

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS
Special Meeting, Tuesday, October 12, 2021**

**Baden High School – Gymnasium
825 Southwood Drive, South San Francisco, California**

The Board of Trustees invites the community to participate in this meeting in-person or virtually. **In-person attendees must wear a mask/face covering and show either proof of COVID-19 vaccination or negative COVID-19 test results taken within the prior 72 hours.**

The Board meeting will be streamed live and you can view it by visiting this web page for the Board meeting streaming link: <http://www.ssfusd.org/onlineboardmeeting>
(The link will be active shortly before 7:00 p.m. on October 12)

OPEN SESSION - 7:00 p.m.

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. LAND ACKNOWLEDGEMENT STATEMENT**

We acknowledge that the South San Francisco Unified School District is located on the unceded ancestral homeland of the Ramaytush Ohlone peoples who are the original inhabitants of the San Francisco Peninsula.

We wish to pay our respects by acknowledging the Ancestors, Elders, and relatives of the Ramaytush Community and by affirming their sovereign rights as First Peoples.

E. COMMUNICATIONS

Public comments may be submitted in advance of the meeting through the following link: <https://bit.ly/boardmeeting10122021> beginning at 3:00 p.m. on Wednesday, October 6, until 3:00 p.m. on Tuesday, October 12. These comments will be read by all Board members and posted on the District website's 2021-22 Board meetings at: www.ssfusd.org/20212022boardmeetings prior to the meeting.

To comment during the meeting:

In person, please complete a speaker card.

Virtually, please use the following link: <https://www.ssfusd.org/publiccomment>

NOTE: If you are not attending the meeting in person, you will need to register and follow the instructions to comment virtually during the meeting.

The meeting is recorded. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law, the Brown Act. The Board may request staff to respond orally at the meeting or in writing at a future time.

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ACTION

1. ADMINISTRATION

- a. Approval of SSFUSD and SSF PD School MOU for Resource/Liaison Officers on School Campuses** 1 - 16

Staff recommends the approval of an MOU, (version 12) between the SSFUSD and the SSF PD regarding the SLO program on school campuses, as presented to the Board.

ADJOURNMENT

The agenda is available for review at the District's website: www.ssfusd.org (Click on *Board Meeting Agendas and Minutes*).

A recording is made of the Open Session of each meeting. Telephone--(650) 877-8705, Fax--(650) 588-8113 or e-mail: ncantley@ssfusd.org

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: October 12, 2021

RE: Approval of the SSFUSD and the City of SSF PD MOU

BACKGROUND

The SSFUSD, in conjunction with the SSF PD, has had School Liaison Officers (SLO's) working on school campuses for many years. Last year, it was realized that no formal Memorandum of Understanding (MOU) between the two agencies, regarding the SLO program, existed. Since that time, District staff, as directed by the Board of Trustees, has created study sessions, conducted surveys, and held several Board meetings and sub-committee meetings, with police and City representatives to determine whether or not to maintain the SLO program, and if so, what the MOU should include. The Superintendent also held several student focus groups to elicit their feedback and listened to the students and stories of their experiences with diverse perspectives represented. At many Board meetings, community members and students (past and present) expressed their views on the current SLO program. At the January 21, 2021 Board meeting, members of The Coalition of Hope and Action Necessary for Growth and Empowerment, also known as ChangeSSF, presented information on the impact of School Liaison Officers on SSFUSD campuses.

The Board tasked District personnel to work with the SSF PD and City staff to proceed in creating an MOU with specific guidelines and agreements for continuing the SLO program on campuses. District staff submitted a revision of the MOU that was previously discussed at a June 8, 2021 City Subcommittee meeting. At their July 15, 2021 meeting, the Board discussed an MOU that was being negotiated between the District and the City of SSF PD, which was not yet finalized. At that same meeting, the Board agreed to suspend the program and approved tentative plans and policies should the MOU not be finalized prior to August 11, 2021. These recommendations were:

- SSFUSD staff will continue to work on finalizing the MOU with the City staff as expeditiously as possible.

- Prior to the MOU being in place, SSFUSD staff will handle all disciplinary infractions that do not necessitate police presence and will be mindful not to contact the police for minor student infractions.
- Staff will only call the SLO's to campus if there has been a mandatory Education Code violation that warrants police presence as it may endanger the welfare of students and staff.
 - If the incident warrants an arrest of a student, SSFUSD staff will be mindful and cognizant of minimizing exposure of the student being arrested so that it doesn't happen in highly public spaces.
- SSFUSD has the option of contracting with the SSF PD for additional safety and security support at athletics events prior to the MOU being negotiated and agreed upon.

Another City Subcommittee meeting took place on July 26, 2021, where District and City leaders discussed the recommended revisions with the hope of trying to potentially have the MOU approved before school starts. During this meeting, two amendments were requested by City Councilmembers regarding an SLO casual dress code and that the City would bear the cost of SLO training. The City Subcommittee members approved the MOU with the amendments.

On July 28, 2021, the updated MOU was presented at a special City Council meeting. Several changes to the MOU were made by City Councilmembers. This version 11, along with version 10 which was approved by the City Subcommittee on July 26, 2021, were reviewed by the Board at their August 4, 2021 meeting. The Trustees determined they were not in agreement with either version and chose to make other changes before approval. They decided to provide their proposed changes, anonymously, to Dr. Moore. Since an MOU would not be finalized prior to the August 11, 2021 start of school, the Board agreed that the July 15, 2021 decision to suspend the SLO program would remain in effect until an MOU was voted on.

The Superintendent has incorporated the Trustee's feedback into version 12 of the MOU, which will be discussed and may be approved during this meeting.

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION

It is recommended that the South San Francisco Board of Trustees approve version 12 of the MOU between the SSFUSD and the City of SSF PD concerning the SLO program on school campuses.

SSFUSD-SSFPD MOU *DRAFT* (ver. 12)

This memorandum of understanding (MOU) is made by the South San Francisco Unified School District (“District”) and South San Francisco Police Department (“SSFPD”) regarding their mutual understanding of the matters described below. This MOU consists of guidelines to inform the relationship between the District and the SSFPD, which relationship is subject to annual review as set forth below. This document will work in conjunction with the District’s [Expectations for Student Success Handbook \(the “District Handbook”\)](#); ~~the District and SSFPD’s joint Police-School Handbook~~ (since this isn’t up to date, the recommendation is to remove it from the MOU); and all applicable city, state, and federal laws that provide guidance on how to properly handle common cases that are generated on school grounds. Some of the laws related to searches and questioning of students are summarized in [Appendix 1](#) to this MOU, which may be updated to reflect changes in the law without an amendment to this MOU.

It is the intention of the District and SSFPD to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty, and visitors. In doing so, the District recognizes the impact School Liaison Officers (“SLOs”) may have on different student groups, and will prioritize student safety and relationship building.

- **Goals and Objectives:**

- a) Protect the constitutional and civil rights of students. (Trustee re-ordered the bullets from the version 11 draft)
- b) Maintain a safe and secure environment on school campuses which will be conducive to learning.
- c) Establish a positive working relationship ~~in a cooperative effort to prevent juvenile delinquency and assist in student development.~~ (Trustee believes this (establish a positive working relationship) should be excluded from the MOU because the “public” believes these are things police are not well trained to do, especially student development).
- d) SSFPD desires to promote positive attitudes regarding the role of police in society through non-punitive, alliance-building interactions with students and staff, and will seek the District’s partnership and input of District administrators in creating such opportunities. (Trustee requests SSFUSD with a reason that states what SSFUSD’s goals are in having this program continue. Trustee believes this is one-sided with the police perspective only and is asking whether this needs to be included at all).
- e) The District desires to reduce police contacts, suspensions, and referrals to the criminal justice system to the furthest extent possible. The District also desires to reduce and eliminate racial disparities in contacts with students. (Trustee is recommending this new

bullet be included to state that the SSFUSD desires from this program)

- f) Conduct criminal investigations
- g) Refer student cases to restorative justice alternatives/programs and court diversion to the greatest extent possible prior to relying on the court or penal system. (Trustee says that the “public” says we need to prioritize restorative justice and counseling prior to introducing to the court system.)
- h) Ensure that all SSFPD Officers understand the needs, strengths, and challenges of various student groups based on race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group. SSFPD currently provides all officers, including SLOs, with training in areas such as cultural diversity, racial bias prevention, crisis intervention, bias and racial profiling prevention and principled policing, along with other training. SSFPD will (Trustee believes that “intents” are not good enough and must be more declarative with positive statements of what must happen) continue to prepare SLOs through training and experience to meet the unique requirements needed for an SLO to interact appropriately with students and staff in a school setting. Annually, SSFPD staff and District staff will meet to review SLO training requirements and collaborate on a joint list of required training for SLOs, recognizing that over time, training needs may change. The SLO will receive specialized training regarding the education of students with disabilities, as identified under the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Americans with Disabilities Act, to help the SLO understand the unique needs of students with disabilities.

- **Anti-Racism and Discrimination:**

The parties are committed to complying with existing laws that prohibit the use of students’ race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group as the basis for providing differing levels of law enforcement service or inconsistent enforcement of the law. Additionally, in order for all students and families to feel comfortable and secure in the school environment, and consistent with the City of South San Francisco’s existing policies for the SSFPD, SLOs will not question students or their parents or family members about their immigration status.

- **District's Role and Responsibility:**

- a) Ensure student welfare as its highest priority.
- b) Establish and implement student safety and campus climate (Trustee proposes

excluding the word “discipline” and include “campus climate” states that the “public” indicates that campus culture strategies work better than traditional discipline, which might descend authoritarianism.) programs.

- c) Develop procedures to handle campus safety issues.
- d) Develop emergency response procedures.
- e) Develop a school safety plan.
- f) Establish and follow procedures for referring SLO involvement.
- g) District staff shall not request information related to student contacts with law enforcement outside of the timeframe for which the District has responsibility for the student.
- h) Annually, District staff will receive and provide training on when to contact police and when not to contact them, pursuant to established District processes, to ensure clarity of expectations.
- i) Handle all student disciplinary concerns that are not mandatory in nature for and address situations without the involvement of SLOs (beyond the mandatory scope of CA Ed. Code § 48902 and Penal Code § 245). (Trustee believes we need to set up a process to ensure these two items – h and I are done and states that the “public” says to make sure admin faculty and staff make police calls only as required or last resort.”

Use of Campus Security: (Trustee believes we need to include information on our current campus security monitors)

The District is encouraged to utilize campus security more frequently because they are familiar with students and are able to provide level of security and order. It is believed that campus security should be utilized in the following circumstances:

- At low-level risk events depending on the event: choir recitals, concerts, cultural events (i.e. the Nutcracker Ballet Folklórico, Pacific Islander holidays), student sponsored events (i.e. hand fundraisers, homecoming events, etc.).
- Used at elementary school promotions and high school graduations.

- **School Liaison Officer Role and Responsibility:** (Trustee believes this should be included as part of the SLO roles and responsibilities)
- Below are recommended uses of SLO or Police at SSFUSD when expanded use of Campus Security is inappropriate. Where there is student public school engagement, SLOs shall wear civilian clothes (**this is already stated below**). Participation with SSFPD when necessary is encouraged by 90% **reduction** at SSFUSD”
SSFUSD encourages the use of law enforcement in the following ways:
 - a. At rival sports events (to be determined by staff) outside of school district property
 - b. On campus at any escalating situation
 - c. Calling police if a potential crime
 - d. To control the flow of traffic at any event
 - e. During Big Five Drills or Lock Down Drills
 - f. At evening PTA meetings for all campuses
 - g. During events such as Walk to School, Alta Loma Turtle Day, Career Day, Field Day
 - h. For off campus participation for the general public such as Youth Academies, Boys and girls Club events/sports, Junior Giants, basketball coaching, Explorer activities and meetings, Police Dept. tours, and Park and Rec.
- Below are discouraged uses of SLO or Police at SSFUSD
 - a. Conducting welfare checks, school investigations, and foot patrols
 - b. Interacting with students during lunch time and recess
 - c. Performing investigations without probable cause
 - d. Acting as mediator between school staff and parents on a regular basis
 - e. Participation in Assistant Principal meetings at the District Office
 - a) The School Liaison Officer (“SLO”) is a police officer; not a school teacher, school administrator, or school counselor, and therefore will not be expected or asked to act in those roles. The SLO will work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate, and will defer to the decisions of those groups. (This additional clause is a suggestion from “the public”).
 - b) Coordinate all activities with the principal and staff members concerned; seek permission, guidance, and advice prior to enacting any programs within the school.
 - c) When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SLO will assist with resolving the problem to guard against risk of harm. In all other cases, disciplining students and addressing other conduct deemed inappropriate is the responsibility of the District.
 - d) Provide students, staff, and parents with a familiar and recognizable law enforcement contact. SLOs will work to create positive relationships with teachers, students and staff through appropriate social interactions when not responding to requests for assistance.

This may include teaching classes on appropriate topics such as anti-bullying. (Trustee believes this sentence on anti-bullying may be better suited for a counselor or other trained individuals and is recommending removal of this statement from the MOU?) (Trustee believes that the use of the Zoom platform should be used to expose students of hazards of the following:

- a. Alcohol intoxication at graduations, prom, and Every 15 Minutes.
 - b. Bulling, cyberbullying, social media or overall safety
 - c. Teaching gang resistance education and training (GREAT)
 - d. Presentations on signs and symptoms of narcotics use for parents of schools in the district
 - e. Expand the use of the City SLO programs to all 8000 age appropriate students and preschoolers.)
- e) Attend various sporting events and school activities as needed and as called upon by school administrators (subject to approval by the Superintendent or designee), for the purpose of proactive enforcement and community interaction. As set forth in Section III above, the District shall develop and implement an internal process for determining the need for SLO involvement at such sporting events and school activities. (Trustee recommends that the board develop a policy either jointly with SSF PD or SSFUSD only to determine what instances require a police offer, rather than a security officer. A concern was raised, from “the public” that the majority of the budget for school dances went to police at events and wonder if security is necessary and if so, does it need to be police.)
- f) The District and SSFPD believe the U.S. Department of Education's position that “restraint and seclusion should be avoided to the greatest extent possible without endangering the safety of students and staff” is the best practice to follow in nearly all situations. The SLO should only use a physical restraint device (e.g. handcuffs or other restraints) in cases that require the physical arrest of a student for referral to the criminal justice system, or to prevent the involved individual from injuring themselves or others.
- g) If doing so is practical and will not interfere with other duties, when working on District campuses, the SLO will wear a designated alternate uniform to present a more casual appearance (*i.e.* – polo shirt with utility slacks, or business suit). When wearing the designated alternate uniform, officers may have all necessary safety equipment for the performance of their duties, including without limitation a bullet-resistant vest worn under their clothing and all use-of-force tools to allow for appropriate de-escalation.

- **Role of School Liaison Officers During Investigations at School Sites:**

- a) School disciplinary investigations are a separate and distinct process from police

investigations, which occur only when there is a reasonable suspicion of criminal conduct. In such cases, these processes will occur in parallel. 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. To the extent possible, any police investigations into student conduct will occur off campus; however, in some circumstances, such as when the student conduct occurs at school, interviews or other forms of investigation may need to be conducted on campus.

- b) Any searches of students or their property by the SLO shall comply with the Department's Search and Seizure Policy. Absent exigent circumstances, the SLO should make every reasonable effort to alert a school administrator prior to conducting a search of a student or their property, including lockers. Whenever possible, the SLO should be accompanied by a school administrator when conducting searches.
- c) This relationship extends to SLOs who may work with the District's site administrative teams during investigations of student and staff issues. The SLO is an employee of the police department and is a police officer. In matters involving student criminal offenses, the SLO may be asked to assist or provide resources to District officials conducting a school investigation. **In such cases, the (Trustee is recommending we strike this language to reduce ambiguity).** 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.
- d) When school officials conduct an investigation and determine that a **crime that must be reported by law (Trustee wants to clearly articulate only those crimes that are mandatory)** 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 governed by 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.

- e) SLOs 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 (Trustee wants to define "sufficient") evidence of a crime, do not assume responsibility (Trustee is gravely concerned for this language and believes that the District should order an illegal search and if police participate, believes both parties should be liable as a check and balance" 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 for any parallel investigative processes the officer initiates at that point. The District's investigation and the police investigation would be considered two distinct processes.

- **Guidelines for Distinguishing Between Disciplinary Misconduct and Criminal Offenses:**

One of the primary guiding principles in education and the criminal justice system is that mistakes made by young people should not carry lifelong consequences. Young people should be afforded multiple opportunities to overcome minor violations of law and school policy. The following points provide direction for determining the sanctions for an alleged violation of the District's Code of Conduct, California statutes or local ordinances.

- a) School administrators have broad latitude in addressing minor violations of the District Expectations for Student Success Handbook, that may also be violations of the law. Minor violations of the District Handbook should be addressed by the school administrators without involvement of the SLO. Involvement of police on school campuses, beyond the mandatory scope of Cal. Ed. Code § 48902 and Penal Code § 245, will be at the discretion of District officials/site administrators, in the interest of the safety of the District's learning communities. (Trustee is comfortable with the language for the purposes of this MOU but thinks the criteria needs to be further refined.) In exercising such discretion, District officials and site administrators will be required to undergo training and understand and implement District policies for SLO involvement. The District is committed to providing clear guidance and training to ensure it is able to manage student behaviors at the local level in most cases where there are minor infractions of the District Handbook that are also violations of law. Relevant portions of the District Handbook and other District

policies that identify the circumstances under which District employees are supposed to involve the SLO are included in Appendix 2 to this MOU, which may be updated to reflect changes in those documents without an amendment to this MOU.

- b) In certain circumstances, school administrators may be required to report situations to law enforcement for investigation, including but not limited to a child who has been subjected to abuse or neglect, victims of several types of crimes, and threats of violence.
- c) SLOs are responsible for criminal law issues, not school discipline or poor behavior issues. (Trustee would like to delete the final clause. Absent a real and immediate threat to student, staff, or public safety, incidents on District campuses 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) are considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).
- d) Whenever possible, a student will not be arrested at school when the arrest can be made effectively elsewhere. 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.
- e) If circumstances require an arrest to occur on school grounds, the SLO shall be mindful of the educational environment and of other students who may witness the arrest. Whenever possible, arrests should not occur during the lunch hour, before or after school, or in open areas on a school campus where there is a potential for a large number of student witnesses.
- f) Except in exigent circumstances, school principals / principals' designees will be advised prior to an arrest of a student on school grounds. The student's parent or guardian will be notified of a child's arrest as soon as practicable. (The Trustee would like an explanation in exigent and "as soon as practicable," and believe parents/guardians should be present unless immediate harm is possible.).

- **Student Rights:**

- a) Except in exigent circumstances, the SLO will inform school administrators prior to conducting a probable cause search of a student on campus.
- b) The SLO will inform school administrators prior to questioning a student on school grounds, (Trustee wants to strike the statement "to the greatest extent possible" to avoid ambiguity) except in situations where the child poses a real and immediate threat to

student, teacher, or public safety, and such advance notice to school administrators is not feasible.

- c) Absent a real and immediate threat to student, staff, or public safety, physically invasive searches by a SLO will not be conducted on a child, except as noted above in circumstances in which an SLO is conducting a search pursuant to an independent criminal investigation.

- **Training and Reports on SLO Activity:**

- a) The SLO will provide an annual report on SLO Program activities. The District and SSFPD will collaborate on identifying the information to be included in the annual report.
- b) SSFPD currently provides all officers, including SLOs, with training in areas such as cultural diversity, racial bias prevention, crisis intervention, bias and racial profiling prevention and principled policing, along with other training. It is SSFPD's intent to continue to prepare SLOs through training and experience to meet the unique requirements needed for an SLO to interact appropriately with students and staff in a school setting. Annually, SSFPD staff and District staff will meet to review SLO training requirements and collaborate on a joint list of required training for SLOs, recognizing that over time training needs may change. This joint list of required trainings will be set forth in a side letter that is updated annually.
- c) The SLO will receive specialized training regarding the education of students with disabilities, as identified under the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Americans with Disabilities Act, to help the SLO understand the unique needs of students with disabilities.
- d) If the District offers trainings or publishes policies regarding non-punitive approaches to behavioral management in the District, then the parties expect that the SLO will participate in the trainings and be familiar with the content of the trainings and any such policies. If the District has implemented any specific programs designed to improve overall school climate or respond to student behaviors in specific ways, the District may invite the SLO to participate in any trainings associated with those programs.
- e) SSFPD will pay for all SLO training described in this MOU.

- **SLO Performance and Review**

- a) In the event that a school/district has concerns regarding the actions of an SLO relative to this MOU, a representative of the school/district will refer the concerns initially and in writing to the direct supervisor of the SLO, after which the school/district representative and SLO supervisor will meet and confer. A meeting may also be conducted with all parties, including the SLO, to mediate and resolve any problems.
- b) In the event that consultation at this initial level does not resolve the concern, then a

school/district representative and the SSFPD Chief or their designee will meet and confer and attempt to resolve the matter.

- c) Notwithstanding the process described in the immediately preceding subsections, the SSFPD Chief is solely responsible for decisions about the assignment of SLOs, hiring and continuing employment of SLOs, and supervision and evaluations of the performance of SLOs. In the event that a school/district concern regarding the actions of an SLO relative to this MOU is not resolved through the steps described above, the SSFPD Chief will reassign the SLO and exercise reasonable diligence to identify and provide a qualified replacement. The SSFPD Chief will consult with the District Superintendent or designee regarding the assignment of SLOs. In the event that the District Superintendent or designee has concerns about an SLO assignment, the process described in this Section IX will apply.

- d) SSFPD will maintain (Trustee wants to include that this will remain in place) methods for members of the public, including District students and employees, to file complaints against SSFPD officers, including SLOs. Trustee believes that students and families should be able to make such complaints with the District and believes the district shall have the ability to conduct its own investigation to see if this MOU or student rights were violated. Complaints may be filed anonymously. Complaints may be submitted in writing using forms provided by SSFPD or in any other manner. The current versions of the forms are attached as Appendix 3 and may be updated without an amendment to this MOU. The forms are currently available at the following internet addresses: <https://www.ssf.net/home/showpublisheddocument/22404/637460580679330000> [English] and <https://www.ssf.net/home/showpublisheddocument/22406/637460560836370000> [Español]. The internet addresses in this paragraph may be updated administratively without an amendment to this MOU. Trustee believes that students and families should be able to make such complaints with the District and believes the district shall have the ability to conduct its own investigation to see if this MOU or student rights were violated.

- **Program Evaluation and Assessment:**

- a) The School Liaison Officer Program will be assessed annually; the evaluation of the Program will be conducted jointly between the SSFPD and the District. The annual Program assessment may include, but is not limited to the following areas:
 - 1) Success of established Program goals and objectives.
 - 2) An internal survey of school administration, faculty, and student council (Trustee wants all students and not a subset of students) members, primarily concerning

perceptions of safety and security relative to the Program.

b) The parties also agree to establish a meeting schedule in order to maintain regular and open communication; to evaluate the effect of this agreement; and to suggest improvements and adjustments that may be necessary.

c) The City Council and District Board of Trustees will receive an annual report regarding the Program. SSFPD and the District will bring proposed amendments to this MOU to the City Council and District Board of Trustees as necessary and not solely as part of the annual presentations to the City Council and District Board of Trustees. This report should include aggregated data on why police were called to campus, who called them, demographic data on the students and other people with which they interacted, and outcomes (including arrests, citations, and other data). (Trustee indicates that numerous member of the public have asked specifically for this data to be collected.)

- **Mutual Indemnity:**

SSFPD and the District agree to indemnify and hold each other harmless against any and all third-party losses, claims, liabilities, damages, costs, expenses and injuries (including personal injuries or death) arising from or in connection with investigations at school sites, to the extent that such losses, claims, liabilities, damages, costs, expenses or injuries arise out of the negligence of the indemnifying party. In the event of concurrent negligence of the parties, liability for any and all claims for injuries or damage to persons and/or property would be apportioned according to the California theory of comparative negligence.

- **No Third-Party Beneficiaries:**

Nothing in this MOU is intended to or shall confer upon any person other than the parties any rights or remedies hereunder.

- **Termination:**

a) The initial term of this MOU shall commence as of the date of execution and continue for one year. Thereafter, this MOU shall automatically renew each year for an additional one-year term, unless either party gives written notice of termination to the other party. Such termination is effective thirty (30) days after receipt of written notice sent by the terminating party. (Trustee would prefer annual recertification by both agencies than an automatic referral and that if no councilmember or board member has an issue, it can go on the consent calendar)

b) This MOU may be terminated without cause at any time before expiration with thirty

(30) days' written notice by the terminating party.

c) All notices under this MOU shall be in writing and delivered by email AND U.S. mail, postage prepaid, to the following addresses:

Needs to be added:

- Provision against routine, "show-the-flag" type visits to campus. Police should have a purpose (e.g., presentation, interview, investigation) to be there.
- Clarification of what the District gets out of the program. Right now, it sounds a bit one-sided.
- What happens if there's a violation? We should have a procedure if it's broken.
- Language that this should apply to non-liaison officers as well.

If to South San Francisco Unified School District:
 398 B Street
 South San Francisco, CA 94080

If to South San Francisco Police Department:
 P.O. Box 711
 South San Francisco, CA 94083

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates set forth below:

South San Francisco Unified School District

Date: _____

Dr. Shawnterra Moore, Superintendent

City of South San Francisco

Date: _____

Mike Futrell, City Manager

APPENDIX 2

Non-Mandatory calls to SSFPD, SBPD, DCPD

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.

Examples of important safety considerations that may involve consultation or requests for the presence of police are as follows:

- Gaining a better understanding/more informed understanding of a student's circumstances outside of school that may be contributing to problem behaviors and/or contributions to community safety.
- Support is needed when doing home visits/welfare checks for truancy cases and possible neglect circumstances, for the safety of all children and the investigating administrators and staff.
- Addressing gang affiliation, per [AR 5136](#) and [BP 5136](#)
- Provide guidance on the dangers of gang membership, per AR 5136
- Pro-active investigation of suspected involvement with drug trade on campus, but evidence of direct crime has not yet been established.
- Investigation of report of dangerous object, explosive device, or other implements/items stored or suspected to be stored in a location on/off campus (even though crime has not yet been committed)
- Reasonable suspicion that a student or visitor on campus may be in possession of a weapon/dangerous object on campus, or on the way to/from campus.
- Home visit to welfare check students that have been truant or numerous unexcused absences, or indicators of neglect have been observed.
- Assistance with having pro-active conversations with students engaged in dangerous behavior/decision-making and/or contributing to behavior that puts others in the community at risk of harm.
- Parents also request police intervention for certain student behaviors, particularly when at-school and at-home conduct are related and/or rooted in issues manifesting in common behavior symptoms. These requests range from asking officers to have a conversation with a student, to requests for home visits, and/or for informational purposes.

- Assistance with improving/refining emergency response procedures and emergency preparedness.
- Participate in student activities and visible on campus for PBIS spirit days, Student Council Activities, Family Academic Nights, so as to build positive relationships with staff, students and families.
- Assist with event supervision for the safety of our students, staff, and families. Large gatherings (i.e. SSFHS and ECHS bell games with well over 1000-2000 attendees) benefit from the protection of assisted supervision, particularly when members of the public, including those not associated with our schools, seek to attend our events.

Additional Reference: [Requirements of CA Education Code § 48902](#) (Fagen, Friedman & Fullfrost)