers (infield and lawn), infield, backstops, dugouts, ballfield fences, bleachers, trash removal, and tree limb pruning (relative to field safety only).

- F. "Sponsored Event" means an event that the District or the City identifies as a sponsored event to the other party conducted for educational, recreational, or municipal purposes.
- G. "Community Recreation Program" means a program or event sponsored by one of the City's non-profit co-sponsored groups, such as Youth Soccer or Pee Wee Baseball, or another non-profit community club or group that is the direct provider of recreational, educational, or social activities for the community.
- H. "Joint Facilities" include both City and District Facilities shown on Exhibits 1 and 2.

3. AVAILABILITY OF DISTRICT FACILITIES FOR USE BY CITY.

District agrees to make the District Facilities available to City for City-sponsored community recreation activities at the times and upon the terms set forth in this Agreement.

A. The District Facilities to be used for such purposes shall be those agreed upon between the Director of Recreation and Community Services of City, hereinafter called "Director", and the Associate Superintendent/Business of District, hereinafter called "Associate Superintendent", at such times as may be agreed upon by the Director and Associate Superintendent. City shall use and maintain District Facilities at such times and in such a manner so as not to interfere with the use of District Facilities for public school purposes pursuant to the Community Recreation Act, including Section 10910 of the California Education Code. District Facilities include classrooms, rest rooms,

auditoriums, cafeterias, gymnasiums, social rooms, tennis courts, play fields, and swimming pools.

- B. City shall provide all materials and equipment to be used in City-sponsored community recreational activities, it being understood and agreed, however, that all permanently installed equipment owned by District on District Facilities may be used for such community recreation activities, with the exception of the scoreboards and PA systems at the El Camino High School and South San Francisco High School Gymnasiums, which shall be for the exclusive use of the District, as indicated on Exhibit 1.
- C. City shall provide all supervisory personnel whenever City recreation activities are being conducted on District Facilities, and City personnel shall be responsible for the security of District Facilities during City use.
- D. City shall be responsible for exercising reasonable care of District Facilities during City-sponsored community recreation activities and for repairing damage caused by City use and programs being conducted on District Facilities, with the exception of damage to District Facilities caused by normal wear and tear and occurrences beyond the reasonable control of the City.
- E. Any and all persons using District Facilities shall abide by all applicable state and federal laws and regulations, City ordinances, and the District Facility Policies and Procedures. The City shall endeavor to ensure that any City or City Sponsored Events are conducted in a manner consistent with this prohibition.

F. District shall provide all Custodial Services for District Facilities when these facilities are used for an event jointly sponsored by the City and the District. When the City is the exclusive user of District Facilities, the City will provide Custodial Services, to ensure that District Facilities are in proper order for the next school day. When the City uses District Facilities during non-school time, e.g., summer months and times when school is not in session, the City will provide Custodial Services on a day-to-day basis.

G. District and City agree to the installation of capital improvements for the benefit of the community subject to mutual agreement by the District and City.

4. AVAILABILITY OF CITY FACILITIES FOR USE BY DISTRICT.

City agrees to make the City Facilities available to the District for District-sponsored educational and recreational activities at the times and upon the terms set forth in this Agreement.

A. The specific City Facilities to be used for such purposes, and times of use, shall be those agreed upon between the Director and the Associate Superintendent. District shall use and maintain said areas at such times and in such a manner so as not to interfere with their use for normal City purposes.

B. District shall provide all materials and supplies to be used for educational purposes and recreational purposes, it being understood and agreed, however, that all permanent equipment owned by City on City Facilities may be used for such purposes.

- C. District shall provide all supervisory personnel whenever District-sponsored activities are being conducted on City Facilities.
- D. District shall be responsible for exercising reasonable care of City Facilities during District-sponsored activities on City Facilities, and for repairing damage caused by District use and programs, with the exception of damage to City property caused by normal wear and tear and occurrences beyond the reasonable control of the District.
- E. City shall provide Custodial Services on City Facilities when City Facilities are used for an event jointly-sponsored by the City and the District. The District will provide Custodial Services before and after District-sponsored events.
- F. Any and all persons using City Facilities shall abide by all applicable state and federal laws and regulations, City ordinances, and the City Facility Policies and Procedures. The District shall endeavor to ensure that any District or District-sponsored events are conducted in a manner consistent with this prohibition.

5. SCHEDULING/REQUEST FOR USE OF FACILITIES.

When either party desires to use a Joint Facility of the other pursuant to the terms of this Agreement, it shall so schedule as far in advance as possible. Dates not so scheduled 60 days in advance may be made available to other parties or agencies. Both parties to this Agreement agree to advise the other of any relevant third party bookings. Third parties (non-profit groups) desiring to use school facilities may book through the City or directly with the District. For-profit businesses and groups shall book through the District directly. Such requests

shall be subject to rules and regulations as may be imposed by the City and/or applicable District School Board adopted policies and provisions, including but not limited to the District's fee schedule adopted pursuant to the Community Recreation Act. The referenced polices and procedures may be subject to change and modification by either party to this Agreement. Any such change, however, shall be effective no sooner than 30 days after notification of the change to the other party to this Agreement.

6. RESPONSIBILITY FOR SUPERVISION AND PROGRAMS.

A. A fter school hours and during vacation periods:

The City's Recreation and Community Services Department shall be responsible for the supervision of City-sponsored activities in the District Facilities after school hours and during vacation periods. The City shall provide adequate personnel to supervise City-sponsored activities. The personnel of City's Department shall be under the supervision of the City as hereinafter provided.

B. During school h ours:

Where City-sponsored activities in District Facilities are also beneficial to the District's programs, such as before or after school childcare programs scheduled for half-day kindergartners during hours when upper grades are still in school, it shall be permissible to allow the working hours of the Recreation and Community Services Department's personnel to be integrated with the school hours. In the event such activities are conducted during school hours with school children, the City agrees to the following:

1. Employee Cooperation. The employees of the Recreation and Community Services Department shall cooperate and comply with direction from the principal of the school at which the site or facility is located.
2. Verification of Qualifications. City shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with the City's use of the District Facilities.
3. Fingerprinting and Criminal Background Investigations. City shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 10911.5. City's responsibility shall extend to all City employees, volunteers, and/or individuals acting as independent contractors of the City, except for those staff employed by the District. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment with City.
4. Overlapping Employment. City understands that its employees are employed solely by City and responsible to City during all hours worked for City, whether paid or unpaid. The parties acknowledge that District employees may become staff of the City. City agrees that District employees shall not be required to work for City during times the person is on District employment. When employed by City, District employees are

responsible to City during all hours worked exclusively for City during City-sponsored events.

C. Program Planning:

Original program planning shall be the responsibility of the recreation leader, supervisor of the recreation division and the school principal. School principals may advise and recommend regarding the planning and administration of recreation programs to be conducted by the City on the District Facilities under said principal's jurisdiction. In this regard, it is recognized that District Facilities are intended primarily for school purposes and for the benefit of children of school age and, therefore, in planning programs and schedules for activities in District Facilities, the recreational needs and opportunities of such children shall be well provided for and adequately protected.

D. Dangerous Conditions:

Each party shall report to the other party any defects or dangerous conditions in any of the facilities covered by this Agreement within 24 hours of discovery, or sooner if practicable, by telephone call to a designated representative of the party to be notified. Each party shall provide the other with current emergency contact information for such purposes, including contact information for evenings and weekends. In addition to a telephone call, the party discovering the defect shall provide written notice to the designated representative of the party to be notified no later than the next business day after discovering the defect. If a party becomes aware of a defect or

dangerous condition on any field or facility covered by this Agreement, that party shall immediately cease all activities on the facility until the condition has been corrected and clearance has been given by the owner of the facility to resume use.

7. SWIMMING POOLS.

Except for periods when use is required for educational purposes or for maintenance and repairs, as designated by the Associate Superintendent, District throughout each year shall make the pools listed in Exhibit 1 available to the City for community swimming. The City shall cover the out-of-pocket costs for custodial staff and supplies, as well as chemicals and utilities when City is the exclusive user of the swimming pool(s), (e.g. in the summer months). The City shall share out of pocket costs equally with the District during the summer months when summer school is in session. The District will provide an invoice at the end of the summer session to the City for reimbursement of these costs.

8. GYMNASIUMS.

A. The District will utilize the high school gymnasiums listed in Exhibit 1 (“Gymnasiums”) during normal days of school operation from 8:00 a.m. to 6:00 p.m., with the exception of Spruce Gym, where the District agrees to extend to the City the use of Spruce Gym for school day care and general community recreational activities after 2:30 p.m. on normal days of school operation. Permitted use shall conclude by 11:00 p.m., except by special request, and with the City’s agreement to pay overtime for custodial staffing if necessary.

- B. The City may utilize Gymnasiums for City-sponsored programs at all other times. Use shall be requested as far in advance as possible. Dates not so scheduled 60 days in advance may be made available to other parties or agencies.
- C. Use times may be adjusted by mutual consent of both parties to meet mutual needs.
- D. Upon reasonable notice, the District reserves the right to utilize Gymnasiums for school-related activities during normal City operation times. Augmentations and modifications to this schedule will be provided to the City as soon as practicable.

9. MAINTENANCE OF DISTRICT FACILITIES.

District shall maintain at its sole cost and expense all equipment and improvements in District Facilities installed or constructed for educational or special recreational uses and which are not normal or necessary for City purposes.

10. MAINTENANCE OF CITY FACILITIES.

City shall maintain, at its sole cost and expense, equipment and improvements in City Facilities installed or constructed for special recreational uses and which are not normal or necessary for District purposes.

11. MAINTENANCE OF SCHOOL ATHLETIC FIELDS.

A. General field maintenance ("Field Maintenance") includes the following:

1. Lawn care
 - Mowing
 - Fertilizing, edging, broadleafing, aerating
 - Irrigation (clock, valves, heads and laterals)

2. Quick couplers in infield and lawn
 3. Infield
 - Surfacing
 - Sodding
 - Layout
 - Bases, pitcher's mound and home plate
 4. Backstop
 - Repairs
 - Paint
 5. Dugouts
 - Bench repairs
 - Cans with fines
 6. Ballfield fences
 - Repair
 7. Bleachers
 - Repairs, cleanup, paint
 8. Trash Removal
 - Receptacles and loose debris
 9. Tree limb pruning relative to field safety only
- B. The City shall provide year-round field Maintenance, as well as Facility Maintenance limited to periods of permitted City use for the following District Facilities:
1. BURI BURI ELEMENTARY SCHOOL
 - Large and small baseball fields
 - Fields and lawn
 2. HILLSIDE ELEMENTARY SCHOOL (TERRABAY)
 - Baseball and soccer fields
 - Parking lot past cattle gate
 - Bathroom/storage building
 - Bleachers
 - Area inside field fencing
 3. MARTIN ELEMENTARY SCHOOL (PARADISE)
 - Baseball field
 - Area inside field fencing

- Road along field between field and Paradise Park

4. PONDEROSA ELEMENTARY SCHOOL

- Baseball field
- Baseball field lawn
- Bleachers area
- Weed abatement from the field to an area along the perimeter of the fence

5. ALTA LOMA MIDDLE SCHOOL

- Baseball and soccer fields
- Lawn inside (and including) track
- Bleachers

6. BADEN HIGH SCHOOL/ADULT ED. (SOUTHWOOD)

- Baseball field
- Baseball field lawn inside path
- Bleacher area
- Soccer field (mowing only)
- Weed abatement from the field to an area along the perimeter of the fence

C. The District shall provide ongoing Ballfield and Facility Maintenance for the following District Facilities:

1. Foxridge Elementary Site: Baseball diamond
2. Spruce Elementary School: Baseball diamond
3. Sunshine Gardens Elementary School: Softball diamond upper and lower field(s)
4. Parkway Heights Middle School: Baseball diamond
5. Westborough Middle School: Soccer field and track
6. South San Francisco High School: Football field, small baseball field, soccer field, and track

12. BADEN HIGH SCHOOL/ADULT ED. BATTING CAGES.

A. Development of Batting Cages. District agrees and understands that City shall install batting cages on District property at Baden High School/Adult Ed. (Southwood) ("Batting Cages"), intended for exclusive use, operation, control,

- management, maintenance, safety, and supervision for recreation purposes by City and co-sponsored community groups only. City shall design and install in such fashion as to not unnecessarily obstruct District's development and use of the field.
- B. City shall pay all costs of design, construction, and maintenance of the Batting Cages.
 - C. The Board of Trustees of the District will pass a resolution stating that the Batting Cages will not be used for school purposes and that no pupils or teachers, as such, will be permitted to use or enter the building/structure.
 - D. A sign will be posted on the Batting Cages in a conspicuous location stating that the Batting Cages do not meet the Field Act requirements with respect to structural standards as required by law and earthquake safety.
 - E. The Batting Cages will be for the exclusive use of the City and City programs/staff and the City will assume sole, exclusive and full liability for the use, operation, control, management, supervision, maintenance and safety of the Batting Cages and all persons who use them at all times.
 - F. If at a future time, the City has no use for the Batting Cages, the Batting Cages can be removed at the City's expense. The District may request that the Batting Cages be removed at the City's expense at any time in the future. The District shall provide reasonable notice and good cause to the City for such a request. Upon receipt of such request, City shall remove the Batting Cages at its expense and return the property where they were located to its condition prior to installation of the Batting Cages.

13. MAINTENANCE OF DISTRICT FACILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 11 OF THIS AGREEMENT.

District shall furnish water, materials, and labor for maintenance of District Facilities and sites developed and made available to City for community recreation pursuant to this Agreement.

14. FURNISHING OF RESTROOMS.

District shall be responsible for furnishing suitable and adequate wash rooms and rest rooms at all inside District Facilities where such accommodations are available. Such accommodations shall be available for use on such days and at such hours as City-sponsored events and Community Recreation Programs are normally conducted.

15. DAMAGE AND INSURANCE PROVISIONS.

A. Indemnification and Insurance

Each party agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees and volunteers from any and all claims, losses, penalties and liabilities of any nature, at law or equity, including attorneys' fees, to the extent caused by, arising out of, or in connection with, the indemnifying party's actual or alleged negligent acts or omissions pursuant to this Agreement. An indemnifying party's indemnification obligation shall not be limited to insurance proceeds, if any, received by the indemnifying party, its officers, officials, agents, employees or volunteers. This Section 15 shall survive the termination of this Agreement.

Each party agrees to comprehensive public liability insurance coverage in the amount of at least Three Million Dollars (\$3,000,000) per occurrence,

combined single limit, to protect City and District, their officers, officials, agents, employees and volunteers against claims for bodily injury, wrongful death, and property damage arising from City or District's participation in the uses and activities described herein. The form of insurance shall be satisfactory to City and District and may include self-insurance at levels acceptable to both parties. Each policy shall be primary coverage and non-contributory to any coverage the other party may maintain. Each party's policy or policies shall name the other party as an additional insured. Each policy shall contain a full waiver of subrogation rights.

16. FUTURE SITES.

District shall inform City upon the acquisition of new school sites by District within the territory of City so that City may undertake such studies as are deemed necessary to determine the recreational needs of the area. City may inspect the grading and site plans and make recommendations regarding site development for the purpose of accommodating community recreation needs.

17. TERM AND TERMINATION.

The term of this Agreement shall be 20 years from the date of execution. For purposes of revision or update, an annual review of the provisions of this Agreement will be made by both parties. Either party may initiate renegotiation with one (1) year's written notice. Upon issuance/receipt of said notice, renegotiation shall commence immediately. Either party may terminate this Agreement without cause with one (1) year's written notice.

18. AUTOMATIC RENEWAL.

Upon expiration of the term of this Agreement, this Agreement will automatically renew with existing terms and conditions in effect for an additional ten years commencing _____ and ending _____, unless this section is amended, or unless either party provides notice to the other party of its intent not to renew the Agreement, such notice to be provided at least one (1) year prior to the expiration of the term of the Agreement.

19. RULES AND PROCEDURES.

The City Manager or designee and the School District Superintendent or designee may, if they deem it advisable, develop and establish rules and procedures to implement, clarify, or in another manner carry out the purposes and intent of this Agreement to promote an adequate community recreation program in the geographical area occupied by City and District, and said rules and procedures may be submitted to the City Council and Board of Trustees for approval and ratification.

20. DEFAULT.

In the event of either party's default of any material obligation under this Agreement, the non-defaulting party must give the defaulting party written notice of and a reasonable time to cure the default. If the defaulting party has not made a substantial effort to cure the default within a reasonable time, the non-defaulting party may perform the obligation at the expense of the defaulting party. The defaulting party shall reimburse the non-defaulting party for its reasonable

expenses arising directly from actions required to cure the default within thirty (30) days after the non-defaulting party submits a detailed invoice of such costs.

21. CONFLICTS OF INTEREST.

City and District agree that their governing boards shall avoid any relationship with the other party that constitutes or potentially constitutes a conflict of interest between City and District and/or members of their boards. This prohibition shall extend to employment with either City or District, in cases where a conflict of interest may arise from said relationship.

22. SEVERABILITY CLAUSE.

If at any time any clause of this contract is found to be unenforceable, all other clauses will remain in full force and effect.

23. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be in a court of competent jurisdiction in San Mateo County, California.

24. NOTICES.

All notices, including invoices, given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time:

To DISTRICT: South San Francisco Unified School District
Superintendent
398 B Street
South San Francisco, CA 94080

To CITY: City of South San Francisco
Director of Recreation and Community Services
P.O. Box 711
South San Francisco, CA 94083

IN WITNESS WHEREOF, the City of South San Francisco and the South San Francisco Unified School District have executed this Agreement on the day and year first above written, each of said bodies acting by and through its proper officers and officials they having been first thereunto duly authorized by resolution regularly introduced and adopted.

CITY: CITY OF SOUTH SAN FRANCISCO
a municipal corporation and political
subdivision of the State of California

ATTEST:

By: Pedro Gonzalez
Mayor

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

DISTRICT: SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT, a public body

ATTEST:

By: [Signature]
President, Board of Trustees

[Signature]
Superintendent of Schools

EXHIBIT #1

DISTRICT FACILITIES AVAILABLE FOR USE BY THE CITY

The following School District facilities shall be available for City use:

Elementary School Sites:

Buri Buri	Ballfield
Hillside	Ballfield
Foxridge	Ballfield
Los Cerritos	Playground, Classrooms, Multipurpose
Martin	Ballfield, Classrooms, Multipurpose
Monte Verde	Classrooms, Multipurpose
Ponderosa	Ballfield, Classrooms, Multipurpose
Spruce	Gymnasium, Ballfield, Classrooms, Multipurpose
Sunshine Gardens	Ballfields, Classrooms, Multipurpose

Middle School Sites:

Alta Loma	Multipurpose, Ballfield
Parkway Heights	Multipurpose, Ballfield
Westborough	Multipurpose, Ballfield

High School Sites:

Baden/Adult Ed. (Southwood)	Ballfield, Soccer, Batting Cages (when and if constructed)
El Camino	Gymnasium, Pool
South San Francisco	Small field in front of small gym, Gymnasium, Pool, Tennis Courts

EXHIBIT #2

CITY FACILITIES AVAILABLE FOR USE BY DISTRICT

The following City facilities shall be available for School District use:

Alta Loma Ballfields, Picnic Area, Tennis Courts

Avalon Ballfield, Picnic Area

Buri Buri Park, Ballfield, Picnic Areas

Municipal Services Building

Orange Memorial Park: Ballfields, Pool, and Buildings; Storage Shed for SSFHS
Baseball Program, Picnic Areas

Terrabay Gymnasium

Westborough Park Building

747

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

398 "B" STREET

SOUTH SAN FRANCISCO, CALIFORNIA

A G R E E M E N T

1 THIS AGREEMENT, made and entered into this 5th day of
2 February, 1968, by and between the CITY OF SOUTH SAN FRANCISCO,
3 a municipal corporation, hereinafter called "CITY" and the SOUTH SAN FRANCISCO
4 UNIFIED SCHOOL DISTRICT, a unified school district, hereinafter called
5 "DISTRICT";

W I T N E S S E T H:

6
7 WHEREAS, City is interested and concerned with the acquisition of an
8 easement as described in exhibit "A" attached herein across the lands of the
9 District which is known and referred to as Martin School; and

10 WHEREAS, District is interested and concerned with providing certain
11 controls over the maintenance use and development of this easement.

12 NOW KNOWING, City and District in consideration of the premises
13 and the mutual covenants herein contained agree as follows:

14 The following conditions shall be met by City:

15 1. Grading: As there will be several thousand cubic yards of soil
16 hauled into this site, a temporary fence shall be constructed
17 to effect complete isolation of the haul route from the school
18 playground; the grading shall be completed as one continuous
19 project within a 30 day period. Normal and adequate measure
20 shall be taken to control dust and other disturbances resulting
21 from the hauling operation. Should the time period between the
22 placement of the fill and the development of the site become
23 extended such that windborn dust from the new fill becomes a
24 hazard to persons or property, the city will immediately take
25 measures to control the dust.

26 The school site shall be returned to a condition acceptable
27 to District - after the completion of the construction work.
28 The small fill slope created near Hillside Blvd. shall be
29 planted in a manner acceptable to District.

30 2. Highway: the city will maintain the roadway at its expense
31 and shall keep it in an acceptable and sightly condition.

32

1 3. Granting of the Right: District hereby agrees that City shall
2 hereafter have an easement as more particularly described on
3 Exhibit A for the sole and limited purposes of pedestrian use
4 together with use by casual park maintenance personnel of City.
5 City's easement rights include the right to develop and
6 appropriately maintain said easement.
7 4. Insurance: Proper insurance provisions shall be effected to
8 provide the district with adequate protection from any damages
9 or suits resulting during the construction period or during
10 the continued use of the easement by the city.

11 IN WITNESS WHEREOF, the City of South San Francisco and the South San
12 Francisco Unified School District have executed this agreement on the day
13 and year first above written, each of said bodies acting by and through its
14 proper officers and they having been first thereunto duly authorized by
15 resolution regularly introduced and adopted, to execute same.

16 CITY: CITY OF SOUTH SAN FRANCISCO,
17 A municipal corporation and
18 political subdivision of the
State of California

19 ATTEST: [Signature] by [Signature]
20 City Clerk Mayor

22 DISTRICT: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
23 a public body

24 by [Signature]

26 ATTEST: [Signature]
27 School Board

28
29
30
31
32

EXHIBIT "A"

DESCRIPTION OF EASEMENT FOR ROADWAY AND ACCESS
PURPOSES ON AND ACROSS THE LANDS OF THE MARTIN
ELEMENTARY SCHOOL SITE, SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT, TO THE CITY OF SOUTH
SAN FRANCISCO

That parcel of land, situate in the City of South San Francisco, County of San Mateo, State of California, which consists of a strip of land within the following described lines:

BEGINNING at a point, said point being the intersection of the most northwesterly property line of the lands of the Martin Elementary School as recorded in the Official Records of San Mateo County on June 16, 1925 at 29 minutes past 2:00 p.m. in Volume 178 at page 5 and designated on the official maps of the Assessor of San Mateo County by number 12-061-010; said line bearing North $31^{\circ}40'$ East and the intersection of the aforesaid line with the most southerly line of that 70 foot right of way line of Hillside Boulevard; thence from said point of beginning proceeding along the northeasterly property line of said Martin School on an arc of a curve to the left having a radius of 1035.00 feet, an arc length of 20.94 feet, and subtending a central angle of $1^{\circ}09'33''$ to a point; thence leaving said northeasterly property line and proceeding South $21^{\circ}57'05''$ West, 162.80 feet to a point; thence turning and proceeding South $85^{\circ}17'05''$ West, 59.98 feet to a point on the northwesterly property line of said Martin School; thence proceeding along said northwesterly property line the following two courses: North $31^{\circ}35'24''$ East, 32.22 feet to a point; and North $31^{\circ}40'$ East 161.53 feet to the aforesaid point of beginning.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

This Memorandum of Understanding (“MOU”) is made and entered into as of July 31, 2020 by and between the City of South San Francisco (“City”), a municipal corporation, and the South San Francisco Unified School District (“District”), herein collectively referred to as the “Parties,” to define their relationship and responsibilities in connection with City-operated before- and after-school recreation programs (“City Programs”), City-operated After School Education and Safety (“ASES”) programs, and a City-operated Summer Camp program on school campuses.

Section 1. Recitals

Whereas, the City and the District entered into an Agreement Authorizing the Joint Use of City and District facilities (“Joint Use Agreement”) on March 1, 2008;

Whereas, this MOU places additional responsibilities and obligations on the Parties in connection with the City’s use of District’s facilities for the provision of City-operated before- and after-school recreation programs (“City Programs”), City-operated After School Education and Safety (“ASES”) programs, and a City-operated Summer Camp program;

Whereas, this MOU in no way replaces or supersedes the requirements and obligations under the Joint Use Agreement already in place;

Whereas, the City operates four (4) licensed City Programs for the benefit of its citizens at Buri Buri, Monte Verde, Ponderosa, and Spruce Elementary Schools; two (2) ASES programs at Los Cerritos and Martin Elementary Schools; and a Summer Camp program for local, elementary school-aged children, and desires to preserve the operations of such programs;

Whereas, the ASES Programs are a collaborative State-funded venture;

Whereas, the City Programs operate from 7:30 a.m. to 6:00 p.m. as indicated on the site license, and Summer Camp also operates from 7:30 a.m. to 6:00 p.m.;

Whereas, the ASES programs operate from school dismissal time (including kindergarten dismissal time, early release, and minimum day schedules) to 6:00 p.m.;

Whereas, the City Programs and ASES programs operate in accordance with the SSFUSD school year days of operation calendar;

Whereas, the City and the District mutually agree that the City Programs, ASES programs, and Summer Camp are valued community programs which should be preserved; and

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

Whereas, the District owns the property where the City Programs, ASES programs, and Summer Camp program are sited and desires to continue making its properties available to the City for these programs;

Now, therefore, the parties hereto mutually agree as follows:

Section 2. Program Sites

A. City Programs—District shall provide sole use of the classrooms, multi-use rooms, bathrooms, and outdoor areas identified below.

1. District shall provide three (3) classrooms/portable classrooms at Buri Buri Elementary School (Portable #1, 2 and exploratorium).
2. District shall provide one (1) classroom/portable classroom at Spruce Elementary School (#1).
3. District shall provide four (4) classrooms/portable classrooms (Portables #18, 19, 20, and 21)) and one (1) multi-use room at Ponderosa Elementary School.
4. District shall provide three (3) classrooms/portable classroom (#1, 2, and 23) and one (1) multi-use room at Monte Verde Elementary School.
5. District shall provide bathrooms, outdoor space, and campus access during the City Programs' operational hours.
 - a. City Programs operate in accordance with the SSFUSD school year days of operation calendar.
 - b. During days of operation, City Programs operate from 7:30 a.m. to 6:00 p.m.
6. For all City Programs, District shall provide keys and alarm codes for the relevant facilities when needed.
7. District shall provide outdoor areas that meet licensing regulations and the licensed daily capacity of the City's four (4) licensed programs at Buri Buri, Monte Verde, Ponderosa and Spruce Elementary Schools.
 - a. The City will make the District aware of any changes that need to be made to the outdoor areas as a result of changes in the licensing regulations. The District will perform the work and be reimbursed by the City.

B. ASES Programs—District shall provide exclusive use of classrooms, multi-use rooms, bathrooms, and outdoor areas identified below for the operation of the ASES program for the duration of the State-funded grant.

1. District shall provide one (1) classroom and one (1) multi-use room at Los Cerritos Elementary School.
2. District shall provide one (1) classroom and one (1) multi-use room at Martin Elementary School.
3. District shall provide bathrooms, outdoor space, and campus access at the relevant facilities during the ASES programs' operational hours.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

- a. ASES programs operate in accordance with the SSFUSD school year days of operation calendar.
 - b. During days of operation, ASES programs operate from school dismissal time (including kindergarten dismissal time, early release, and minimum day schedules) to 6:00 p.m.
 4. For all ASES programs, District shall provide keys and alarm codes at the relevant facilities when needed.
 5. District shall provide reasonable Principal and Teacher time to support the program.
- C. Summer Camp—District shall provide exclusive use of classrooms, multi-use room, bathrooms, and outdoor areas identified below at Ponderosa Elementary School or another identified site if Ponderosa Elementary School is not available for the City-operated Summer Camp program.
1. For Summer Camp, any requests on the part of the District or City to change the location of the Summer Camp program to a site other than Ponderosa Elementary school shall be made no later than January 15 for the year’s upcoming Summer Camp program.
 2. District shall provide seven (7) classrooms/portable classrooms and one (1) multi-use room.
 3. District shall provide bathrooms, outdoor space, and campus access during the City Programs’ operational hours.
 - a. Summer Camp typically operates Monday through Friday from 7:30 a.m. to 6:00 p.m. for ten consecutive weeks with start and end dates, and Summer Camp closure on holidays, to be negotiated between the City and District as indicated in Section 3 – Use of Facilities During School Breaks.
 - b. During days of operation, Summer Camp operates from 7:30 a.m. to 6:00 p.m.
 4. For Summer Camp, District shall provide keys for the relevant facilities when needed.
- D. Custodial Services/Facility Maintenance
1. As required by the State grant for the ASES programs, District shall provide custodial services for the classrooms, multi-use rooms, bathrooms, and outdoor space used for the ASES programs including all cleaning, maintenance, and repair.
 2. City shall provide custodial services for classrooms/portable classrooms identified for use by City Programs in Section 2A, above.
 3. City shall provide custodial services for multi-use rooms and bathrooms used for City Programs when said rooms are exclusively used for City Programs.
 4. For Summer Camp, City shall provide custodial services for classrooms/portable classrooms, multi-use rooms, and bathrooms exclusively used for Summer Camp.
 5. District shall provide facility maintenance and capital repairs to the classrooms/portable classrooms used for City Programs, ASES programs, and Summer Camp in conjunction with District’s obligations outlined in Section 9 and Section 13 of the Joint Use Agreement.

Section 3. Use of Facilities During School Breaks

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

The City will obtain approval from the District and/or the school principals of sites to use District classrooms and facilities for City Programs and Summer Camp on non-school days and school breaks. Such approval will not be unreasonably withheld.

Section 4. Expansion of Programs

A. Sites with Existing City Program

If the District determines that a new program or an expansion of an existing program is needed to serve the needs of the families at a school site where City already operates a program, District will offer City the opportunity to develop a new program or expand an existing program to serve the unmet needs. District may not procure services from another “before- or after-school program-provider” at school sites where the City currently operates programs during the term of this MOU, unless this MOU has been terminated for cause.

B. Timely Request

District shall make new program or expansion requests to the City in a timely manner with sufficient time for budgeting and curriculum planning. Such requests shall be made no later than January 31 for the following school year for inclusion in the City’s budget process. Later requests may be considered, but must be approved by the Director of Parks and Recreation and the City Manager, authorized by the City Council, and be funded by budget amendment.

C. Provision of Facilities

When City receives a new program or expansion request, such request must be approved by the Director of Parks and Recreation, City Manager, and City Council, as above. If the new program or expansion request is approved, the District must provide necessary facilities to accommodate the new program or increase in capacity at requested site.

Section 5. Evaluation

There shall be periodic meetings of City and District representatives to discuss and evaluate the relationship created under this MOU and how it affects activities offered by the City and District. Such meetings shall take place no less than once a year. If during the term of this MOU, City and District determine that they desire a change to the relationship, such change must be memorialized as an amendment to this MOU in accordance with Section 7C below.

Section 6. Term and Termination

A. Term

This MOU shall commence on the Effective Date and expire one (1) year thereafter, unless earlier terminated pursuant to Section 6B.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

B. Termination

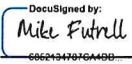

This MOU may be terminated for a material breach of a provision of this MOU and for other good cause. In event of breach, the non-breaching party must give the breaching party written notice of and a reasonable opportunity to cure the breach. Loss of licensing constitutes good cause for termination.

Section 7. Miscellaneous Terms

- A. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this MOU constitute a continuing waiver of a subsequent breach of the same or any other provision of this MOU.
- B. Governing Law: This MOU, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this MOU shall be in the Superior Court of the County of San Mateo.
- C. Amendment: No modification, waiver, mutual termination, or amendment of this MOU is effective unless made in writing and signed by both the City and the District.
- D. Disputes: In any dispute over any aspect of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- E. Severability: If at any time, any clause of this MOU is found to be unenforceable, all other clauses will remain in full force and effect.
- F. Notices: All notices, given hereunder, shall be in writing and shall be deemed to have been given if personally delivered or deposited in the US mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

IN WITNESS THEREOF, the City of South San Francisco and the South San Francisco Unified School District have executed this Agreement as of the date indicated on page one (1).

<p>CITY OF SOUTH SAN FRANCISCO</p> <p>By Mike Futrell, City Manager, City of South San Francisco</p>	<p>SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT</p> <p>By Superintendent, South San Francisco Unified School District</p>
<p>Signature  _____</p> <p>Date: _____</p>	<p>Signature  _____</p> <p>Date: <u>8/13/20</u> _____</p>

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Rosa Gomez Acosta
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The following pages are attachments for Item 3.

Attachment 1

Staff from the South San Francisco Unified School District (SSFUSD) and South San Francisco Police Department (SSFPD) worked together to create a “Draft” Memorandum of Understanding (MOU) regarding the use of School Liaison Officers (SLO) on Campus. The MOU was developed by Assistant Superintendent Dr. Jay Spalding, Director of Student Services Ryan Sebers, Police Chief Jeff Azzopardi, and the South San Francisco City Attorney, Sky Woodruff. The MOU will be presented to the South San Francisco School District Liaison Committee followed by the South San Francisco School Board and the South San Francisco City Council. The Draft MOU is attachment 2.

Attachment 2

SSFUSD-SSFPD MOU *DRAFT/SAMPLE* (ver.3, 4.19.2021)

This agreement is made and entered into the South San Francisco Unified School District (SSFUSD) and South San Francisco Police Department (SSFPD). This MOU is not a policy and will serve only as guidelines to inform the relationship between the South San Francisco Unified School District and the South San Francisco Police Department. This document will work in conjunction with SSFUSD's District Expectations for Student Success Handbook, SSFUSD and SSFPD's joint Police-School Handbook, and all applicable city, state, and federal laws that provide guidance on how to properly disposition common cases that are generated on school grounds.

It is the intention of SSFUSD and SSFPD to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty, and visitors.

Goals and Objectives

- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- Protect the constitutional and civil rights of students.
- Maintain a safe and secure environment on school campuses which will be conducive to learning.
- Promote positive attitudes regarding the role of police in society through non-punitive alliance-building interactions with students and staff.
- Conduct criminal investigations and refer student cases to restorative justice alternatives/programs and court diversion to the greatest extent possible.
- Ensure that all SSFPD Officers understand the needs, strengths, and challenges of various age, cultural, and ability groups.

Duties of the School Liaison Officer

- Assist school and district administrators, faculty, and staff in enforcing campus codes of conduct and other school rules in order to maintain safe learning environments.
- When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the School Liaison Officer (SLO) will assist with resolving the problem to preserve the school climate. In all other cases, disciplining students and other conduct deemed inappropriate is a responsibility of SSFUSD.
- Promote positive interactions between law enforcement and students.

- Provide students, staff, and parents with a familiar and recognizable law enforcement contact.
- Establish positive working relationships with students, staff, and parents to prevent crime, disorder, substance abuse and other negative behaviors.
- Assist students, parents, and staff in solving problems.

Role of School Liaison Officers during Investigations at School Sites

School and police investigations are generally considered to be parallel processes. In some cases, police may inform a school/district of an incident that falls within school/district jurisdiction to address at a school discipline level, and in other cases police may respond to a report of a crime which has been investigated by the school/district. Although information gathered in parallel investigations of the same issue may be shared to inform the school and police of additional details not acquired within the scope of either of their independent investigations, searches and interviews facilitated by either the school/district or police do not replace or truncate a thorough investigation by either entity. If either the school/district or police have the benefit of shared information for the purpose of greater clarity of the issue being investigated, then either entity must weigh the facts/evidence and determine the appropriate disposition within their own jurisdiction (i.e. the school/district determines an appropriate disciplinary response or intervention within the school realm, and the police determine criminal charges in the legal realm). Although police may also be pursuing a criminal investigation outside of school and have legal grounds to interview the student at school and/or remove the student from campus, it is understood that an overlap of investigative authority of school/district officials and police officers may exist in some cases.

This relationship extends to School Liaison Officers (SLO's) working closely with our site administrative teams during investigations of student and staff issues. Even though an SLO is an employee of the police department, and is a police officer, the SLO becomes an extension of school officials in cases when the SLO is asked to assist with a school investigation. If, for example, the school officials ask the SLO to assist with interviewing, or to be present during a search procedure, that interview and search procedure is still governed by the school officials, who bear responsibility in that situation. If a school official asks a police officer to conduct a search, the search would still require the presence of an administrator, and the SLO would still be an extension of school authority.

When school officials complete an investigation and determine that a reportable crime has been committed, the police are notified. If the police subsequently dispatch an officer to the school, they begin a parallel investigation which may involve interviews and search procedures. At that point, the police are governing their own investigation and are responsible for any interviews and searches they initiate within the scope of their authority. If an SLO is coincidentally dispatched in response to a school report of a crime, the SLO is then viewed as a regular police officer fulfilling

the responsibilities of a police investigation and not an extension of school officials.

SLO's and other police officers assisting schools with investigations, when evidence of a crime has not yet been definitively determined, including when a school investigation has not yet revealed sufficient evidence of a crime, do not assume liability/responsibility for searches just because they are asked to assist. If, during an investigation, an SLO or assisting officer determines that evidence of a crime is sufficient to then begin a police investigation, even when the school investigation is still ongoing, the officer would then assume responsibility/liability for any parallel investigative processes the officer initiates at that point.

Guidelines for Distinguishing Between Disciplinary Misconduct and Criminal Offenses

Involvement of police on school campuses, beyond the mandatory scope of CA Ed. Code § 48902 and Penal Code § 245 is considered at the discretion of our site/district administrators in the interest of the safety of our learning communities.

SLOs are responsible for criminal law issues, not school discipline or poor behavioral issues. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; disturbance/disruption of schools or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).

- Whenever possible, a student shall not be arrested at school. An arrest at school is the last resort after all other avenues have been exhausted, unless the child poses a real and immediate threat to student, teacher, or public safety; or a judicial warrant specifically directs the arrest of the student in a school.
- School principals/principals designees shall be consulted prior to an arrest of a student where practicable.
- The student's parent or guardian shall be notified of a child's arrest as soon as practicable.

Student Rights

- The SLO shall inform school administrators prior to conducting a probable cause search where practicable.

- The SLO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- Absent a real and immediate threat to student, teacher, or public safety, a SLO may not question or participate in the questioning of a student about a conduct that could expose the child to court involvement or arrest only after informing the child of his or her Miranda rights and only in the presence of the child's parent or guardian.
- The SLO shall inform school administrators prior to questioning the student on school grounds where practicable.
- The SLO shall not ask a school official to question a student in an effort to circumvent these protections.
- Absent a real and immediate threat to student, teacher, or public safety, a school official shall not ask a SLO to be present or participate in the questioning of a student that could expose the student to court-involvement or arrest. Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by a school official or SLO shall not be conducted on a child.

Modifications to the Said Agreement

In the event a principal of a school to which the SLO is assigned feels that the SLO is not effectively performing his or her duties and responsibilities, the principal will first notify the SLO's immediate supervisor and inform them of their concerns. A meeting shall be conducted with all parties, to include the SLO, to mediate and resolve any problems. The Chief of Police may dismiss or reassign a school liaison officer based upon the South San Francisco Police Department's rules, regulations, and general orders.

Evaluation and Reports on SLO Activity

The SLO shall provide a quarterly report that must include data on school and faculty presentations, policy violations, and any and all incidents involving students, staff and visitors. These reports may include the involved parties name, age, race, ethnicity, and gender when practical/feasible. SSFUSD will utilize data and will report it to the appropriate local, state, and federal authorities as required. SSFUSD shall assume sole responsibility for any school related trainings SSFUSD deems necessary for the SLO to effectively conduct his/her day-to-day functions in a manner appropriate and conducive to healthy relationship building. If SSFPD finds these trainings necessary, SSFUSD shall be responsible for the associated costs.

The SLO shall be familiar with and trained in all programs adopting non-punitive approaches to behavioral management available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific

ways, the SLO shall participate in all trainings associated with that program.

The SLO shall be evaluated as required by the SSFPD and no less than bi-yearly by SSFUSD and these reports shall be submitted to the Superintendent or Superintendent's designee, and the supervisor of the SLO's. The information received by SSFUSD will be reviewed prior to the writing and issuance of the SLO's bi-yearly employee evaluation that is crafted by his/her direct supervisor. SSFPD and SSFUSD agree to provide their employees with training relative to this agreement and its purpose.

The parties also agree to maintain regular and open communication to evaluate the effect of this agreement and suggest improvements and adjustments that may be necessary.