

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
AGENDA AND ORDER OF BUSINESS  
Special Meeting, Wednesday, August 4**

**CORONAVIRUS DISEASE (COVID-19) NOTICE**

**This meeting will be conducted pursuant to the provisions of the Governor's Executive Order N-35-20 issued on March 21, 2020 allowing for deviation of teleconference rules required by the Brown Act and pursuant to the order of the Health Officer of San Mateo County dated March 31, 2020 as this meeting is necessary so that the South San Francisco Unified School District can conduct necessary business and is permitted under the order as an essential governmental function.**

**The Board of Trustees invites the community to participate in the meeting virtually.**

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 August 4)***

**OPEN SESSION - 6:30 p.m.**

**A. CALL TO ORDER**

**CLOSED SESSION - 6:30 p.m.**

1. To consider the appointment of one (1) public employee to the position of Principal of Sunshine Gardens ES, in accordance with Government Code Section 54956.
2. To consider the appointment of one (1) public employee to the position of Principal of Alta Loma MS, in accordance with Government Code Section 54956.
3. To consider the appointment of one (1) public employee to the position of Director of Facilities, in accordance with Government Code Section 54956.

**RECONVENE INTO OPEN SESSION - 7:00 p.m.**

**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. REPORTING OUT FROM CLOSED SESSION**

**F. COMMUNICATIONS**

Public comments may be submitted in advance of the meeting through the following link: <https://bit.ly/boardmeeting842021> beginning at 1:00 p.m. on Monday, August 2, until 3:00 p.m. on Wednesday, August 4. These comments will be read by all Board members and posted on the District website's 2020-21 Board meetings page [www.ssfusd.org/20212022boardmeetings](http://www.ssfusd.org/20212022boardmeetings) prior to the meeting.

To comment during the meeting, please use the following link:  
<https://www.ssfusd.org/publiccomment>

**NOTE:** You will need to register and follow the instructions to comment 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.

**PAGE**

**ACTION**

**1. ADMINISTRATION**

- a. Approval of SSFUSD and SSF PD School MOU for Resource/Liaison Officers on School Campuses** 1 - 36

Staff recommends the approval of an MOU between the SSFUSD and the SSF PD regarding the SLO program on District campuses, as presented to the Board.

**PAGE**

**2. EDUCATIONAL SERVICES**

- a. Approval of Edgenuity Independent Study License Agreement** 37 - 38

Staff recommends the approval of the agreement with Edgenuity in order to provide Independent Study for students in lieu of in-person instruction for 2021-22, as presented to the Board.

**3. BUSINESS SERVICES**

- a. Approval to Purchase Air Purifiers for School Reopening** 39 - 41

Staff recommends the approval of the R-Zero Systems, Inc. proposal, in the amount of \$222,357.50, to purchase 250 portable air disinfection purifiers, as presented to the Board.

**"Exempt from Public Contract Code Section 20111, pursuant to 2 CFR Section 200.320(c)(3)."**

**ADJOURNMENT**

The agenda is available for review at the District's website: [www.ssfusd.org](http://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](mailto:ncantley@ssfusd.org)

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## Memorandum

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**DATE:** August 4, 2021

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

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### **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. The attached MOU includes those revisions/amendments. Also included is the MOU which was approved by the City Subcommittee on July 26. The Board will review the MOUs and determine if they are in agreement with either version or if they choose to make any changes before approval.

**FISCAL IMPLICATIONS:**

None at this time.

**RECOMMENDATION**

It is recommended that the South San Francisco Board of Trustees approve either the City Subcommittee MOU (version 10), the City-updated MOU (version 11), or a new version with changes they consider necessary.

**SSFUSD-SSFPD MOU \*DRAFT\* (ver. 10)**  
**With City Subcommittee Edits**

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; and all applicable city, state, and federal laws that provide guidance on how to properly handle common cases that are generated on school grounds.

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.

**I. Goals and Objectives:**

- a) Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- b) Protect the constitutional and civil rights of students.
- c) Maintain a safe and secure environment on school campuses which will be conducive to learning.
- 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.
- e) Conduct criminal investigations and refer student cases to restorative justice alternatives/programs and court diversion to the greatest extent possible.
- f) 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. 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. 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.

## **II. 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.

## **III. District's Role and Responsibility:**

- a) Ensure student welfare as its highest priority.
- b) Establish and implement student safety and discipline 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).

## **IV. School Liaison Officer Role and Responsibility:**

- a) The School Liaison Officer ("SLO") is a police officer; not a school teacher, school

administrator, or school counselor. The SLO will work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate.

- 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.
- 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.
- 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). 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.

#### **V. 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. 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.
- d) When school officials conduct 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 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 evidence of a crime, do not assume 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 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.

#### **VI. 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. 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.
- 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, unless expressly requested to participate by the school/district. 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.

## **VII. 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 to the greatest extent possible, 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.

## **VIII. 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.

#### **IX. 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.

#### **X. 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 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.

**XI. 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.

**XII. 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.

**XIII. 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.
- 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:

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

South San Francisco

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Futrell, City Manager

## SSFUSD-SSFPD MOU \*DRAFT\* (ver. 11)

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; 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.

### I. Goals and Objectives:

- a) Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- b) Protect the constitutional and civil rights of students.
- c) Maintain a safe and secure environment on school campuses which will be conducive to learning.
- 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.
- e) Conduct criminal investigations and refer student cases to restorative justice alternatives/programs and court diversion to the greatest extent possible.
- f) 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. 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. 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.

## **II. 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.

## **III. District's Role and Responsibility:**

- a) Ensure student welfare as its highest priority.
- b) Establish and implement student safety and discipline 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).

#### **IV. School Liaison Officer Role and Responsibility:**

- a) The School Liaison Officer (“SLO”) is a police officer; not a school teacher, school administrator, or school counselor. The SLO will work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate.
- 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.
- 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.
- 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). 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.

#### **V. 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. 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.
- d) When school officials conduct 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 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 evidence of a crime, do not assume 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 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.

#### **VI. 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. 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, unless expressly requested to participate by the school/district. 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.

## **VII. 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 to the greatest extent possible, 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.

### **VIII. 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.

### **IX. 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.

e)d) SSFPD has existing methods for members of the public, including District students and employees, to file complaints against SSFPD officers, including SLOs. 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.

#### **X. 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 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.

b)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.

#### **XI. 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.

**XII. 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.

**XIII. 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.
- 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:

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

South San Francisco

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Futrell, City Manager

## APPENDIX 1

California Criminal Procedure  
December 2020 Update  
Laurie L. Levensona and Alex Ricciardullia  
Chapter 7. Confessions and Admissions  
§ 7:17. Interrogation requirement—Questioning juveniles

The mere fact that a defendant is a minor does not establish that his or her confession is involuntary.<sup>1</sup> The test for the voluntariness of a minor’s confession is whether, under all the circumstances, considering age, intelligence, and education, the minor can comprehend the meaning and effect of a confession.<sup>2</sup> In determining whether a juvenile was in “custody” at the time of an interrogation, the test is not whether a reasonable adult would not feel free to leave, but whether a reasonable person with the defendant’s age and experience would not feel free to leave.<sup>3</sup>

A minor must be given Miranda warnings, even if not questioned, when he or she is taken into temporary custody on the ground that there is reasonable cause to believe that he or she is a person described in Welfare and Institutions Code § 601 (habitual truancy) or 602 (criminal behavior of minor).<sup>4</sup> Although it is a preferable practice, there is no requirement that the police obtain a parent’s consent before questioning a minor.<sup>5</sup> Nor must the police advise a minor of his or her right to speak with a parent or have them present during questioning.<sup>6</sup>

However, prior to custodial interrogation, and before the waiver of any Miranda rights, a youth 17 year or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived.<sup>7</sup>

Although prior cases suggested otherwise,<sup>8</sup> the California Supreme Court held in 2010, that there is no special rule that a minor’s request to see a parent prior to interrogation must be construed as an invocation of the minor’s Fifth Amendment right.<sup>9</sup> The federal “totality of the circumstances” test should be used to determine whether a minor has asserted his or her Miranda rights.<sup>10</sup> A minor’s request to speak to a parent is only one factor to be considered and does not create a presumption that the minor has asserted his or her Miranda rights.

In 2013, Penal Code § 859.5 was passed that requires the electronic recordation of the entire custodial interrogation of a minor who is in a fixed place of detention and is suspected of or accused of committing murder.<sup>11</sup> However, the new law has exceptions if the law enforcement officer conducting the interrogation reasonably believes that electronic recording would disclose the identity of a confidential informant or jeopardize the safety of the officer or another individual.<sup>12</sup>

### Footnotes

1 People v. Davis, 29 Cal. 3d 814, 825, 176 Cal. Rptr. 521, 633 P.2d 186 (1981).

2 In re John S., 199 Cal. App. 3d 441, 445, 245 Cal. Rptr. 17 (6th Dist. 1988).

3 See *Alvarado v. Hickman*, 316 F.3d 841 (9th Cir. 2002), as amended on denial of reh’g and reh’g en banc, (Feb. 11, 2003) and rev’d on other grounds, 541 U.S. 652, 124 S. Ct. 2140, 158 L. Ed. 2d 938 (2004).

4 Welfare and Institutions Code § 625.

5 *People v. Davis*, 29 Cal. 3d 814, 825, 176 Cal. Rptr. 521, 633 P.2d 186 (1981).

6 *In re Aven S.*, 1 Cal. App. 4th 69, 76, 1 Cal. Rptr. 2d 655 (1st Dist. 1991); *In re John S.*, 199 Cal. App. 3d 441, 445–446, 245 Cal. Rptr. 17 (6th Dist. 1988).

7 Welf. & Inst. Code, § 625.6(a).

8 See *People v. Rivera*, 41 Cal. 3d 388, 221 Cal. Rptr. 562, 710 P.2d 362 (1985) (disapproved of by, *People v. Lessie*, 47 Cal. 4th 1152, 104 Cal. Rptr. 3d 131, 223 P.3d 3 (2010)); *People v. Burton*, 6 Cal. 3d 375, 99 Cal. Rptr. 1, 491 P.2d 793 (1971) (disapproved of by, *People v. Lessie*, 47 Cal. 4th 1152, 104 Cal. Rptr. 3d 131, 223 P.3d 3 (2010)); *In re Aven S.*, 1 Cal. App. 4th 69, 76, 1 Cal. Rptr. 2d 655 (1st Dist. 1991).

9 *People v. Lessie*, 47 Cal. 4th 1152, 104 Cal. Rptr. 3d 131, 223 P.3d 3 (2010).

10 *People v. Lessie*, 47 Cal. 4th 1152, 104 Cal. Rptr. 3d 131, 223 P.3d 3 (2010).

11 Penal Code § 859.5(a); Welfare & Institutions Code § 626.8.

12 Penal Code § 859.5(b).

Although the Fourth Amendment applies to searches of students conducted by school authorities, a search may be conducted without a warrant and without full probable cause.<sup>1</sup> There must be “reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school” and the search must be reasonable in scope.<sup>2</sup> The measures adopted must be “reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.”<sup>3</sup> The Court in *New Jersey v. T.L.O.* did not resolve issues concerning whether individualized suspicion is necessary, whether students have a reasonable expectation of privacy in their lockers or desks, and whether a higher standard is necessary if the search is conducted at the behest of law enforcement officials.<sup>4</sup> However, in *Safford Unified School Dist. v. Redding*,<sup>5</sup> the Supreme Court held that school officials violated a seventh grade girl’s Fourth Amendment rights when they strip-searched her on suspicion that she had prescription-strength ibuprofen.

A California court applied the same reasoning in upholding the search of a group of five or six students by a school dean who had information that someone in the group had a gun or other weapon. Given the potential danger to students and staff, a weapons search of each member of the group was reasonable.<sup>6</sup> Similarly, a California court has held that a report that a student has used a gun after school provides reasonable grounds to search the lockers of other students if the suspected shooter had access to those lockers and they could hold a weapon.<sup>7</sup>

In *In re Latasha W.*,<sup>8</sup> a California court held that random metal detector weapon searches of students do not violate the Fourth Amendment. The court based its holding on the rationale that schools have a substantial need to keep weapons out of schools, metal detector searches are minimally intrusive, and a system requiring individual suspicion would be impractical and unworkable.<sup>9</sup>

The California Supreme Court has held that school officials, including school security officers, may stop a minor student in order to ask questions or conduct an investigation even in the absence of reasonable suspicion of criminal activity or a violation of a school rule, so long as this authority is not exercised in an arbitrary, capricious, or harassing manner.<sup>10</sup> However, unless there is suspicion that the student has a dangerous weapon,<sup>11</sup> disruptive behavior alone does not authorize school officials to search through a student’s personal belongings.<sup>12</sup>

A school employee may not conduct a body cavity search of a student, nor a visual inspection of the underclothing, breast, buttocks, or genitalia of a student.<sup>13</sup>

**Comment:**

The “special needs” doctrine permits school officials to conduct suspicionless drug testing if it is not in connection with a criminal investigation. In *Veronica School Dist. 47J v. Acton*,<sup>14</sup> the Court upheld suspicionless drug testing of school athletes. In *Board of Education v. Earls*,<sup>15</sup> the Court expanded suspicionless drug testing to students participating in any extracurricular activities. In *Earls*, the Court emphasized that the test results had not been turned over to any law enforcement authority, nor did they lead to imposition of discipline. Accordingly, the decision in *Earls* does not reverse the requirement of reasonable suspicion when searches are conducted for law enforcement purposes.

Footnotes

1 *New Jersey v. T.L.O.*, 469 U.S. 325, 341, 105 S. Ct. 733, 83 L. Ed. 2d 720, 21 Ed. Law Rep. 1122 (1985) (search of high school student’s purse).

2 *New Jersey v. T.L.O.*, 469 U.S. 325, 342, 105 S. Ct. 733, 83 L. Ed. 2d 720, 21 Ed. Law Rep. 1122 (1985).

3 *New Jersey v. T.L.O.*, 469 U.S. 325, 342, 105 S. Ct. 733, 83 L. Ed. 2d 720, 21 Ed. Law Rep. 1122 (1985).

4 *New Jersey v. T.L.O.*, 469 U.S. 325, 341, 105 S. Ct. 733, 83 L. Ed. 2d 720, 21 Ed. Law Rep. 1122 (1985).

5 *Safford Unified School Dist. No. 1 v. Redding*, 557 U.S. 364, 129 S. Ct. 2633, 174 L. Ed. 2d 354, 245 Ed. Law Rep. 626 (2009).

6 *In re Alexander B.*, 220 Cal. App. 3d 1572, 1576, 270 Cal. Rptr. 342, 60 Ed. Law Rep. 855 (2d Dist. 1990) (disapproved of by, *In re Randy G.*, 26 Cal. 4th 556, 110 Cal. Rptr. 2d 516, 28 P.3d 239, 155 Ed. Law Rep. 1292 (2001)).

7 *In re J.D.*, 225 Cal. App. 4th 709, 170 Cal. Rptr. 3d 464, 303 Ed. Law Rep. 416 (1st Dist. 2014), as modified on denial of reh’g, (May 14, 2014) and review denied, (Aug. 13, 2014).

8 *In re Latasha W.*, 60 Cal. App. 4th 1524, 70 Cal. Rptr. 2d 886, 123 Ed. Law Rep. 277 (2d Dist. 1998).

9 *In re Latasha W.*, 60 Cal. App. 4th 1524, 1525–1527, 70 Cal. Rptr. 2d 886, 123 Ed. Law Rep. 277 (2d Dist. 1998).

10 *In re Randy G.*, 26 Cal. 4th 556, 110 Cal. Rptr. 2d 516, 28 P.3d 239, 155 Ed. Law Rep. 1292 (2001) (officers properly detained student and obtained consent to search his bag and conduct a patdown search).

11 See *In re K.J.*, 18 Cal. App. 5th 1123, 227 Cal. Rptr. 3d 380, 350 Ed. Law Rep. 827 (1st Dist. 2018), review denied, (Apr. 11, 2018).

12 *In re Lisa G.*, 125 Cal. App. 4th 801, 23 Cal. Rptr. 3d 163 (4th Dist. 2004), as modified, (Jan. 10, 2005).

13 Education Code § 49050.

14 *Vernonia School Dist. 47J v. Acton*, 515 U.S. 646, 115 S. Ct. 2386, 132 L. Ed. 2d 564, 101 Ed. Law Rep. 37 (1995).

15 *Board of Education of Independent School District No. 92 of Pottawatomie County v. Earls*, 536 U.S. 822, 122 S. Ct. 2559, 153 L. Ed. 2d 735, 166 Ed. Law Rep. 79 (2002).

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### **Do I have the right to refuse to be searched?**

**YES.** You always have a right to refuse a search and you should make clear that a search is taking place over your objection. But you should not use physical resistance to stop a search.

### **Can my school search me without my consent?**

**YES,** but only under certain circumstances. First, your school must have a “reasonable suspicion” that searching you will turn up evidence that you violated a school rule or law. Second, the way your school does its search should be “reasonable” based on what is being searched for and your age.

### **What is “reasonable suspicion”?**

Unfortunately, there is no exact definition. But a reasonable suspicion should be based on facts specific to you or your situation. It cannot be based on a rumor, hunch, or curiosity. For example, a teacher cannot ask to search a bag that looks weird and bulgy for drugs based only on the look of the bag.

### **Can my school conduct a random search of students in my school?**

**YES.** But these random searches must be based on special, school-wide needs such as ensuring school safety and should be truly random. A random search cannot be used to target any individual student.

### **Can my school strip search me?**

**NO.**<sup>1</sup>

### **Can my school search my locker?**

**SOMETIMES.** If your locker is considered personal property, then your school may not search your locker unless it has a “reasonable suspicion” that it may find something against the law or school rules.

But if your locker is considered school property, then your locker can be searched. Your school must give you notice that your locker is school property, such as in student handbooks or posted signs on campus.

### **Can my school use drug-sniffing dogs in my school?**

**YES,** but there are limits. Your school may use dogs to search for drugs on school campus, including unattended belongings like backpacks. But it must have a “reasonable suspicion” to search those belongings.

If someone at your school tells you to leave the classroom while drug-sniffing dogs conduct a search, you should try to bring your things with you.

### **Can my school conduct general metal detector searches?**

**YES,** so long as the students searched are picked randomly. For example, your school may put a metal detector at the front door to make all students pass through.

But if your school wants to single you out for a metal detector search, it must have a “reasonable suspicion” that it will find something against the law or school rules.

<sup>1</sup> California Education Code § 49050

**Can my school make me take a random drug test?**

**USUALLY NOT.** Your school may only conduct random drug testing of students who participate in extracurricular activities. Your school cannot force you to take a drug test under other circumstances.

**Do I have the right to refuse a search conducted by a police officer in my school?**

**YES,** you have the right to refuse a search just as you have that right with school officials.

**Do regular police officers have to follow the same rules as school officials?**

At a minimum, police officers must have “reasonable suspicion” to search you. And, under some circumstances, they need even more than that.

**Can my school use evidence it finds in an illegal search against me in court?**

**NO.** If school officials or police officers illegally search you, they cannot use what they find against you in court. But your school can use evidence from an illegal search in school disciplinary proceedings.



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### **¿Puede mi escuela registrarme sin mi consentimiento?**

**SÍ**, pero solo bajo ciertas circunstancias. Tu escuela usualmente debe cumplir con dos requisitos:

Primero, tu escuela debe tener la “sospecha razonable” de que al registrarte encontrarán pruebas de que violaste las reglas de la escuela o la ley. Segundo, la forma como la escuela te registra debe estar “razonablemente” basada en lo que están buscando y en tu edad.

### **¿Qué es “sospecha razonable”?**

Desafortunadamente no existe una definición concreta. Pero, una “sospecha razonable” debería estar basada en información específica de tu persona o situación. No puede basarse en rumores, sospechas o curiosidad. Por ejemplo, un maestro no puede registrar una bolsa que luce extraña y abultada porque sospecha que tiene drogas solo por la apariencia de la bolsa.

### **¿Tengo derecho a negarme a ser registrado?**

**SÍ**. Siempre tienes derecho a negarte a ser registrado y debes dejar claro que te están registrando sin tu consentimiento. Pero no debes oponer resistencia física.

### **¿Puede mi escuela registrar al azar a los estudiantes de la escuela?**

**SÍ**. Pero estas inspecciones al azar deben estar basadas en necesidades especiales y generales de la escuela, tales como garantizar la seguridad escolar, y deben ser realmente al azar. Una inspección al azar no puede ser usada para registrar a un estudiante en particular.

### **¿Puede mi escuela registrarme desnudo?**

**NO.**<sup>1</sup>

### **¿Puede mi escuela registrar mi casillero?**

**DEPENDENDE**. Si tu casillero se considera propiedad personal, tu escuela no puede registrarlo a menos que tengan la “sospecha razonable” de que encontrarán algo que viola la ley o las reglas escolares.

Pero si tu casillero se considera propiedad escolar puede ser registrado. Tu escuela debe notificarte que el casillero se considera propiedad escolar a través, por ejemplo, del manual del estudiante o a través de letreros desplegados en el campus.

### **¿Puede mi escuela usar perros rastreadores de drogas?**

**SÍ**, pero existen límites. Tu escuela puede usar perros para olfatear drogas en el campus escolar, incluyendo pertenencias desatendidas, tales como mochilas. Pero deben tener una “sospecha razonable” para registrar estas pertenencias.

Si alguien en tu escuela te dice que salgas del aula mientras los perros rastreadores de drogas inspeccionan el salón, debes tratar de llevar contigo tus pertenencias.

## CONTINUACIÓN

### **¿Puede mi escuela realizar inspecciones generales con detectores de metales?**

**SÍ**, siempre y cuando los estudiantes sean registrados al azar. Por ejemplo, tu escuela puede instalar un detector de metales en la entrada principal para que todos los estudiantes pasen por él. Pero si tu escuela solo te pide a ti que pases por el detector de metales, deben tener una “sospecha razonable” de que encontrarán algo que viola la ley o las reglas escolares.

### **¿Puede mi escuela obligarme a tomar una prueba aleatoria para detectar drogas?**

**USUALMENTE NO**. Tu escuela solo puede realizar pruebas aleatorias para detectar drogas si los estudiantes participan en actividades extracurriculares. Tu escuela no puede obligarte a tomar un examen para detectar drogas bajo ninguna otra circunstancia.

### **¿Deben los oficiales de policía obedecer las mismas reglas que los funcionarios escolares?**

**ES COMPLICADO**. Aplican reglas distintas si el oficial está asignado al campus permanentemente o si trabaja con los funcionarios escolares.

Pero como mínimo, los oficiales de policía deben tener una “sospecha razonable” para registrarte. Bajo ciertas circunstancias necesitan incluso más que eso.

### **¿Tengo derecho a negarme a ser registrado por un oficial de policía en mi escuela?**

**SÍ**, tienes el mismo derecho a negarte a ser registrado que tienes con los funcionarios escolares.

### **¿Puede mi escuela usar la evidencia encontrada durante una inspección ilegal en mi contra en los tribunales?**

**NO**. Si los funcionarios escolares u oficiales de policía te registran ilegalmente, no pueden usar lo que encuentran en tu contra en los tribunales. Pero tu escuela puede usar la evidencia encontrada durante una inspección ilegal en sus procesos disciplinarios.

Published September 2015 by the ACLU of California

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<sup>i</sup> Código de Educación de California § 49050

## 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)



Return Address

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**Chief of Police  
South San Francisco Police Department  
33 Arroyo Drive, Suite C  
South San Francisco, CA 94080**

**CONFIDENTIAL**



Departamento de Policía de South San Francisco  
 33 Arroyo Drive, Suite C  
 South San Francisco, CA 94080

A Nuestra Comunidad:

Señor su Jefe de Policía, quiero garantizarles que este su Departamento desea garantizarles el mejor servicio posible.

Les invitamos a sugerir métodos para mejorar nuestros servicios de policía. Solicitamos crítica constructiva acerca de nuestros procedimientos, comentarios indicando descontento con nuestras prácticas, o información con respecto a la conducta y acciones de los miembros de nuestro Departamento.

Cada informe que recibamos será investigado y propiamente considerado. Quejas contra miembros de nuestro personal serán atendidas puntualmente e imparcialmente. Sus sugerencias para mejorar procedimientos serán investigadas, evaluadas y llevadas a cabo cuando sea factible. Cualquier comentario favorable acerca de la conducta de nuestro personal será reconocido apropiadamente.

Si usted desea darnos un informe en persona, sírvase venir a su Departamento de Policía. Usted será recibido cortésmente y se le dará entera consideración a su informe. Si usted desea registrar su informe por escrito, complete y envíe esta forma. Por favor proporcione cuantos detalles sean posibles. De su nombre y dirección para así poder comunicarnos con usted si necesitamos más información. Su información será confidencial.

Todo informe recibirá mi atención personal.

Recuerde, los servicios policiacos son asuntos de todos.

*Jeff Azzopardi*

Jeff Azzopardi  
 Jefe de Policía

USTED TIENE EL DERECHO DE SOMETER UNA QUEJA CONTRA UN OFICIAL DE POLICÍA POR CONDUCTA INAPROPIADA. LA LEY DE CALIFORNIA REQUIERE QUE ESTA AGENCIA MANTENGA UN PROCEDIMIENTO PARA INVESTIGAR QUEJAS DEL PÚBLICO. USTED TIENE DERECHO A LA DESCRIPCIÓN ASENTADA DE ESTE PROCEDIMIENTO. AL CONCLUIR LA INVESTIGACIÓN, ESTA AGENCIA PUEDE DETERMINAR QUE NO EXISTE SUFICIENTE EVIDENCIA EN SU QUEJA QUE JUSTIFIQUE TOMAR ACCIÓN; SIN EMBARGO, USTED TIENE EL DERECHO DE SOMETER SU QUEJA PARA QUE SEA INVESTIGADA SI USTED CREE QUE UN OFICIAL DE POLICÍA SE COMPORTO IMPROPIAMENTE. QUEJAS DEL PÚBLICO Y CUALQUIER INFORME O DESCUBRIMIENTO RELACIONADO A LA QUEJA DEBEN MANTENERSE POR ESTA AGENCIA POR UN MÍNIMO DE CINCO AÑOS.

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 Action

(REVISED: JANUARY 2021)

INFORME DE RECLAMACIONES	
NOMBRE (EN LETRA DE MOLDE)	(número de archivo; para uso de oficina) FECHA DE HOY
DIRECCIÓN: NÚMERO Y CALLE	CÓDIGO POSTAL
DÍA Y FECHA DEL INCIDENTE	HORA QUE OCURRIÓ EL INCIDENTE
LUGAR DONDE OCURRIÓ EL INCIDENTE	
NOMBRES DE LOS TESTIGOS, SUS DIRECCIONES Y NÚMEROS TELEFÓNICOS (SI LOS SABE)	
SI LA PERSONA FUE ARRESTADA, ESCRIBA EL NOMBRE, DIRECCIÓN Y NÚMERO TELEFÓNICO (SI LO SABE)	
NOMBRE(S) DEL PERSONAL DEL DEPARTAMENTO DE POLICÍA INVOLUCRADO(S) EN EL INCIDENTE, EL NÚMERO DE LA PLACA DEL OFICIAL Y EL NÚMERO DEL VEHICULO DE POLICÍA (SI LO SABE)	
IMPRIMA EL MOTIVO DE SU QUEJA, OPINIÓN, SUGERENCIA O RECOMENDACIÓN. PROPORCIONE TODOS LOS DETALLES QUE PUEDA. ¿EL DEMANDANTE TIENE ALEGACIONES DE PERFILES DE IDENTIDAD O RACIALES? AÑADA CUANTAS PAGINAS SEAN NECESARIAS.	
<input type="checkbox"/> CONTINUARÁ <span style="float: right;">FIRMA _____</span>	

Return Address

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**Chief of Police  
South San Francisco Police Department  
33 Arroyo Drive, Suite C  
South San Francisco, CA 94080**

**CONFIDENTIAL**

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**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**Memorandum**

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Keith B. Irish, Assistant Superintendent, Educational Services and Categorical Programs

**DATE:** August 4, 2021

**RE:** Approval of 2021 - 2022 Edgenuity Independent Study License Agreement

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**BACKGROUND:**

SSFUSD would like to partner with Edgenuity in order to provide Independent Study for parents/guardians that would like their student to participate in Independent Study in lieu of in person instruction for the 2021 – 2022. The district will request 10 reusable licenses offering up to six courses per semester for secondary students. In addition, we will order 10 reusable licenses for elementary students for one semester (18 weeks) up to 6 courses, this will also include workbooks. The Professional Development Classic 6-12 series will provide access to asynchronous training video library, virtual school resources. With the uncertainty of the outcome of our parent survey, we would rather purchase conservatively with the option to purchase additional licenses if needed.

**FISCAL IMPLICATIONS:**

The cost for 20 K-12 licenses and 1 Asynchronous training video library will total \$48,500.00, with the option to purchase additional as needed. The cost will be incurred using ESSER III funds.

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Edgenuity for the duration of 1 year for the total amount of \$48,500.00 as presented.



Edgenuity Inc.  
 8860 E. Chaparral Road  
 Suite 100  
 Scottsdale AZ 85250  
 877-725-4257

Price Quote for Services  
 South San Francisco Unified School Dist  
 South San Francisco CA  
 Account Number 11376  
 Quote Number 208517  
 Total \$48,500.00  
 Date 7/25/2021

Payment Schedule	Contract Start	Contract End
Net 30. Bill in full and monitor usage quarterly. Bill separately for overages based on the agreed upon rate below.	8/1/2021	7/31/2022

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	IS 10 Month Reusable Enrollment Full time Student Seat Up to Six Courses per Semester per Student		07/31/2022	\$3,000.00	10	\$30,000.00
	IS Professional Development Classic 6-12 - Access to asynchronous training video library, Virtual School Resources. Up to 3 ISPD Webinars OR 1 onsite day		07/31/2022	\$2,500.00	1	\$2,500.00
	IS Teaching for Full-time Elementary Student- One Semester (18 week), up to 6 courses. Includes all Workbooks (non-refundable, 4 core courses) (14 day drop/add grace period)		07/31/2022	\$1,600.00	10	\$16,000.00

1. South San Francisco Unified School Dist

<b>Subtotal</b>	\$48,500.00
<b>Total</b>	\$48,500.00

It's been a pleasure working with you!

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

**South San Francisco Unified School Dist**

**Edgenuity Inc. Representative**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Jordan Wolf  
 jordan.wolf@edgenuity.com  
 415-531-5852

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.

August 4, 2021

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 Action

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Ted O, Assistant Superintendent – Business Services

**DATE:** August 4, 2021

**RE:** Approval for Purchase of Portable Air Disinfection Purifiers

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### **BACKGROUND:**

Health and safety are one of the District's top priorities. We wanted to invest in something that will provide our students and staff the additional layer of protection from COVID-19 and other surface and airborne pathogens when they return to in-person instruction on August 11, 2021. These devices will be placed in every classroom, library, main office, cafeteria and other locations at the schools where they are needed as well as at the District Office.

### **FISCAL IMPLICATIONS:**

The total cost for 250 portable air disinfection purifiers is \$222,357.50. This will be paid from the District's one-time Federal ESSER II Funds, which is an allowable use of the funds.

This purchase, using federal ESSER II funds, is exempt from the competitive bidding requirements of Public Contract Code Sections 20110 et seq., as "the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation." 2 CFR Section 200.320 (c)(3)."

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustee approve the proposal from R-Zero Systems, Inc. in the amount of \$222,357.50 for the purchase of 250 portable air disinfection purifiers.



**South San Francisco Unified School District**  
 Contact: Mr. John Daley  
 Email: johndaley@ssfusd.org

**R-Zero Systems Inc.**  
 Contact: Erica Hospes  
 Email: erica@rzerosystems.com

Thank you for your passion and commitment to keep our community safe and healthy.  
 R-Zero is pleased to present you with the following proposal:

**Proposal Date: 7/20/21.** This proposal is valid for 30 days from the date stated.  
**Product Description:** Arc Air Portable Air Disinfection Device (FDA Cleared Class II Medical Device)

Total Units	Hardware Price per Unit MSRP \$1099	Delivery Fees per Unit \$50.00
140	\$899	\$50.00 (WAIVED)
Deliver Discount Offered: \$7,000 Per Unit Discount: \$28,000 <b>Total Discount for SSFUSD: \$35,000</b>		
<b>Total Quotation Fees: \$125,860</b>		

- Hardware Price and Delivery Fees due N30 from the effective date of the agreement.

**Upon acceptance of this quote. R-Zero will provide the agreement via DocuSign for execution.  
 The terms of this quote are CONFIDENTIAL.**



**South San Francisco Unified School District**  
 Contact: Mr. John Daley  
 Email: johndaley@ssfusd.org

**R-Zero Systems Inc.**  
 Contact: Erica Hospes  
 Email: erica@rzerosystems.com

Thank you for your passion and commitment to keep our community safe and healthy.  
 R-Zero is pleased to present you with the following proposal:

**Proposal Date: 7/20/21.** This proposal is valid for 30 days from the date stated.  
**Product Description:** Arc Air Portable Air Disinfection Device (FDA Cleared Class II Medical Device)

Total Units	Hardware Price per Unit MSRP \$1099	Delivery Fees per Unit \$50.00
110	\$877.25	\$50.00 (WAIVED)
Deliver Discount Offered: \$5,500 Per Unit Discount: \$221.75 <b>Total Discount for SSFUSD: \$29,892.50</b>		
<b>Total Quotation Fees: \$96,497.50</b>		

- Hardware Price and Delivery Fees due N30 from the effective date of the agreement.

**Upon acceptance of this quote. R-Zero will provide the agreement via DocuSign for execution.  
 The terms of this quote are CONFIDENTIAL.**