



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
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**South San Francisco Unified School District
and
City of South San Francisco
Special Subcommittee Meeting**

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 and the City of South San Francisco can conduct necessary business and is permitted under the order as an essential governmental function.

Register to Watch or Speak Here:

<https://www.ssfusd.org/onlineboardmeeting>

Submit written public comments here:

<http://bit.ly/citysubcommittee>

Comments will be posted on the www.ssfusd.org/20212022boardmeetings

Monday, July 26, 2021 at 1:00 p.m.

AGENDA

- 1.) Public Comment
- 2.) Motion to approve the minutes of the June 8, 2021 meeting. (City)
- 3.) Discussion of the SSFUSD and SSF PD School Liaison Officers MOU (School District and City)

Adjournment



MINUTES
SPECIAL MEETING
OF THE
SCHOOL DISTRICT LIAISON STANDING
COMMITTEE OF THE CITY COUNCIL

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

TUESDAY, JUNE 8, 2021
1:00 p.m.

Teleconference via Zoom

*Housing Standing Committee conducted this meeting in
accordance with California Governor Newsom's
Executive Orders N-25-20 and N-29-20 and COVID-19
pandemic protocols.*

Call to Order.

TIME: 1:02 p.m.

Roll Call.

PRESENT: Mayor Addiego, Vice Mayor Nagales, Board
President Lujan and Board Clerk Murray

Agenda Review.

None.

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

The following individuals provided public comment:

- Eddy Holman
- Russell Lee
- Ethan Mizzi
- Cesar Rodriguez
- Jojo Gomes
- Liliana Rivera
- Alfredo
- Olga Perez
- Yarelih Solorio
- Aristel De La Cruz

Matters for Consideration

1. Report regarding a presentation to the School District Liaison Standing Committee of the City Council regarding the proposed renaming of the Community Learning Center in honor of former Assemblyman, Mayor, City Council Member and School District teacher Eugene R. Mullin. (Valerie Sommer, Library Director)

Before Library Direct Sommer presented the report, she wanted to thank Superintendent Dr. Moore for providing insight and information on the school district process on renaming facilities. Former

Assembly member, Mayor and City Council member Eugene R. Mullin passed away on April 5, 2021. Mr. Mullin taught Social Studies at South San Francisco High School for 32 years. His work both in the classroom and in public life made life better for students individually and for the community at-large. He was also a strong advocate of the Library's Community Learning Center (CLC), and naming the public facing learning venue in his honor is eminently appropriate.

Mr. Mullin was on the City Council during the planning, renovation, and startup of the CLC and was heavily involved in community meetings and outreach leading up to CLC program focus on family support, ESL classes, literacy programming, and afterschool homework programs for local elementary school children. On October 23, 1997, then-Council member Mullin led the first planning meeting at Grand Avenue Library, attended by Old Town community members, City and South San Francisco Unified School District (SSFUSD) staff and representatives of community-based organizations. The goal of the group was to create a focused vision for a CLC and to examine existing resources. The group identified two main program areas - parent/family learning and basic skills tutoring for youth and adults. Per the February 25, 1998 Progress Report on CLC: "After the October 23 meeting, (Mayor) Mullin surveyed students in the 15-18 year age group to see if there was student interest in a learning center with 102 out of 133" responding. A second meeting in December 1997 further developed startup program focus of the CLC, with a third meeting fine-tuning the vision.

The CLC opened on March 20, 2001, having spent the previous year in a temporary site at Linden/Baden; Mr. Mullin was Vice Mayor on opening day and his name is memorialized on the building plaque.

Prior to his passing, Mr. Mullin designated the CLC for any memorial donations in his honor following his death. The CLC had received approximately \$17,000 in donations in memory of Mr. Mullin.

A public request has been made that the CLC be renamed in Mr. Mullin's honor. The family, led by Assembly Speaker Pro Tem Kevin Mullin, is in favor of this honor. The CLC building is owned by the SSFUSD and the current agreement ends in 2029. Mr. Mullin was a long-time school district teacher and a strong advocate for learning opportunities and the distinct partnership provided by City staff via CLC afterschool homework programs/learning hub as well as support for local families.

At the May 10, 2021, meeting of the City Council Naming Committee (Ad-Hoc), committee members, Mayor Addiego and Councilmember Nicolas, were in favor of this naming opportunity, with the next step being School District participation in the process and decision. Director Sommer provided background to support this honor, highlights of Mr. Mullin's community, educational, civic, and legislative leadership follow, with associated documents.

Board Clerk Murray thanked Director Sommer for all her hard work on the presentation and thought it was a great idea to do something in Mr. Mullin's honor.

Vice Mayor Nagales agreed with honoring Mr. Mullin and felt it was a fantastic way to recognize his service as a teacher, as an educator, and public servant.

Board President Lujan agreed and thought it was a wonderful idea. She looked forward to working with Superintendent Dr. Moore and presenting the item to the School Board and ideally move forward in partnership with the City.

Mayor Addiego stated Mr. Mullin was that special bridge between the schools and city government, just as the CLC itself was a wonderful bridge between the education community and city government. He advised he could not think of a better name. Mayor Addiego inquired whether this was the first building named after someone. Superintendent Dr. Moore stated she believed it was.

2. Discussion of the Childcare Memorandum of Understanding (MOU) and Renewal for the 2021-2022 School Year. (Sharon Ranals, Assistant City Manager)

Assistant City Manager Ranals advised City staff provided a staff report on this topic at the School District Liaison Standing Committee meeting of March 26, 2021; the report described the School District locations at which City-sponsored childcare was provided, and the key provisions of the MOU. The original Childcare MOU, which had a four-year term running from July of 2016 - July of 2020, came up for renewal last year. A one-year extension of the agreement was approved in 2020 and was now set to expire on July 31, 2021.

Although a significant percentage of the population had been vaccinated, and the COVID-19 infection rate had declined, there remained many related challenges for both the City and the School District. In light of these demands, coupled with staff vacancies and seasonal budget deadlines, it was understandable that progress on renewing the MOU had been delayed. School District staff had indicated that there were some “sticking points,” but City staff had not yet been informed regarding their nature. To plan for Before and After School programs on school campuses in the Fall, and to be transparent with families regarding the number of childcare spaces that would be available, it was requested that any significant changes to the MOU contemplated by the School District be shared with the City as soon as possible.

Staff continued to appreciate the past and ongoing commitment from SSFUSD in serving the School District’s children by supporting the City’s provision of affordable high-quality care and learning support outside of school hours through this partnership. The item had been placed on the agenda to keep the issue moving forward and encourage timely renewal of the agreement.

The Joint Use Agreement between the City and School District, which did not expire until 2028, was the controlling document. All of the Park and Recreation Before and After School and Summer Camp programs that were operated in partnership with the School District continued to be covered by the Joint Use Agreement. There were no financial or budgetary impact related to the Childcare MOU.

Vice Mayor Nagales stated he received a lot of phone calls from parents regarding the program. He advised the sooner the better to give parents ample time to plan ahead in terms of their children’s schedule.

Mayor Addiego recognized how difficult an MOU could be and that it could take additional time. He inquired whether they could just extend the previous agreement. Assistant Superintendent of

Business Services O advised there was some language on the MOU that both the City and the School District could not agree on and would require legal counsel input. He stated the School District valued the working relationship with the City and would allow the City to continue to operate the normal summer program until the MOU gets finalized.

3. Discussion of School Liaison Officer Memorandum of Understanding. (Jeff Azzopardi, Police Chief)

Chief Azzopardi stated the report was a collaborative effort between Ryan Sebers, Dr. Jay Spaulding and himself. Dr. Spaulding gave a quick background and advised in February, they were asked by the School Board to work with, in conjunction with the Chief of Police and come up with an MOU regarding Student Resource Officers (SRO) or Student Liaison Officers (SLO). He found some MOUs between public schools and police departments where the public schools funded the SLO and SRO officers to be on campus. He looked at about 10 or 12 MOUs across the country and chose one he thought had the elements of what was asked to bring to the City and prepare a draft MOU to bring to the School District Liaison Standing Committee for review.

Ryan Sebers stated the process was intended to lead to a discussion or collaborative starting point for the School District and for City Council.

Mayor Addiego inquired whether anyone anticipated the process if both sides were not able to reach an agreement before the new school year. Mr. Sebers advised the arrangement between the School District and the Police Department had been largely consultative, so police officers generally go to schools for unfortunate criminal activity situations or situations where safety was in question, which basically fell within the current guidelines and the law about when police would normally go to campus. However, there were situations where there could be consultative situations where there might be some assistance requested. The SLO were also serving as regular officers in the community, but they were more readily available to respond to school issues. He concluded that the fact that there was no MOU, did not change the role and relationship.

Chief Azzopardi confirmed there had not been an MOU but had a school police handbook for the last 30 years that had been developed by the School District, with the Police Department. He advised there were two officers that are assigned as SLOs and their responsibility was to liaison with the schools in the district and respond when SLOs are called and patrol the schools during recess and interact with the students. The SLOs were devoted to school calls only, but as things got busy, the SLOs would sometime get tied up with school calls and the Police Department would need to send a patrol officer to another school when needed. Chief Azzopardi emphasized that if the two SLOs are no longer assigned, then they would go back into the patrol pool. He stated that in two years, only two people have left the schools in handcuffs, one student and one teacher.

Superintendent Dr. Moore stated the School District needed to sit down with the Police Department to make the necessary adjustments, refinements, additions, and revisions in a timely manner and bring it back either to a School District Liaison Standing Committee meeting or a joint meeting between the School Board and City Council.

City Manager Futrell recommended a two-step process for approval of the MOU. First step was to present and approve the MOU via the School District Liaison Standing Committee, and the second step to have the School Board and City Council approve the MOU individually. He added the SLOs volunteered and received specialized training prior to taking the role as SLO.

Board President Lujan thanked staff and supported the idea of staff coming back to tighten a few things on the MOU. She suggested giving clearer guidance to the administrative staff on when to call for an SLO.

Vice Mayor Nagales agreed that the MOU should come back to the School District Liaison Standing Committee to refine the language before presenting to City Council and the School Board.

4. Presentation on City of South San Francisco Childcare Budget. (Sharon Ranals, Assistant City Manager)

Assistant City Manager Ranals stated the item was brought to the School District Liaison Standing Committee at the request of the School District to better understand the City's childcare budget. The presentation focused on the portion of childcare, which happened in school districts facilities. There was a large recreation division, and she would zone in on those activities that are for before and after school programs.

Recreation & Community Services Supervisor Armanino gave a presentation of the item and advised that the City-operated childcare programs served approximately 1,400 children and young adults annually, three licensed preschools, four licensed before and after school programs, three grant-funded After School Education and Safety (ASES) program, Winter, Spring and Summer seasonal camps, and the Full of Fun Program. She advised that in March 2020, the City paused in-person services due to COVID-19 pandemic and pivoted to maintaining virtual connections with families. In June 2020, the City began offering modified, full day preschool and summer camp programming.

She advised of the following grants:

Ongoing Grants

ASES	\$247,695
Big Lift	\$220,000

COVID-19 Grants

San Mateo County Childcare Relief Fund	\$20,636
San Mateo County Learning Hubs Expansion Fund	\$17,000
Child Care Coordinating Council of San Mateo County (4C's)	\$2,063
Children's Council of San Francisco	\$208

Other Grants and Donations

Quality Improvement Grants from Quality Counts San Mateo County (Big Lift)
South San Francisco Friends of Parks and Recreation
Private donations
Total miscellaneous grants and donations collected: approximately +/- \$10,000 annually

On June 7, 2021, Summer Camp began at Ponderosa Elementary School, Orange Park, and Terrabay Gymnasium and Recreation Center. In July 2021, the City will begin enrolling families into the Expanded Learning Program and REAL Program for the 2021-2022 school year.

Vice Mayor Nagales inquired whether the preschool waitlist had increased from four to five years since the pandemic. Supervisor Armanino stated there were currently 700 families on the waitlist which translated to around four years. She added that they were only able to take two or three families off the list for the last school year.

City Manager Futrell advised it was the City's intention to expand the pre-kindergarten and childcare program as robustly as possible. The City Council, through study sessions, had wanted to adopt a goal of universal pre-kindergarten and expects that it would be part of the City's 20 years strategic plan that every child in South San Francisco would have a real opportunity to attend pre-kindergarten prior to going to first grade. The City was building a new pre-kindergarten center in Westborough on existing land with construction starting by next year.

Board President Lujan thanked staff for the presentation and also thanked the City for the continued support of the child care program.

In closing, City Manager Futrell thanked and was grateful for City staff to have reopened in person and for finding imaginative ways to open additional sides to take care of kids during the pandemic and to help as many kids as possible survive distance learning.

Adjournment

Being no further business, Mayor Addiego adjourned the meeting at 2:47 p.m.

Submitted by:

Approved by:

Gabriel Rodriguez, Deputy City Clerk
City of South San Francisco

Mark Addiego, Mayor
City of South San Francisco

Approved by the School District Liaison Committee: _____ / _____ / _____

SSFUSD-SSFPD MOU *DRAFT* (ver. 9)

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.

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.

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

DRAFT