

SSFUSD-SSFPD MOU *DRAFT* (ver. 14 with SSFUSD School Board edits)

This memorandum of understanding (MOU) is made by the South San Francisco Unified School District (“District”) and the City of South San Francisco regarding their mutual understanding of the matters described below. This MOU consists of guidelines to inform the relationship between the District and the School Liaison Officer (“SLO”) of the **South San Francisco Police Department (“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”); 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 requiring 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 SLOs may have on different student groups, and will prioritize student safety and relationship building.

I. Goals and Objectives:

- a) Protect the constitutional and civil rights of students.
- b) Maintain a safe and secure environment on school campuses which will be conducive to learning.
- c) Establish a positive working partnership.
- 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) The District desires to reduce student suspensions, expulsions, and referrals to the criminal justice system to the furthest extent possible. The District also desires to reduce and eliminate racial disparities in contacts with students.
- f) Conduct criminal investigations.
- g) Refer student cases to restorative justice alternatives/programs and court diversion to the greatest extent possible prior to relying on the court or penal system.
- h) Ensure that all SSFPD Officers understand the needs, strengths, and challenges of various student groups based on race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group. SSFPD currently provides all officers,

including SLOs, with training in areas such as cultural diversity, racial bias prevention, crisis intervention, bias and racial profiling prevention and principled policing, along with other training. SSFPD will 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 Chief of Police and his/her staff and District staff school administrators 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 accordance with Federal and State law which provides that undocumented schoolchildren students must be provided the same education offered to citizens, and which protects undocumented schoolchildren students from unreasonable search and seizure; 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 positive school climate 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 school administrators 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 school administrators 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 Cal. Ed. Code § 48902 and Penal Code § 245).

IV. School Liaison Officer's Role and Responsibility:

- a) The School Liaison Officer ("SLO") is a police officer; not a schoolteacher, school administrator, or school counselor, and therefore will not be expected or asked to act in those roles. The SLO will work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate, and will defer to the decisions of those groups, unless there is a criminal aspect.
- 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.
- 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 police 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, or business suit). When wearing the designated alternate uniform, officers may have all necessary safety equipment for the performance of their duties, including without limitation a bullet-resistant vest worn

under their clothing and all use-of-force tools to allow for appropriate de-escalation.

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 **administrators**/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 school** 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. Interview and search procedure is still governed by the school **officials administrators**, who bear responsibility in that situation. If a school **official administrator** asks a police officer to conduct a search, the search would still require the presence of **an the school** administrator, and the SLO would still be an extension of school authority.
- d) When school **officials administrators** conduct an investigation and determine that a crime

that must be reported by law 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 administrators.

- e) SLOs and other police officers assisting schools with investigations, when there is no probable cause to believe that the student has committed or has knowledge about a crime, do not assume responsibility just because they are asked to assist. If, during an investigation, an SLO or assisting officer determines that there is probable cause to believe that the student has committed or has knowledge about a crime such that a police investigation should be initiated, 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 school administrators, in the interest of the safety of the District's learning communities. In exercising such discretion, District officials and site school 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 student** 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. 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 administrators**, 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 student** poses a real and immediate threat to **another** 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 as soon as practicable when the student is released to a law enforcement officer.
- g) SSFPD officers, including the SLO, will continue to follow state law and City policies when effectuating arrests.

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, except in situations where the **child student** poses a real and immediate threat to **another** 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~~ student, 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, represented by the Superintendent or his/her designee and the City of South San Francisco, represented by the City Manager or his/her designee 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 Chief of Police, after which the Chief of Police and a District representative will meet and confer. A meeting may also be conducted with all parties, including the SLO, to mediate and resolve any problems.

- b) 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.
- c) SSFPD will maintain methods for members of the public, including District students and employees, to file complaints against SSFPD officers, including SLOs. Complaints may be filed anonymously, and may be submitted in writing using forms provided by the SSFPD or in any other manner. The current versions of the SSFPD's forms are attached hereto as Appendix 3, and may be updated without an amendment to this MOU. The District has an independent right to investigate complaints from students, employees or others, to determine whether a breach of this MOU has occurred, but not to investigate SSFPD officers, including the SLO, as though they were employees of the District.

X. Program Evaluation and Assessment:

- a) The School Liaison Officer Program will be assessed annually each school year. The evaluation of the Program will be conducted jointly between the City of South San Francisco, represented by the City Manager or his/her designee and the District, represented by the Superintendent or his/her designee. 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 staff, and student representatives who have had interactions with law enforcement officers on campus will be conducted. The number of student representatives whose input will be sought will vary according to grade level. The survey will be primarily concerned with perceptions of safety and security relative to the Program. The timing, content, and evaluation of the survey will be discussed as part of regular meetings (see Section X(b) below). The City of South San Francisco will be provided with such survey information, including disaggregated survey responses.
- 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. The City Manager and Superintendent or their designees will determine who will participate in the meetings. If

the meeting participants identify operational changes that require an amendment to this MOU, then proposed changes will be brought to the City Council and School Board.

- c) The City Council and District Board of Trustees will receive an annual report regarding the Program. The City of South San Francisco and the District will bring proposed amendments to this MOU to the City Council and District Board of Trustees as necessary and not solely as part of the annual presentations to the City Council and District Board of Trustees. This report should include aggregated data on why police were called to campus, who called them, demographic data on the students and other people with which they interacted, and outcomes (including arrests, citations, and other data). ~~The District will be responsible for gathering this aggregated data. The District will collect relevant demographic and outcome data for district students prior to 30 days before the end of the current school year. The City of South San Francisco will also track and share data with the school district regarding the number of student arrests and citations, by gender, race/ethnicity, and any other relevant data, prior to 30 days before the end of the current school year.~~

XI. Mutual Indemnity:

The City of South San Francisco, ~~represented by the City Manager or his/her designee~~ 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 ~~30 days after the MOU has been approved by both the City Council and the District's Board of Trustees, and as of the date of execution~~ shall remain in effect through June 30, 2023. ~~and continue for one year.~~ Thereafter, this MOU shall be ~~reconsidered for renewal by both the City of South San Francisco and the District for each successive fiscal year, automatically renewed~~ reconsidered for renewal by both the SSFUSD and the SSFPD City of South San

~~Francisco each year for an additional one year term, unless either party gives written notice of termination to the other party, as set forth in subsection (b) below. For purposes of this MOU, the fiscal year begins on July 1st and ends on June 30th each year. Such termination can be considered at any time and is effective thirty (30) days after receipt of written notice sent by the terminating party.~~ The District or City Council can at any time amend this at any of their respective meetings.

- b) This MOU may be terminated without cause ~~by either party at any time, by giving prior written notice at least 30 days in advance of the effective date of such termination, or may be terminated by mutual agreement of both parties. 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 City of South San Francisco:
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

