

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, April 14, 2022**

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

and

**Baden High School – Room #6
825 Southwood Drive, South San Francisco, California
(Teleconference location)**

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

The Board meeting will be streamed live and you can view it by visiting this web page for the Board meeting streaming link: <http://www.ssfusd.org/onlineboardmeeting>
(The link will be active shortly before 7:00 p.m. on April 14)

This meeting will include closed captions which require the Board to provide a break, for the captioner's benefit, after approximately every 90 minutes.

OPEN SESSION - 7:00 p.m.

A. CALL TO ORDER

B. ROLL CALL

Teleconference with Vice President Mina Richardson at the above address, per Board Bylaw 9320.

C. PLEDGE OF ALLEGIANCE will be led by Sunshine Gardens ES student Sarai Ambrosia Gabrillo.

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. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

- South San Francisco Federation of Adult Educators
- South San Francisco Classroom Teachers Association
- California School Employees Association Chapter 197

H. PERSONNEL COMMISSION

I. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

J. SUPERINTENDENT'S REPORT

- a. Kent Awards
- b. LCAP community input meetings
- c. Helix Cup competition
- d. Update on school breakfasts
- e. Other

K. STUDENT TRUSTEE REPORTS

1. Abigail Verino, Spring Student Trustee and ASB President El Camino High School
2. Samantha Avila Gomez, Fall Student Trustee and ASB President South San Francisco High School

L. PUBLIC COMMENTS

For Items Not On The Agenda:

Public comment for items not on the agenda should not exceed 30 minutes. Public comments are limited to a maximum of three minutes per individual (per Board Bylaw 9323). In order to accommodate more speakers, the Board President may, at their discretion, limit the individual time per speaker to one or two minutes each if there are more than ten expected speakers.

To comment prior to the meeting:

Public comments may be submitted in advance of the meeting through the following link: <https://bit.ly/boardmeeting04142022> beginning at 3:00 p.m. on Monday, April 11, until 3:00 p.m. on Thursday, April 14. These comments will be read by all Board members and posted on the District website's 2021-22 Board meetings at: www.ssfusd.org/20212022boardmeetings prior to the meeting.

To comment in-person during the meeting:

Public comments are limited to one to three minutes per individual (per Board Bylaw 9323). Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded and streamed live. 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.

Special Meeting Comments:

In accordance with the law, the Brown Act, during special meetings, public comments are limited to only those items on the agenda.

The meeting is recorded and streamed live. 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.

M. INFORMATION ONLY PRESENTATIONS

(Individual presentations are limited to a maximum of 10 minutes.)

1. EDUCATIONAL SERVICES

**a. Teaching and learning presentation:
Sunshine Gardens Elementary School**

Principal Leticia Gonzalez will present educational priorities and programs at Sunshine Gardens ES.

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b. Performance Management – College and Career Readiness

1

Director Marianne Hew will review the data and progress on the College and Career Readiness indicator within the District, County, and State, and share performance data for all student groups.

N. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

1. ADMINISTRATION

a. Masking Update for SSFUSD Schools

Superintendent Moore will review recent County and District COVID rates and present updated SSFUSD proposals and recommendations.

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ACTION

1. ADMINISTRATION

a. Approval to Accept the Masking Recommendation in SSFUSD

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Staff recommends the Trustees discuss and approve the staff recommendation to follow CDPH guidance and transition from a mask requirement to a “strongly recommended” expectation, effective April 19, 2022, as presented to the Board.

O. CONSENT AGENDA: The following items are submitted for Board approval. One motion will authorize action for those items so designated.

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1. ADMINISTRATION	
a. Minutes to the special Board Meeting, March 21, 2022.	4 - 13
b. SMCOE CSPP AB 131 COVID-19 relief one-time stipend agreement.	14 - 19
c. Amended SMCOE CSPP preschool contract for 2021-22.	20 - 28
2. EDUCATIONAL SERVICES	
a. Permission for SSFHS students to travel to the State History Day Competition in Rocklin, CA, May 8 - 9, 2022.	29 - 30
3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	31 - 40
b. Classified Personnel Assignment Order	41
4. BUSINESS SERVICES	
a. Gift to the District, March 2022.	42 - 43
b. Fundraising events for the 2021-22 school year.	44 - 46
c. Professional service agreement under \$25,000.	47 - 48

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INFORMATION/DISCUSSION

1. HUMAN RESOURCES

- a. Williams Uniform Complaints for Third Quarter Ending 3/31/22** 49 - 50

Staff will present to the Board, the Quarterly Report on Williams Uniform Complaints for the quarter ending 3/31/22, per Education Code Section 35186.

ACTION *(continued)*

1. ADMINISTRATION

- b. Resolution No. 22-12 for Earth Day** 51

Staff recommends the adoption of Resolution #22-12: In support of Earth Day.

2. EDUCATIONAL SERVICES

- a. Approval of Skyline Middle College Memorandum of Understanding (MOU)** 52 - 70

Staff recommends the approval of the Skyline Middle College MOU for the 2022-23 academic school, with the cost of \$6,800 per student, as presented to the Board.

3. HUMAN RESOURCES

- a. Resolution No. 22-41 for Day of the Teacher** 71

Staff recommends the adoption of Resolution #22-41: Designating Wednesday, May 11, 2022, as the Day of the Teacher.

- b. Resolution No. 22-42 for Classified School Employee Week** 72

Staff recommends the adoption of Resolution #22-42: Designating May 15 to May 21, 2022, as Classified School Employee Week.

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4. BUSINESS SERVICES	
<p>a. Resolution No. 22-43 for Establishing a Revolving Cash Fund</p> <p>Staff recommends the adoption of Resolution #22-43: To establish a revolving cash fund for the Nutrition Services Department.</p>	73 - 74
<p>b. Approval of Architects for HVAC Upgrade Projects</p> <p>Staff recommends approval of the contract with Hamilton + Aitken Architects for HVAC upgrade projects at Monte Verde ES, Ponderosa ES, Sunshine Gardens ES, Westborough MS, and El Camino HS, as presented to the Board.</p>	75 - 83
<p>c. Approval of Agreement with Tri-Valley Excavating for Site Work at ECHS</p> <p>Staff recommends the approval of the agreement with Tri-Valley Excavating for site work to install a refrigerated storage container in the ECHS kitchen facilities, as presented to the Board.</p>	84 - 85

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS *(subject to change)*

Board meetings have returned to in-person and are being held in the Baden HS gym, unless otherwise noted.

April 28, 2022

- Teaching and learning presentation - Parkway Heights MS
- Presentation on the Information Technology Department
- Approval of designated representatives to CIF
- Resolution honoring Asian Pacific American Heritage Month (May)
- Approval of ATP job coach position and job description

May 12, 2022

- Recognition for outgoing Student Trustee Verino
- Teaching and learning presentation - Junipero Serra ES
- Teaching and learning presentation - Skyline ES
- Presentation on Boys and Girls Club of No. San Mateo County
- Approval of the Board meeting calendar for the 2022-23 school year
- Approval of Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.

- Resolution for Fund 11 & Fund 14 account balances

May 18, 2022 – Board study session (*Board room*)

- Equity Network 2.0 discussion session #4

May 26, 2022

- Teaching and learning presentation - Baden HS/Adult Ed.
- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2022-23 budget
- Resolution in support of LGBTQ+ Pride Month (June)

June 9, 2022

- Presentation on the Fiscal Services Department
- Presentation on Daybreak Mental Health
- Presentation on YSB Counseling and Safe School Advocates Services
- Approval of School Services 2022-23 contract
- Public Hearing 2022-23 LCAP draft plan
- Public Hearing 2022-23 Preliminary Budget
- Approval of Board of Trustees Compensation increase for 2022-23
- Resolution on Budgetary increases and year end transfers

June 23, 2022

- Approval of SMCOE Outdoor Education dates for 2022-23
- Approval of Children's Center 2022-23 CCTR childcare contract
- Approval of Children's Center 2022-23 CSPP childcare contract
- Approval to increase facility use fees for 2022-23
- Approval to increase District rental/leasing rates for 2022-23
- Approval of Commercial Food Items and Food Supplies Award for 2022-23
- Adoption of 2022-23 LCAP
- Adoption of 2022-23 Preliminary Budget
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

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

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 14, 2022

RE: College and Career Indicator Performance Management Board presentation

BACKGROUND:

Performance Management (PM) is an integrated, systematic approach that contains three parts: (Strategic planning-LCAP), collaborative learning and accountability. PM leverages data in a timely manner. It allows for a deeper analysis of performance by drilling down to root causes (asking a lot of 'why' questions) which then helps in determining specific actions that can be taken to improve what occurs in a classroom and improve the overall performance at a school/department. Then, there is a plan to relentlessly follow up and monitor progress to determine if growth is occurring. Assistant Superintendents and Directors will conduct some of their Board presentations in a PM template. The purpose of PM is to provide level, overall performance to determine if we are making progress towards defined metrics/targets. For this presentation we are reporting data and progress on the College and Career Readiness indicator within our District, County and State, and sharing performance data for all student groups.

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION:

This presentation is for informational purposes only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: April 14, 2022

RE: Approval to Accept the Masking Recommendation in SSFUSD

BACKGROUND

On February 28, 2022 Governor Gavin Newsom announced that California will change its school masking policy from “required” to “strongly recommended” beginning March 12. Gov. Newsom commended the effectiveness of masking as a preventive measure against the spread of COVID. Based on recent data, his administration determined that it was the right time to revise the masking requirement and this transition will align schools with the general public requirements. Local jurisdictions and LEAs may have additional requirements beyond this State guidance.

Governor Newsom said, “Masks are an effective tool to minimize spread of the virus and future variants, especially when transmission rates are high. We cannot predict the future of the virus, but we are better prepared for it and will continue to take measures rooted in science to keep California moving forward.”

In a press conference following the announcement, Health and Human Services Secretary Dr. Mark Ghaly said, “Education leaders can now use both statewide data as well as constituent input and the facts on the ground in their specific communities, including any local public health orders, to craft sensible COVID-19 mitigation frameworks for local schools,”

A CSBA press release stated that “Dr. Ghaly stressed that local public health agencies and individual districts can continue to require masking and that the State has gone from a requirement to a strong recommendation - a level above “recommended” and “optional” - for a number of reasons, including protecting children who are not yet eligible for vaccinations as well as those who cannot be vaccinated for medical reasons and immunocompromised individuals. He also noted that no person can be prevented from wearing a mask as a condition of participation in an activity or entry into a school or business.”

The CDPH **strongly recommends** that individuals in these school settings, which

includes students, teachers, parents, visitors, and others, continue to mask after the universal masking requirement ends.

The change in masking guidance reflects the CDPH's approach to rolling back safety measures now that COVID conditions have improved across the State. According to the CDPH, these decisions are based on science and data, including case and hospitalization rates.

As conditions continue to improve, CDPH will move to the next less restrictive tier, which means that masks will move from "strongly recommended" to "recommended" and eventually to "optional" when the science data indicates it's safe to do so. For all intended purposes, "strongly recommended" is designed to convey that all individuals should continue masking.

SSFUSD has been diligent about following the guidance from the State and local health officials, and this recommendation will be aligned to past recommendations. Based on the previous surge in COVID cases in SSFUSD, particularly after the winter holiday where we had a record low number of students in attendance and a record high number of positive COVID cases across the District, on March 10, 2022, the Board voted to maintain the masking mandate in SSFUSD while transitioning to a strongly recommended mask wearing for outdoors, which went into effect on March 14. The Board agreed to assess the impact and potential surge in COVID cases and reevaluate the mandate at the April 14 Board meeting.

After distributing testing kits and sending a reminder to families and staff to take the COVID-19 test, we are happy to report that we haven't seen a surge following spring break as shared in the Board presentation.

We are cautiously optimistic about the recent data in the District and County, and we believe in following CDPH guidelines and in operating through a data-driven lens; therefore, staff recommends transitioning from a required mask mandate to a "strongly recommended" status for the last six weeks of the school year. Staff will send messages of support and encouragement to continue masking and as a community, we will continue to be kind and inclusive in our communications, attitudes, and behaviors toward one another with whatever the choices students and families may make regarding mask wearing at school.

FISCAL IMPLICATIONS

N/A

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees discuss and approve the staff recommendation to follow CDPH guidance and transition from a mask requirement to a "strongly recommended" expectation, effective April 19, 2022.

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS
Minutes of the Special Meeting – Monday, March 21, 2022**

OPEN SESSION - 5:30 p.m.

A. CALL TO ORDER

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Absent Ms. Abigail Verino, Student Board Member - Excused
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Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present Mr. Ted O, Assistant Superintendent, Business Services - Present Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present
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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. PUBLIC COMMENTS - None

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. SSFUSD Budget and District Priorities

The Board of Trustees and Cabinet members discussed the budget and determined major projects and District priorities for 2022-23 and future school years.

Superintendent Shawnterra Moore provided background information on the topics.

Purpose

- To determine major projects and District priorities for the 2022-23 and future school years.
- To identify current and future projects, staffing and programs that will be reduced or cut in order to address the \$3.8M budget deficit.

District LCAP Goals

Superintendent Moore said they are always seeking to align their efforts to these three goals in order to effectively realize their vision for each student. The District values the tremendous work that staff has always done, especially in the last few years. While the District has been fortunate in being able to staff schools and meet the needs of all students, additional staff was provided during COVID to mitigate learning loss and offer additional support to students. To achieve this, in 2021-22, the District had to spend more than the budgeted costs and needed to use reserve funds to balance the budget. There has also been growth in the needs of many District students which required offering more programs and hiring different staff to make sure the students were well served. Unfortunately, some of these programs are very costly. The District strives to be very inclusive and provide competitive programs. “So we have been very fortunate and privileged to operate in these ways for several years now, and now we are at a place where we really must start identifying, like we started last year, some key priorities for the next school years, and then allocate resources equitably, which means some of our programs, budgets, and even staff are going to need to be reduced. It also means that we have to start facilitating these kinds of discussions to prioritize so that we know what we are going to be able to maintain and unfortunately some things that we are not going to be able to maintain.”

Dr. Moore said Cabinet has been proactively planning and prioritizing and while they are able to focus on any project, they cannot take on all projects. This means as projects are decided upon, others need to be removed for now. One difficult decision is to start staffing schools based on both current and projected enrollment numbers, which is the fiscally responsible way to operate the District. Since one of the District’s core values is to prioritize students and to have them be successful, the process will be to navigate in equitable and accessible ways.

To prepare for the next school year, the Board and Cabinet had conversations around looking at some of the District programs along with the budget and allocations, and staffing to provide a clear understanding of what is being proposed to meet the reduction of \$3.8M needed to balance the budget. Then the Board discussed and prioritized and gave Dr. Moore direction on what is going to be implemented and what is not. She noted that they need to start thinking long term and future years should also be considered if a priority is not included in the 2022-23 school year.

CAR (Communication, Achievement, Relationships)

Dr. Moore said, in terms of the SSFUSD CAR, they are striving toward the four E’s, doing so with the lens of equity and excellence, and in order to make it to their destination, they need to allocate resources effectively and align them to District priorities.

Budget Outlook for 2022-23

Assistant Superintendent Ted O reviewed the budget for next year.

- Districts are required to balance their budget in the current as well as the next two years.
- SSFUSD has been deficit spending for many years and has depleted its reserves.
- Based on the 2021-22 2nd Interim Financial Report, the District will need to make ongoing budget reductions of \$3.8M beginning in 2022-23 in order to balance its multi-year budget.
- Additional budget reductions may be needed if more new expenses are added.

Ending Fund Balance

The District’s Ending Fund Balance is decreasing as a result of deficit spending, increased employer PERS and STRS contributions, and increased operating expenditures.

Unrestricted and Restricted Funds	Second Interim 2021/22	Proposed Budget 2022/23	Proposed Budget 2023/24
Revenues	\$ 133,234,823	\$ 127,733,750	\$ 131,025,900
Interfund Transfer In	13,301	13,301	13,301
Total Sources of Funds	\$ 133,248,124	\$ 127,747,051	\$ 131,039,201
Expenditures	\$ 152,868,114	\$ 131,179,530	\$ 133,254,731
Interfund Transfer Out	2,395,392	1,845,392	1,545,392
Total Usage of Funds	\$ 155,263,506	\$ 133,024,922	\$ 134,800,123
Net Incr/Decr in Fund Balance	\$ (22,015,382)	\$ (5,277,871)	\$ (3,760,922)
Beginning Fund Balance	48,844,756	26,829,374	21,551,503
Actual/Projected Ending Fund Balance	\$ 26,829,374	\$ 21,551,503	\$ 17,790,581

Unrestricted and Restricted Funds

The following table shows the designations that make up the ending fund balance. The District designations are under the heading assigned/designated. The District has set aside funds for both ongoing and one-time staff raises.

Unrestricted and Restricted Funds	Second Interim 2021/22	Proposed Budget 2022/23	Proposed Budget 2023/24
Actual/Projected Ending Fund Balance	26,829,374	21,551,503	17,790,581
Nonspendable			
Revolving Cash	25,100	25,100	25,100
Stores	65,352	65,352	65,352
Prepaid Expenditures	155,319	155,319	155,319
Restricted	5,593,832	5,593,832	5,593,832
Committed	0	0	0
Assigned/Designated			
STRS/PERS Increase: 2024-25	350,000	350,000	350,000
STRS/PERS Increase: 2025-26	650,000	650,000	650,000
Prop Tax Re-Pymt - Litigation (Est.)	6,502,533	3,025,123	0
Set-aside for Staff Raises	5,724,063	8,835,531	12,027,303
Reduction in Expenditures Needed (On-going)	0	(3,800,000)	(7,816,331)
Reserve:			
Reserved for Economic Uncertainties	7,763,175	6,651,246	6,740,006
Undesignated Reserve	0	0	0

Recommended Budget Reductions

Mr. O said Cabinet did their best to avoid staff layoffs. The 22.4 FTEs are from employees retiring, leaving SSFUSD, or moving back to a teaching position next year. This reduction is a savings of approximately \$2.3M. Since the District Office covers all costs with purchasing technology equipment, the sites do not need to use their own funds. The Adult Ed program receives State funds so \$160K is reduced from the budget.

Budget Reductions	# of FTEs Impacted	Cost Savings
Staffing Reduction	22.4	\$2,342,272
Reduction of Site Discretionary Funds	0	\$121,719
Reduction of Site LCAP Funds Allocation	0	\$300,000
Reduction of 10% or more on District Office Department/Program Budgets	0	\$938,240
Eliminate GF Contribution to Adult Education Program	0	\$160,000
Total		\$3,862,231

Trustee Chialin Hsieh said she would like to know, minus those who retired or left and the positions were not filled, how many people are they talking about in case of future layoffs.

Major Projects and District Priorities for 2022-23

Superintendent Moore reviewed the District priorities which the Board, staff, and the State have identified. She said the ones in red have not publicly been discussed and officially adopted as District priorities. They are either staff or State items. The Board tasked her to follow up on a few. The Facilities Master Plan is black even through the Board has not said it is a priority since one of the Board goals was to have District facilities to be able to teach students and help them reach their fullest potential. Some of these are things the District must do, some are things we morally should do in order to help students, and some are things that the Board has mentioned over the years as items they would like to have. For items that have not officially been identified as a priority, the table shows how it would be aligned. There are many things that are already being implemented.

Workforce Housing (would align w/BP Operational & Fiscal Stewardship * & Talent Management)	Dual Immersion Program (would align w/BP Academic Excellence & Community engagement and connectedness)
Virtual Academy - Independent Study programs - 22 -23 (would align w/BP Academic Excellence & Community engagement and connectedness)	District Enrollment - School Closures (23 - 24) (would align w/BP Operational & Fiscal Stewardship)
Facilities Master Plan/Bond & Parcel Tax (*BP Fiscal Stewardship)	Danielson Instructional Framework (*BP Academic Excellence)
Universal Prekindergarten/UTK Grant (would align w/BP Academic Excellence)	Scope & Sequence implementation - ELA & math (*BP Academic Excellence)
Equity focused strategic planning (Would align w/all 4 priority areas)	Instructional Coaching Program (*BP Academic Excellence & Talent Management)
Educator Teacher Development Grant Program (would align with BP Talent Management; in progress already)	CTE pathways expansion (aligns with BP Academic Excellence; in progress already)
MS Bell Schedule (*BP Operational & Fiscal Stewardship & Academic Excellence; in progress already)	Middle School CTE Grant (aligns to *BP Academic Excellence; already in progress)
Mental Health Supports for students - Daybreak & Care Solace (*BP Community Engagement & Connectedness)	Facilities - Office Space for staff (*BP Operational & Fiscal Stewardship; in progress already)
Software programs & Apps to support students (would align to BP Academic Excellence; already being implemented)	

Project Costs

Assistant Superintendent Jay Spaulding reviewed the project costs. Dr. Moore added that under the Facilities Master Plan/Bond and Parcel Tax, the District can also seek workforce housing as part of a bond. Mr. O said that if the Board were to select this item, to keep in mind that the elections happen every other year, in 2022 and 2024.

Dr. Spaulding said a UTK presentation will be made to the Board at the March 24 meeting. It is a grant, which would be for a nine-hour program in the day and include some before school instruction and after school support. The cost would be about \$225K per class of 24 students.

Projects	Cost	Brief Description/Narrative
Workforce housing	If using COPs, \$2.3M upfront and/or in an ongoing basis. Or \$335K at the start ending with \$2.4M at the end of 30 years. Projection done in 2019, so amounts might be different now. DCG costs - Between \$828,226 and \$948,226.	Without GO Bonds, this would be the cost if the district used certificates of participation. With a school bond, it's supported by property taxes and the net operating income of the workforce housing project may produce additional funding for the District's general fund. This requires voter approval and GO bonds is the most advantageous. -DCG - costs are for phase 3 and 4 and from 2019.
Virtual Academy - Independent Study programs - 22 -23	Average teacher salary (with benefits) is \$100,668. Total cost would depend on number of teachers plus materials/supplies for each class. Approximate cost for 2022 - 23 \$750,000 or more	To provide SSFUSD students an alternative program in lieu of Independent Study for those students/families that feel that in person learning jeopardizes their health (AB 130)
Facilities Master Plan/Bond & Parcel Tax	-Some out-of-pocket cost, including the cost of placing the measure on the ballot, to the District and staff's time	Funding needed to address the many aging facility needs and can include workforce housing. Estimated facility need costs of over \$500 million

Projects	Cost	Description/Narrative
Universal Prekindergarten /UTK Grant*	\$225,000 per class of 24 students	-If go with one teacher and two paraprofessionals for a class of 24 students
Equity focused strategic planning	\$100,000 - 150,000	SSFUSD seeks consultant support to lead the organization through a planning process that will weave the existing elements into a cohesive equity-based strategic plan as well as answer these additional questions: <ul style="list-style-type: none"> ● How will we realize our vision (i.e., what initiatives will be undertake)? ● What systems (e.g., processes, policies, programs and protocols) will we put in place? ● How do we ensure the systems we build are inclusive and equitable? ● How will we assess our progress toward our vision? ● What barriers will we remove?

This is a one-time cost estimate of between \$100K and \$150K for the Equity Focused Strategic Planning, done in less than a one-year time frame.

Regarding school closures, Dr. Spaulding said the District has had a declining enrollment of about 2% across the board. However, for the elementary sites it is over 15%. The majority of declining enrollment is younger kids coming up through elementary schools, which has caused some schools to have less than 300 students. With this smaller size, the school ends up with classes that are not at the 24:1 ratio, which is average for TK-3 and 29:1 for 4th and 5th grade. Eventually, this leads to split classes with only one teacher per grade level so there is not a lot of collaboration at that time.

Projects	Cost	Description/Narrative
Dual Immersion Program	Under \$500,000 for 1st year - implementation of this program, including hiring staff and purchasing materials, etc.. Amount increases as more classes are added each year	A program that develops bilingualism and biliteracy in English and a second language by integrating students of different language proficiencies.
District Enrollment - School Closures (23 - 24)	Amount of savings to be determined at a later time.	Reduction in staffing and overhead cost (utilities, crossing guard, etc.) of operating a school. Additional revenue from leasing out the facility.
Danielson Instructional Framework Implementation & instructional coaching program	Under \$100,000 - Cost to implement and train staff; cost associated with negotiations; possibility need to add staff to assist in implementation and provide trainings	Instructional frameworks provide a system that aligns curriculum, instruction, assessment, professional development, and tools to measure, monitor and evaluate our practices.
Scope & Sequence implementation - ELA & math	\$500,000 per year - covers cost of the 4 TOSA's; teacher leadership Meetings & PD for TOSA's and ELA/math tchs	The South San Francisco Unified School District Scope & Sequence serve as a guide for strategically sequencing and implementing the ELA and math standards outlined in the Common Core Standards..

Pillar (Priorities) for 2022-23

Superintendent Moore reviewed the items which the Board has prioritized around Academic Excellence (Teaching and Learning), Talent Management (Human Resources), Operational and Fiscal Stewardship (Budgeting), and Community Engagement and Connectedness (School Climate and Safety). She said some things they have been discussing are already in these priorities. When the conversation is on ranking, some of these items are not included because the Board has already approved the District to move forward.

Impact of Enrollment on Staffing

Dr. Spaulding said when the District was coming back to in-person, staffing was not tightened because of the social and emotional needs of both staff and students. The following table projects the decline in need of teachers, by elementary sites, based on declining enrollment. This will happen through attrition. The only schools that are not affected are Martin ES and Sunshine Gardens ES based on their enrollment. He anticipated losing two FTEs at the middle schools and one FTE at the high schools. Four schools,

Junipero Serra ES, Los Cerritos ES, Monte Verde ES, and Ponderosa ES will likely have split classes. President John Baker asked which District schools currently have a split class. Dr. Spaulding replied that Los Cerritos ES has one split class and may add a second one. The other site is possibly Junipero Serra ES.

Buri Buri	Loss of 1 FTE	Alta Loma	Loss of 2 FTE
Junipero Serra	Loss of 1 FTE*	Parkway Heights	Loss of 1 FTE
Los Cerritos	Loss of 2 FTE*	Westborough	Loss of 2 FTE
Martin			
Monte Verde	Loss of 1 FTE*	ECHS	Loss of 2 FTE
Ponderosa	Loss of 1 FTE*	SSFHS	Loss of 1 FTE
Skyline	Loss of 2 FTE		
Spruce	Loss of 4 FTE		
Sunshine Gardens			
* split classes / possibility			

Prioritization Discussion

Superintendent Moore recommended maintaining the Board priorities from 2021-22 as staff have not been able to accomplish all of them and do not want to stop when they have things already in motion.

- Review the Board’s priorities and major projects from 2021-22.
 - Are there priorities which the Board wants to add and if so, what shall we remove as a priority going into this new year?
- Review the major projects for the 2022-23 school year
 - Are there major projects which the Board wants to add and if so, what shall we remove as a major project going into this new year?
 - Each Board member should review the major projects for the 2022-23 school year and identify the top three projects on which they want staff to focus next year.

The Board members agreed to maintain the 2021-22 Board priorities.

Dr. Spaulding asked the Board if there were any major projects not already on the list which they thought the District needed to add for next year. President Baker noted that the District has put extra emphasis on mental health in the last few years and he wants to maintain the seven additional Wellness Counselor positions. Assistant Superintendent Keith Irish said those positions are allocated out of the ESSER funds and they will continue for next year and the following year. President Baker said they may want to start thinking of how to keep the counselors when the ESSER funds expire. Dr. Moore confirmed it is covered in one of the Board's priorities under Community Engagement and Connectedness as social/emotional mental health support.

Board’s Prioritization of Major Projects and Activities for 2022-23

Dr. Spaulding explained the activity for prioritizing the seven major projects. Board members were asked to force-rank each project with a number, one

being the highest priority, and seven being the lowest priority. He stressed that this does not mean any of these projects are not important. They also needed to consider the 2022-23, 2023-24, and 2024-25 timing of projects.

The Trustees ranked the priorities as follows. All the numbers for each priority were added together and the higher the number, the lower the priority would be and the lower the number, the higher the priority.

Ranking of District Priorities by Trustee						
Priority	Murray	Lujan	Hsieh	Baker	Total	Priority #
Equity focused strategic planning	1	2	2	1	6	1
Fac. Master Plan/bond & parcel tax	4	3	1	4	12	2
Workforce Housing	3	4	6	2	15	3
UTK	5	6	4	3	18	4
School closures	7	1	3	7	18	5
Virtual Academy	2	7	5	5	19	6
Dual Immersion	6	5	7	6	24	7

Trustee Hsieh asked if the District were to get the bond parcel tax, whether the Workforce Housing will be part of that. Mr. O replied it would be if the Board wanted to include that as part of the bond.

Trustee Daina Lujan said the District needs to offer UTK. She stated that teaching a split class is not financially responsible or good for students. Trustee Hsieh agreed and said it is important to plan ahead so it does not become urgent down the road. They need to prepare themselves and the community. Trustee Patricia Murray said she was considering kids needing to walk farther if their home school was closed. She asked how families answered the TK survey and Mr. Irish said 40% of the respondents do not have a child eligible for TK right now, which is something to keep in mind. President Baker said there are ways to increase enrollment at schools without throwing out the system. For example, the 2020 Census illustrated that the elementary school with the lowest enrollment is very close to the school with the second highest enrollment. He suggested drawing lines and rearranging the areas to make the schools better fitting. He also questioned a possible school bond to improve campuses and needing a back-up campus while each school is being worked on.

Dr. Spaulding confirmed with President Baker that Equity Focused Strategic Planning was the number one priority for 2022-23. The Facilities MP/bond and parcel tax was second. Dr. Spaulding reiterated that this would need to get to the voters for the November 2022 election. President Baker asked if the District is far enough along in the process for this year. Mr. O replied the District’s financial advisors have confirmed there is enough time.

Dr. Spaulding reminded the Board that staff cannot do everything well, but they can do a few things really well. He asked about priorities for 2023-24 and 2024-25. Dr. Moore said that since things change and if the Board

selects items now, they can revisit and re-evaluate, in the future, if a project is still a priority. President Baker asked the Trustees if they wanted to push the other priorities to the following year. Dr. Spaulding said it would be a stressor to include UTK next year. Trustee Lujan agreed to shifting the other priorities to future years, but noted that workforce housing in JUHSD took five years to complete. Mr. Irish said for the UTK presentation on March 24 the Board will need to give direction on applying for the grant. There are two steps. One step is applying for the grant and depending on whether the District receives it, that might help make a decision. If approved, all existing five classrooms need to be converted to the UTK nine-hour program, which would be very difficult to achieve in a short amount of time. For now, this priority was not slotted into any year. Declining enrollment and school closures would be a conversation for the 2023-24 school year. Dual Immersion, which received the lowest priority was moved to 2024-25. For the Virtual Academy, President Baker asked if this mandate would be for next year. Mr. Irish replied that the District will be required to provide an alternative program for students who do not return to in-person. He will have a proposal to change the independent study program for next year. He said the Virtual Academy would be a huge undertaking and is similar to distance learning, but would be a superior educational option and an alternative program format. Dr. Hsieh said some students thrived with distance learning and appreciated Cabinet thinking ahead to support those students.

District Priorities Assigned by Year				
Priority	TBD	2022-23	2023-24	2024-25
Equity focused strategic planning		X		
Fac. Master Plan/bond & parcel tax		X		
Workforce Housing		X		
UTK	X			
School closures			X	
Virtual Academy	X			
Dual Immersion				X

Superintendent Moore thanked the Board for being prepared for the discussion and said it is never easy to prioritize. At a future time, they will have a discussion to revisit and re-evaluate the priorities and assess whether or not the District has the capacity, infrastructure, funds, and technology. She is proud the Trustees had the foresight and thought about how to be good fiscal stewards of the District, which will help achieve a positive budget.

Trustee Hsieh thanked Cabinet for preparing the Board with the comprehensive information and explaining each impact for the priorities. This helped them with informed decision-making.

ADJOURNMENT – 6:34 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D, Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: April 14, 2022

RE: Approval of the San Mateo County Superintendent of Schools' CSPP AB 131 COVID-19 Relief One-time Stipend Agreement for the 2021-22 Fiscal Year.

BACKGROUND:

A Child Development Services agreement between the San Mateo County Office of Education and SSFUSD will provide for an Assembly Bill (AB) 131 COVID-19 relief one-time stipend. The funding is provided by the California Department of Education (CDE), Child Development Division for the District to operate the District's State Preschool Program at the Children's Center. The funds may be used for any allowable expense which would be reimbursable within the existing Child Development contract to address COVID-19 costs or to ensure the programs can remain open during the 2021-22 school year.

FISCAL IMPLICATIONS

The agreement is in the amount of \$33,600.00. The Child Development Program will utilize these funds to maintain quality in the preschool classrooms.

RECOMMENDATION

It is recommended that the South San Francisco Unified School Board of Trustees approve CSPP AB 131 one time COVID-19 federal stipend agreement for the 2021-22 fiscal year.



SAN MATEO
COUNTY
OFFICE OF
EDUCATION

Excellence and Equity in Education

Nancy Magee • County Superintendent of Schools

March 16, 2022

Dr. Shawnterra Moore
Superintendent
South San Francisco Unified School District
530 Tamarack Lane, South San Francisco, CA 94080

Dear Dr. Shawnterra,

Attached to this email you will find one original **AB 131 COVID-Relief One Time Stipend** agreement for your agency. The budget and the budget narrative forms are also attached to be completed and returned along with the signed agreement. The County Superintendent received a one-time stipend from the California Department of Education (CDE) for the purpose of implementing the provision of Assembly Bill 131 under the COVID-19 pandemic-related assistance. The allocation of the stipend is based on the number of enrolled students reported in the March 2021 801A reporting system.

The AB 131 COVID-19 funds must be expended between January 1, 2022 to December 31, 2023. The fund can be used for any allowable expense that would be reimbursable within the existing child development contract to address COVID-19 costs or to ensure the programs are able to remain open in the 2021-2022 school year. CDSS has provided general guidance on allowable use of this fund however it does not address all appropriate use of the funding. The categories allowable are: Hazardous Pay; Mental Health Services; Salaries and Benefits and Equipment and Supplies. Please note that all applicable law and regulations to the pre-approval and bid requirements as cited in the Funding Terms and Conditions (FT&C) applies to the stipend.

SMCOE will require all subcontractors receiving the AB 131 Stipend fund to report quarterly **on a separate expense template**. **The expenses for this funding WILL NOT be reported on the CDNFS reporting forms.** You will receive the AB 131 expense template by third quarterly reporting in April 2022. Please make sure to create a separate expense tracking system for this funding.

Please sign and email the original agreement, the completed budget form, and budget narrative to me for processing **by March 25, 2022** to schan@smcoe.org. Electronic signature and submission are acceptable. You do not need to send the hard copy to our office. Once the COE process is complete, we will send you the fully executed agreement.

If you have any questions, please contact me at (650) 802-5616 or schan@smcoe.org.

Sincerely,

Sheryl Chan
State Preschool Manager
Enclosures

April 14, 2022



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2021-2022 CSPP SUBCONTRACTOR – ASSEMBLY BILL (AB) 131 FEDERAL RELIEF ONE-TIME STIPEND AGREEMENT

AGREEMENT BETWEEN THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS CALIFORNIA STATE PRESCHOOL PROGRAM AND THE SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

I. PURPOSE OF AGREEMENT

THIS AGREEMENT is made on behalf of the San Mateo County Superintendent of Schools California State Preschool Program (SMCOE-CSPP) and entered into by and between the **San Mateo County Superintendent of Schools** (“County Superintendent”) and the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (“Agency”), a SMCOE CSPP and/or CCTR subcontractor, for the purpose of issuing the AB 131 federal Relief One-Time Stipend.

The San Mateo County Superintendent of Schools is the lead agency and fiscal agent for the SMCOE CSPP from the California Department of Education (CDE) and General Child Care and Development (CCTR) contracts from the Department of Social Services (CDSS). The County Superintendent has received a one-time federal stipend for the purpose of implementing the provisions of Assembly Bill 131 under the COVID-19 pandemic-related assistance. The County Superintendent received the stipend award and was directed to distribute the stipend of \$600 per student enrolled in the CSPP and/or CCTR program based on the March 2021 reported enrollment in the Child Development Management Information System (CDMIS) 801A reporting system.

II. TERM OF AGREEMENT

The term of this Agreement shall be for the period **January 1, 2022, through December 31, 2023**, subject to the termination provisions noted in paragraph III.5.

III. COUNTY SUPERINTENDENT’S RESPONSIBILITIES

1. The County Superintendent shall issue payment to the Agency in an amount not to exceed **THIRTY THREE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$ 33,600.00)** in accordance with the stipend formula – (*\$600 multiple by number of enrolled students reported in the CDMIS’ March 2021 report*) set forth by the CDE and/or CDSS.
2. The stipend funds will be disbursed within 30 days of receipt of the signed Agreement. The County Superintendent will inform the Agency of the reporting requirements and any additional guidance provided by the CDE/CDSS concerning the use of and reporting requirements for the stipend.

3. The County Superintendent will account for the funds and activities of the AB 131 Stipend according to the reporting requirements decided upon by the CDE/CDSS.
4. The County Superintendent shall maintain records of the sites, children and families enrolled in the CSPP and/or CCTR programs.
5. The County Superintendent may, at any time from execution of this Agreement, terminate this Agreement, with or without cause, upon 30 days written notice specifying the effective date of such termination.
6. Payment by the County Superintendent of the AB 131 stipend funds pursuant to this Agreement is contingent upon availability and receipt of funds from the CDE/CDSS. The County Superintendent may terminate the Agreement for unavailability of said funds. In this event, the County Superintendent shall inform the Agency of such unavailability as soon as it becomes known.

IV. AGENCY RESPONSIBILITIES

1. The Agency shall return an electronically executed original Agreement to the office of the County Superintendent by March 25th, 2022.
2. Submit a Budget Form and Budget Narrative on or before March 25th, 2022, that describes how the AB 131 stipend will be spent. The AB 131 COVID-19 funds can be used for any allowable expense that would be reimbursable within the existing child development contract to address COVID-19 costs or to ensure the programs are able to remain open in the 2021-2022 school year. The Budget should be guided and informed by the agency's program budget allocation set at the beginning of the fiscal year. Grant funds may be used for expenses incurred for the period January 1, 2022, through December 31, 2023. **All funds must be fully expended by December 31, 2023.**
3. The Agency shall adhere to the Equipment Approval, Bidding and Inventory Requirements set forth in the Funding Terms and Conditions (FT&C).
4. The Agency agrees to keep accurate and complete records of all stipend expenses, as with all Federal and State funds allocated for Early Learning and Care programs, the use of these funds is subject to audit, and must be appropriately tracked by the Agency. This includes, but is not limited to, maintaining records of all purchase orders or receipts to verify appropriate use of funds.
5. The Agency will provide quarterly expense report and supportive expense documentation. The County Superintendent will provide the reporting template prior to the quarter report submission deadline.
6. The Agency agrees to provide to the County Superintendent, to any Federal or State department having monitoring or reviewing authority, to the County Superintendent's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.
7. The Agency shall maintain a Certificate of Insurance to be made available upon request to the County Superintendent showing evidence of sufficient insurance

coverage as will protect it while performing the services required by this Agreement.

8. Agency shall indemnify and save harmless the County Superintendent, its officers, agents, employees and servants from any and all claims, suits or actions of every name, kind or description, in any way occasioned by or arising out of the performance of this Agreement, but only in proportion to, and to the extent, that any and all such claims, suits or actions of every name, kind or description solely result from the negligence or willful misconduct of the Superintendent, its officers, agents and/or employees.

In the event of concurrent negligence of the Agency, its officers, agents, employees and servants and the County Superintendent, its officers, agents, employees, and servants, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

The duty to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require either party hereto to indemnify the other party hereto, their officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the Civil Code.

9. Responsibility for Audit Exceptions:

Audit exceptions are defined as any unfavorable finding in any audit of Agency's performance under this Agreement. Agency is aware and is hereby on notice that any and all failure to comply with relevant Federal, State, and local statutes, rules, and regulations, including requirements of the County Superintendent, may result in Agency liability to repay part or all of the funds under this Agreement.

Agency will notify the County Superintendent in writing immediately of any audit exception(s). Agency may at that time or anytime thereafter, give notice of intent to terminate this Agreement subject to satisfactory corrections within thirty (30) days.

Agency agrees to correct and resolve all audit exceptions to the County Superintendent's satisfaction and agrees to give such response to the County Superintendent as the County Superintendent deems necessary regarding any audit exception. Agency is aware and is hereby on notice that audit exceptions may result in the County Superintendent's liability to the State of California, among others, for part or all of the funds provided under this Agreement and so agrees to pay to the County Superintendent the full amount of the County Superintendent's liability resulting from said audit exceptions attributable to the Agency.

V. OTHER TERMS OF AGREEMENT

This agreement is of no force or effect unless, or until, the authorized signatures from the County Superintendent and the Agency appear on this document.

VI. ADDRESSES

All correspondence, notices, claims, etc. will be sent to the following persons and addresses:

FOR THE County Superintendent	Alyson Suzuki, Executive Director Early Learning Support Services San Mateo County Office of Education 101 Twin Dolphin Drive Redwood City, CA 94065-1064 650-802-5623 asuzuki@smcoe.org
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FOR THE Agency	Dr. Shawnterra Moore, Superintendent South San Francisco Unified School District 530 Tamarack Lane South San Francisco, CA 94080 650-877-8700 650-583-4717 (fax) smoore@ssfusd.org
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

AS
sc

Dr. Shawnterra Moore Superintendent South San Francisco Unified School District	San Mateo County Superintendent of Schools
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Date	Date
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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: April 14, 2022

RE: Approval of the San Mateo County Superintendent of Schools' Amended California State Preschool Program (CSPP) Contract for the 2021-22 School Year

BACKGROUND:

The Child Development Program operates the District's subsidized Pre-school Program. CSPP is a contract between the San Mateo County Office of Education (SMCOE) and SSFUSD for the 2021-22 school year. The CSPP California State Preschool Program funding is provided by the California Department of Education (CDE), Child Development Division for the District to operate the State Preschool Program at the Children's Center for the 2021-22 school year. An amended CSPP contract increases the original contract amount of \$597,905.40.

FISCAL IMPLICATIONS:

The amended agreement is in the amount of \$858,259.51. The Child Development Program will utilize these funds to maintain quality in the preschool classrooms.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School Board of Trustees approve the amended CSPP contract for the 2021-22 School Year.



**AMENDMENT TO CALIFORNIA STATE PRESCHOOL PROGRAM
GRANT AGREEMENT
BETWEEN THE SAN MATEO COUNTY OFFICE OF EDUCATION AND
South San Francisco Unified School District**

THIS AMENDMENT TO THE AGREEMENT, is entered into this eighth day of February, 2022, by and between the **San Mateo County Superintendent of Schools** ("County Superintendent"), hereinafter called "SMCOE," and the **South San Francisco Unified School District**, hereinafter called ("Delegate Agency");

W I T N E S S E T H:

WHEREAS, the Parties entered into an Agreement for the purpose of providing subsidized preschool services through the California State Preschool Program (CSPP) Grant effective on July 1, 2021; and

WHEREAS, the Parties wish to amend the Agreement to provide the cost of living adjustment (COLA) authorized pursuant to Section 265(b) of Assembly Bill 131 (Chapter 116, Statutes of 2021) AND the daily rate increase commencing January 1, 2022.

The Maximum Reimbursable Amount (MRA) on this agreement shall be amended by deleting reference to \$ 597,905.40 and inserting \$ 858,259.51.

The Amended Allocation is calculated as follows:

1. From July 1, 2021 – December 31, 2021, The Maximum Full Time Rate per child day of enrollment shall be amended by deleting reference to \$ 48.32 and inserting \$ 50.14 in place thereof.
2. From January 1, 2022 – June 30, 2022, The Maximum Rate per child day of enrollment shall be amended by deleting reference to \$ 48.32 and inserting \$ 73.87 in place thereof.

SERVICE REQUIREMENTS AND REIMBURSEMENT

Delegate Agency by signing this Agreement, agrees to the following service requirements and levels of reimbursement based on the Reimbursement Rate (PRR) with Adjustment Factors:

- A. Average daily attendance shall be: 47.23
- B. Minimum days of operation shall be: Full-day 246
- C. Minimum child days of enrollment shall be: 11,618.20
- D. Daily rate for attendance shall be: Refer to Amended Allocation #2
- E. Maximum reimbursable amount shall be: \$ 858,259.51

All other terms and conditions of the Agreement dated July 1, 2021, between the SMCOE and CSPP Pilot Partner shall remain in full force and effect.

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Delegate Agency: South San Francisco Unified School District

Delegate Agency Representative
Signature

Delegate Agency Representative
Name (please print)

Date

AS **For County Superintendent:**

SC

County Superintendent
Representative Signature

County Superintendent
Representative Name (please print)

Date



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Agreement Between
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
and
South San Francisco Unified School District
Pursuant to a
California State Preschool Program (CSPP) Grant

1. PARTIES

This contract is made and entered into, in the State of California, by and between the San Mateo County Superintendent of Schools ("County Superintendent") as LEA under a California State Preschool Program grant (CSPP) and South San Francisco Unified School District ("Delegate Agency").

2. TERM

This Agreement will be effective July 1, 2021 through June 30, 2022.

3. FUNDING CONTINGENCY

Funding for this Agreement is contingent upon the appropriation and availability of funds from the State. Consequently, this Agreement is not effective until the current application that approves the spending of the funds is signed by the State.

4. FUNDING TERMS AND CONDITIONS

If funded, the Delegate Agency agrees to provide services in accordance with the budget and the Funding Terms and Conditions (FT&C) attached and incorporated by this reference into this Agreement. The FT&C specify the contractual responsibilities of the Delegate Agency relating to the provision of preschool services, personnel and expenditures. The Delegate Agency is subject to all applicable laws and regulations including the same audit and/or audit review requirements as the County Superintendent based on California Department of Education Audit Guidelines. Costs of the audit shall be borne by the Delegate Agency and are reimbursable under this Agreement.

5. COUNTY SUPERINTENDENT'S RESPONSIBILITIES

- A. The County Superintendent shall:
1. Act as an intermediate agent between the California Department of Education and the Delegate Agency.
 2. Monitor contract operations and reports relating to ensure compliance with FT&C and the standards contained in the Program Self-Evaluation (PSE) and Federal Program Monitoring processes (FPM) incorporated by this reference into this Agreement.
 3. Provide technical assistance and require the Delegate Agency participation to meet SMCOE's Annual Agency goals and SMCOE's FPM review.
 4. Provide program assistance to the State Preschool Directors of the Delegate Agency.
 5. Provide technical budget assistance on behalf of the Delegate Agency.

6. Provide a NoHo Care and DRDP Online™ Databases for Delegate Agency use to electronic transmission of program documentation of eligibility, attendance, and back-up documentation.
 7. Send all required subcontractor information to California Department of Education regarding program compliance and other requested information.
 8. Reimburse the Delegate Agency in accordance with the FT&C from allocations provided by the California Department of Education minus ten percent (10%) for the administrative cost of the program to the County Superintendent.
 9. Ensure that a Release and Exchange of Information between Delegate Agency and SMCOE is signed allowing exchange and sharing of information relating to any services performed.
- B. The County Superintendent reserves the right to reduce the Delegate Agency's allocation, when in her opinion, the agency fails to submit required reports including the audit report or the agency fails to conduct its operations in accordance with Title 22 California Code of Regulations, the FT&C, Title 5, California Department of Education regulations and the standards contained in the PSE and FPM processes.
- C. The County Superintendent reserves the right to reduce the performance requirements of the Agreement when it is evident that the Delegate Agency will not earn the amount of the Agreement.
- D. The County Superintendent shall notify the Delegate Agency in writing of changes in laws or regulations affecting this contract prior to their effective date or as soon as possible after enactment.
- E. The County Superintendent shall limit reimbursement to the least of the following **or otherwise directed by CDE in its Management Bulletin in the current year:**
1. The Maximum Reimbursable Amount (MRA) or contract amount
 2. The Net Reimbursable Cost for subsidized children
 3. The Service Earnings (Daily Rate x Total Attendance)

6. DELEGATE AGENCY RESPONSIBILITIES

- A. The Delegate Agency shall:
1. Conduct a Preschool part-day or full-day program for children ages three to five-years-old prior to Kindergarten entry which conforms to the California State Preschool Program FT&C and philosophies.
Comply with the enrollment criteria:
 - a. Enroll three and four-year-old children who will have their 3rd or 4th birthday, respectively, on or before December 2 of the fiscal year in a state preschool program at the beginning of the fiscal year
 - b. Enroll children who have their 3rd birthday on or after December 2 of the fiscal year, in a state preschool program on or after their 3rd birthday.
 2. The Delegate agency will participate in providing family literacy activities to Title V families based on the annual Program Self-Evaluation plan approved by the California Department of Education, Early Care and Learning Department.
 3. Maintain records for program review, evaluation, audit and/or other purposes and make them available to persons authorized by the State, including the County

- Superintendent. Such records will be maintained for a minimum of five (5) years or as otherwise required by law and be available for review and/or copying to County Superintendent within 24-hour notice should they be requested. Should the contractual relationship terminate, all records shall be provided immediately to the County Superintendent for copying and all original records for the previous five (5) years shall be delivered to the County Superintendent within thirty (30) days of the termination.
4. Send Department of Social Services, Child Care licensing annual reports and any violations issued during a CCLD visit within three days of receiving the report to the SMCOE for reporting to California Department of Education.
 5. Determine the eligibility of families for child development services and keep eligibility documentation based on California State Preschool Program FT&C.
 6. Inform parents of the right to appeal adverse eligibility determinations to the Delegate Agency's Board.
 7. Be liable for any audit exceptions or overpayments made in this or prior years. In addition to any other remedy or source of funds, the County Superintendent may recover any audit exceptions or overpayments from claims for reimbursement under this Agreement or any subsequent agreement to the extent of claimed reimbursements.
 8. Adhere to the Fair Employment Practices and Nondiscrimination Clause outlined by the FT&C.
 9. Adhere to the Federal Certifications regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements, as set forth in the "Federal Certifications" attached hereto and incorporated by this reference into this Agreement.
 10. Include County Superintendent Uniform Complaint Procedure (UCP) in Delegate Agency's parent handbook.
 11. Include in your agency's parent handbook the County Superintendent's boiler template language regarding religious worship and/or instruction is strictly prohibited, unlawful harassment and non-discrimination with the necessary elements and protected classes are identified and notification of these disclosures and rights occur.
 12. Participate in activities of the California Department of Education Federal Program Monitoring and Annual Agency goals.
 13. Submit an annual budget, calendar and program assurances with your signed Agreement.
 14. Implement program assurances as outlined in the addendum of this Agreement.
- B. San Mateo County Office of Education participates in the San Mateo County Child Care Subsidy Plan. The Subsidy Plan allows for the development of local policies related to family eligibility, family fees, and reimbursement rates. Through this agreement, the Subcontractor will also participate in the Subsidy Plan
- C. Title to any equipment or supplies purchased with State funds rests with the Delegate Agency only as long as the Agreement is in effect. Upon termination of this Agreement, title and possession of all equipment and remaining supplies shall revert to the County Superintendent.

- D. Any unit of equipment costing over five thousand dollars (\$5,000) and/or having a useful life expectancy of two (2) years or more and purchased with California State Preschool Program funds must have prior written authorization both from the County Superintendent and the State. A written inventory record for all items of \$500 or over in value must be kept by the Delegate Agency.
- E. Any alterations or amendments to this Agreement are subject to review by the California Department of Education.
- F. Travel and per diem are reimbursable at rates not exceeding those established by the California Department of Education.
- G. Administrative and indirect charges shall not exceed five percent (5%) of the total funds.

7. INDEMNIFICATION

The Delegate Agency agrees to indemnify, defend, save and hold harmless the County Superintendent, her officers, agents and employees, as well as the State of California, Department of Education, from any and all claims and losses accruing or resulting to any and all of the Delegate Agency's contractors, subcontractors, laborers and any person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Subcontractor in the performance of this contract. The duty of the Delegate Agency to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. INSURANCE

The Delegate Agency shall furnish to the County Superintendent evidence of sufficient insurance coverage as will protect it while performing the services required by this contract. Delegate Agency shall maintain a Certificate of Insurance to be made available upon request.

9. INDEPENDENT CONTRACTOR

The Delegate Agency and its agents and employees, in the performance of this contract, are acting in an independent capacity and not as officers, employees or agents of the State of California or the County Superintendent or the County Board of Education.

10. ASSIGNABILITY

Without the prior written consent of the County Superintendent, this Agreement is not assignable by the Delegate Agency either in whole or in part.

11. FINAL AGREEMENT

No modification of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. TERMINATION

- A. The County Superintendent may terminate this Agreement and be relieved of the payment of any consideration to the Delegate Agency when, in her opinion, the agency fails to perform

- B. the covenants herein contained in the time and in the manner herein provided. In the event of such termination, the County Superintendent may proceed with the work in any manner deemed proper by the County Superintendent. The cost to the County Superintendent shall be deducted from any sum due the Delegate Agency. County Superintendent shall provide thirty (30) days written notice to Delegate Agency of termination.
- C. If any of the conditions contained in the FT&C arise which warrant termination of funding by either the County Superintendent or the Delegate Agency, then this Agreement shall automatically be canceled as of the date funding is terminated.
- D. If the Agreement is canceled, the Delegate Agency shall cooperate with the County Superintendent to effectuate the termination, including copying any records and moving any and all furniture deemed necessary by the County Superintendent. The Delegate Agency shall be paid according to the FT&C for actual services rendered through the date of cancellation.
- E. The County Superintendent or the Delegate Agency shall notify the other by certified mail of the termination, with the reason for the action specified.

13. NONDISCRIMINATION CLAUSE

- A. During the performance of this contract, the Delegate Agency and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, race, color, ethnic group identification, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, marital status, or age (over 40), nor shall they discriminate unlawfully against any employee or applicant for employment because of religion, race, color, ethnic group identification, national origin, ancestry, sex, sexual orientation, physical, or mental disability, medical condition, marital status, or age (over 40). Delegate Agency shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. Delegate Agency shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
- C. Delegate Agency shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hour notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- D. Delegate Agency and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Delegate Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

14. COMMUNICATIONS

- A. This Agreement is of no force or effect unless or until authorized signatures from the County Superintendent and the Delegate Agency appear on this document.

- B. For any communication regarding this Agreement contact the San Mateo County Office of Education, 101 Twin Dolphin Drive, Redwood City, CA 94065-1064.
Telephone: (650) 802-5616.

15. SERVICE REQUIREMENTS AND REIMBURSEMENT

Delegate Agency by signing this Agreement, agrees to the following service requirements and levels of reimbursement based on the Standard Reimbursement Rate (SRR) with Adjustment Factors:

- | | | |
|----|--|--------------|
| A. | Average daily attendance shall be: | 50.30 |
| B. | Minimum days of operation shall be: Full-day | 246 |
| C. | Minimum child days of enrollment shall be: | 12,373.87 |
| D. | Daily rate for attendance shall be: Full-day | \$ 48.32 |
| E. | Maximum reimbursable amount shall be: | \$597,905.40 |

<p><u>San Mateo County Superintendent of Schools</u></p> <p><i>Nancy Magee</i> _____ Signature</p> <p>Nancy Magee _____ Print Name</p> <p>County Superintendent of Schools _____ Title</p> <p>9.17.21 _____ Date</p>	<p><u>South San Francisco Unified School District</u></p> <p><i>Shawnterra Moore</i> _____ Signature</p> <p>SHAWNTERRA MOORE _____ Print Name</p> <p>SUPERINTENDENT _____ Title</p> <p>8.12.21 _____ Date</p>
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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 of Educational Services and Categorical Programs
Kevin Asbra, Principal South San Francisco High School

DATE: April 14, 2022

RE: Approval of permission for South San Francisco High School Students to Travel to the State History Day Competition in Rocklin, CA on May 7 & 8, 2022

BACKGROUND:

The purpose of this field trip is to give students the opportunity to compete in the California State History Day Competition at William Jessup University in Rocklin, CA. The event will be held Saturday, May 7 to Sunday, May 8, 2022. Hotel accommodations are in process; it is expected that we will be staying in Roseville at the Fairfield Inn by Marriott. Our students will be competing throughout the day on Saturday and the awards ceremony will be held on Sunday. Students who were finalists in the County competition are eligible to compete at State. This year 15 students (7 girls/8 boys) from SSFHS will be competing in the podcast, documentary, exhibit and website categories. Students will be transported in school vans, as well as teacher and parent transportation. Chaperones will be two certificated teachers, Kimberly Chin and Jason Capitan. Parents will also be transporting and lodging their own students.

FISCAL IMPLICATIONS:

The estimated cost of the trip is \$3,950. This includes registration fees, housing, transportation, and stipends and per diem food costs. Students will be responsible for all food and beverage costs. No student will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for South San Francisco High School sophomores, juniors and seniors the opportunity to compete at the State National History Day Competition in Rocklin, CA, on May 7 and 8, 2022.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the following Certificated Personnel items be approved:

CERTIFICATED CONTRACT 2022-2023

Fleming, John, will be placed at South San Francisco High School as a English Teacher on a Probationary contract effective August 8, 2022. Salary placement FM-9.

Nguyen, Natassja, will be placed at El Camino High School as a English Teacher on a Temporary contract effective August 8, 2022. Salary placement C-1.

Fox, Lauren, will be placed at Martin Elementary School as a Fourth Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement C-1.

Toleno, Angela, will be placed at Martin Elementary School as a Kindergarten Teacher on a Temporary contract effective August 8, 2022. Salary placement C-2.

Christian, Tara, will be placed at Sunshine Gardens Elementary School as a Third Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement DM-2.

Cosgrave, Shannon, will be placed at the Special Education Department as a School Psychologist on a Probationary contract effective August 1, 2022. Salary placement P-5.

CERTIFICATED TEMP REHIRE 2022-2023

Alima, Zaldy, a teacher at South San Francisco High School, effective August 8, 2022

Mendez, Richard, a teacher at South San Francisco High School, effective August 8, 2022

Kopf, Amber, a teacher at Parkway Heights Middle School, effective August 8, 2022

Stanton-Fischer, Gabrielle, a teacher at Ponderosa Elementary School, effective August 8, 2022

Tung, Jocelyn, a teacher at Ponderosa Elementary School, effective August 8, 2022

Hoffman, Emily, a teacher at Sunshine Gardens Elementary School, effective August 8, 2022

Shpizner, Cara, a teacher at Sunshine Gardens Elementary School, effective August 8, 2022

ADJUST ASSIGNMENT

Hasan, Amany, a teacher at Sunshine Gardens Elementary School, from 1.0 FTE to .5 FTE, effective August 8, 2022 through May 30, 2023.

TRANSFER

Nguyen, Phuong, from District Office to Baden High School, effective August 8, 2022.

Lonergan, Kelley, from District Office to Buri Buri Elementary School, effective August 8, 2022.

Chan, Marilyn, from District Office to El Camino High School, effective August 8, 2022.

Lattasima, Keonakone, from Parkway Heights Middle School to Martin Elementary School, effective August 8, 2022.

Vernon, Shamayah, from Buri Buri Elementary School to Skyline Elementary School, effective August 8, 2022.

RESIGNATION

Amiton, Scott, a Teacher at Alta Loma Middle School effective, May 27, 2022

Keating, Katherine, a Counselor at Alta Loma Middle School, effective May 27, 2022.

Lunt, Daniel, a Principal at El Camino High School, effective June 30, 2022.

Pala, Mary Beth, a Teacher at Westborough Middle School, effective June 1, 2022

Martin, Anne, a Teacher at Westborough Middle School, effective June 1, 2022

Albert-Hall, Ashlyn, a Teacher at Westborough Middle School, effective May 27, 2022

RETIREMENT

Tucker, Julie, a Program Specialist at the Special Education Department, effective June 3, 2022

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Authorizes the Superintendent to enter into a partnership by and between Alliant International University and the South San Francisco Unified School District to provide practicum experiences and/or fieldwork experiences through student teaching and school counseling and school psychology internships to selected students of the University effective August 1, 2022, through August 1, 2025.



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION

And

South San Francisco Unified School District

Alliant International University, Inc., a California Benefit Corporation (the “University”), and South San Francisco Unified School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2022 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

Subject to the suspension of any requirements pursuant to Executive Order N-66-20 or other related Executive Orders.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
4. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
5. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
7. No Intern shall displace any fully credentialed employee in the District.
8. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
9. The District and the University, in partnership, must provide support for each Intern.
10. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
11. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
12. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
13. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
14. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss

the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.

15. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
16. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
17. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor

will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any

other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

South San Francisco Unified School District:

South San Francisco Unified School District

Date

Address:

398 B Street
South San Francisco, CA 94080

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the following Classified Personnel items be approved:

EMPLOYMENT

Hortoleza, Carolina Ferrer, Paraprofessional II – Special Education, Westborough Middle School, 6.0 hours per day, Range 29B, Step 4, effective March 14, 2022.

Sanchez, Jonathan, Campus Security, Alta Loma Middle School, 7.0 hours per day, Range 29B, Step 5, effective March 24, 2022.

Vitug, Alvin Morales, Nutrition Services Supervisor, Nutrition Services – District Office, 7.5 hours per day, Range 52SH, Step 5, effective April 4, 2022.

Dimayuga, Janet Rivera, Paraprofessional II – Special Education, Ponderosa Elementary School, 6.0 hours per day, Range 29B, Step 3, effective April 4, 2022.

RESIGNATION

Rivera, Michael, Skilled Maintenance Worker, District Office, 8.0 hours per day, Range 48, Step 5, effective March 18, 2022.

Hnin, Aye, Paraprofessional II – Special Education, Ponderosa Elementary School, 6.0 hours per day, Range 29, Step 5, effective April 6, 2022.

Cosmas, Nidia, Custodian I, El Camino High School, 8.0 hours per day, Range 33, Step 3, effective April 15, 2022.

Perez, Mara, Administrative Assistant, District Office, 7.5 hours per day, Range 37, Step 5, effective April 19, 2022.

RELEASE FROM PROBATION

EIN 9464, Paraprofessional I – Special Education, Martin Elementary School, 6.0 hours per day, Range 26, Step 2, effective March 25, 2022.

TEMPORARY OUT OF CLASS PAY

Rios, Trevor, Acting Lead Grounds Maintenance Worker, District Office, 8.0 hours per day, Range 41A, Step 5, effective March 17, 2022 through May 12, 2022.

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: April 14, 2022
RE: Acceptance of Gift

BACKGROUND:

The District has received the attached cash and in-kind gift during the month of March 2022.

FISCAL IMPLICATIONS:

The gift will benefit the District Office or school site that has been requested by the donors.

RECOMMENDATION:

Staff recommends that the Board of Trustees accepts the gift on behalf of the District.

**TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT –
ACCEPTANCE OF GIFT FOR MARCH 2022.**

It is recommended that the South San Francisco Unified School District Board of Trustees accept the following gift for the District:

\$3994.97 from Junipero Serra School PTA to Junipero Serra Elementary School for the purpose of library book purchases.

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: April 14, 2022
RE: Approval of 2021-22 Fundraisers

BACKGROUND:

Each year, the Board of Trustees approves all fund-raisers to be held on behalf of the schools and students of the District.

The following fund-raisers are being submitted for approval:

Ponderosa Elementary School

5th Graders See's Candy Sales - See's Candy boxes will be sold online via the See's Candy website and will be delivered directly to the customer. Commencing April 2022.

Alta Loma Middle School

7th Grade Class Panda Express Takeover - Restaurant takeover located at 5035 Junipero Serra Blvd. Commencing April 8, 2022 from 3:00 p.m. to 9:00 p.m.

Drama Club Pizza Sale/Day on the Green – Selling pizza by the slice at the annual Day of the Green event. May 13, 2022 from 2:15 p.m. to 3:15 p.m.

Leadership Quick-Quack Car Wash Card Sale - Selling \$10 car wash cards. Half of the donations will go towards the Leadership Club. Commencing April 2022 through May 2022.

Yearbook Club Yearbook Sale - Commencing March 2022 through May 2022.

Parkway Heights Middle School

Pride Club Egg Hunt - Selling tickets for the egg hunt located at the PHMS athletic field. Commencing April 11, 2022 through April 15, 2022.

El Camino High School

Class of 2025 Royal Pin Donut Fundraiser - Selling donuts in-front of the ECHS Red Stage at \$2 each. Commencing April 27, 2022 from 3:30 p.m. to 4:30 p.m.

Milk Tea Lab Fundraiser - Selling boba drinks in-front of the ECHS Red Stage at \$5 each. Commencing April 15, 2022 from 3:30 p.m. to 4:00 p.m.

Nothing Bundt Cakes Fundraiser - Selling cakes in-front of the ECHS Red Stage at \$6 each. Commencing April 22, 2022 from 3:30 p.m. to 4:00 p.m.

Class of 2022 Senior Sunset - Selling various food items at the ECHS Colt Field on May 20, 2022 from 5:00 p.m. to 9:00 p.m.

South San Francisco High School

AVID Taco Feed - Selling unlimited tacos, tortas, and quesadillas, and more. Commencing April 15, 2022 between the hours of 4:30 p.m. to 7:00 p.m.

Class of 2022 Kona Ice Takeover - Selling various flavors of shaved ice (dessert) via the Kona Ice Truck. They will be selling outside of the school site on May 13, 2022 between the hours of 3:20 p.m. to 4:30 p.m.

Movie Night & Ticket Sales - Selling tickets at the SSFHS quad for the upcoming movie night. Movie night takes place on May 6, 2022 at 8:00 p.m.

T-Pumps Fundraiser - Selling boba drinks after school at the SSFHS parking lot and at the quad. Commencing May 6, 2022 from 3:20 p.m. to 7:00 p.m.

Donut Fundraiser - Selling Krispie Kreme assorted donuts at the SSFHS parking lot on April 13, 2022 between the hours of 7:30 a.m. to 8:30 a.m.

Class of 2023	Momo's Fundraiser - Selling momos (steamed dumplings) to help reduce the cost of prom tickets. Commencing March 25, 2022.
Class of 2024	Spam Musubi Fundraiser - Selling spam musubi after the rally at the SSFHS parking lot. Commencing May 13, 2022 at 3:20 p.m.
Class of 2025	Dunk Tank/Day on the Green - Students will pay \$5/four throws in attempt to knock off the individual sitting on the dunk tank. Commencing on the Day of the Green, March 25, 2022 from 2:00 p.m. to 5:00 p.m.
Dance Class	Butter Mochi Fundraiser - Selling mochi at the SSFHS parking lot. Commencing April 6, 2022.
Earth Club	Movie Night - Earth Club will be selling various food items and projecting a movie at the outdoor learning space. Commencing April 20, 2022 between the hours of 5:00 p.m. to 7:00 p.m.

FISCAL IMPLICATIONS:

All funds from approved fund raisers are accounted for in the School Site Associated Student Body (ASB).

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the fundraisers listed above.

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: April 14, 2022
RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

Spruce Elementary School

\$4,250 Santa Clara County Office of Education (SCCOE) - In partnership with Positive Behavioral Intervention and Supports (PBIS), SCCOE will provide training to develop and support the PBIS framework to improve access to inclusive, equitable and high quality education for all students. Commencing March 2022 through December 2022.

\$14,000 Reading Partners - Providing 1-on-1 tutoring to students as identified by support staff and teachers. Students will receive two 45-minute sessions per week. Commencing November 2021 through June 2022.

El Camino High School

\$2,750 DJ Circle Entertainment Inc. - Providing DJ services for the ECHS prom being held at the Exploratorium and services will be held between the hours of 7:00PM to 11:00PM. Commencing April 9, 2022.

Not to exceed \$25,000 Events to the “T” Inc. - Event-planning company working with ECHS to prepare for the upcoming prom. Events to the ‘T’ will book the venue, provide catering, decorations, entertainment, clean-up and more. The

final costs of services will be offset by the amount fundraised. Commencing April 2022.

District Office – Business Services

- | | |
|------------------------|--|
| Not to exceed \$5,000 | AAA Fire Protection - Providing parts and labor for steam-grease exhaust cleaning and for semi-annual system services for the ECHS site. Commencing March 2022. |
| \$17,300 | Hohbach-Lewin, Inc. - Providing civil engineering services including landscape planting, irrigations plans, and electrical plans for the security gate at the Hillside site parking area. |
| Not to exceed \$20,000 | Sonitrol Verified Electric Security - Working with SSFUSD to provide 120VAC direct connection power to cell unit and conduit pathway for connection to existing in order to monitor general fire alarm, general fire supervisory, and general fire trouble for multiple school sites. Commencing March 2022. |
| \$1,250 | Protech - Fire-proofing insulation, material sampling, and analysis for SSFHS Building S to verify any existence of asbestos containing material (ACM). Commencing March 2022 until completed. |

District Office – Human Resources

- | | |
|------------------------|---|
| \$3,950 | Web Scribble - A 6-month membership with Web Scribble, a privately-owned company specializing in matching highly qualified job-seekers with opened positions at SSFUSD. Commencing March 31, 2022 through September 30, 2022. |
| Not to exceed \$25,000 | Lincoln White Investigations - Providing professional legal services on an as-requested basis for workplace investigations. Commencing March 23, 2022. |

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the professional services agreements as presented.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: April 14, 2022

RE: Quarterly Report on Williams Uniform Complaints – January 1, 2021 through March 31, 2022

BACKGROUND:

The passage of legislation in the wake of the Williams Case Settlement (Education Code Section 35186) requires all school districts in California to prepare a report summarizing data on the nature and resolution of all Williams Uniform Complaints received by the district in the past three months. Districts must submit these reports even if there have been no complaints received during that time period. The information is to be reported publicly at a governing board meeting and submitted to the County Superintendent of Schools in April, July, October, and January.

No complaints were filed this quarter.

FISCAL IMPLICATIONS:

None

STAFF RECOMMENDATION:

For information only.

**Quarterly Report on 2021-2022 *Williams* Uniform Complaints
[Education Code § 35186]**

District: South San Francisco Unified School District

Person completing this form: Jay Spaulding Title: Assistant Superintendent, Human Resources

- Quarter Reported:** (check one)
- 1st Quarter: July 2021 through September 2021 – Due October 2021
 - 2nd Quarter: October 2021 through December 2021 – Due January 2022
 - 3rd Quarter: January 2022 through March 2022 – Due April 2022
 - 4th Quarter: April 2022 through June 2022 – Due July 2022

Date for information to be reported publicly at governing board meeting: April 14, 2022.

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district’s written response were emailed to San Mateo County Office of Education.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks	N/A	N/A	N/A
Facility Conditions	N/A	N/A	N/A
Teacher Vacancy or Misassignment	N/A	N/A	N/A
TOTAL	N/A	N/A	N/A

Shawnterra Moore

Print Name of District Superintendent

Signature of District Superintendent

Date

Sign and date the report *after* it is presented at your board meeting.
Please submit the executed report to Systems for District Improvement via email at sdi@smcoe.org.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #22-12

EARTH DAY, APRIL 22, 2022

WHEREAS, Environmental groups have sought to make Earth Day a day of action to change human behavior, prompt policy changes, initiate environmental reform, promote ecology and the respect for life on the planet as well as to encourage awareness of the growing problems of air, water and soil pollution; and

WHEREAS, the first Earth Day celebration was held on April 22, 1970; and

WHEREAS, this year’s theme is: “Invest In Our Planet”, where each individual has the simple yet effective power to make their voices heard through their choices, their civic actions, and personal interactions; and

WHEREAS, according to EarthDay.org, “Gen Z is providing inspiration, with 45% having stopped purchasing certain brands because of ethical or sustainability concerns.”; and

WHEREAS, schools have the potential to create positive, and substantial environmental change in the world while teaching students to be stewards of their communities, the earth, and its resources; and

WHEREAS, ECHS’s Ecology Club serves “To inspire the conservation of the local ecosystems around the school and the community, experience the unique ecosystems of California, and educate students of the importance of maintaining the environment.”; and

WHEREAS, SSFHS’s Ecology Club has created an outdoor learning space with gardens, manages the school’s recycling program, participates in the annual Coastal Cleanup, and lobbies lawmakers to support NGOs to fight climate change; and

WHEREAS, District staff and several SSFUSD schools are focused on efforts to beautify campuses with gardening projects, recycling efforts, and waste management; and

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes the efforts to continue a global movement which embraces nature and its values, to adopt measures which increase conservation and sustainability, and to nurture a respect for the environment in all students, during Earth Day 2022.

REGULARLY PASSED AND ADOPTED this 14th day of April 2022.

AYES in Favor of Said Resolution

ATTEST:

Secretary/Clerk of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 14, 2022

RE: Approval of Skyline Middle College MOU for 2022-23

BACKGROUND:

The District has been working collaboratively with the Skyline Middle College program for the past few years. Budgeting will allow 70 Students in 11th and 12th grade eligible to enroll in the program. Moving forward, the District would like to continue the partnership with the Skyline Middle College program.

FISCAL IMPLICATIONS:

The District will fund each student enrolled in the Skyline Middle College Program at \$6,800 per student, the same cost per student since 2019-20, to be paid using General Fund, as described and budgeted in the 2021-22 LCAP, Goal 1, Action 20-F. The total program cost is dependent on student enrollment and will be adjusted accordingly. The San Mateo Community College District will fund all costs not covered by the District's funding provided.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with Skyline Middle College for 2022-23 with the cost of \$6,800 per student as presented, to be paid from General Funds and budgeted in the 2021-22 LCAP.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT
WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR MIDDLE COLLEGE AT SKYLINE COLLEGE
2022-23**

This Agreement is entered into this **1st day of July 2022**, by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "SMCCCD") and South San Francisco Unified School District, a unified school district formed and existing under the laws of the State of California, having its business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SSFUSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SSFUSD. It will be established as an alternative program of choice between the SSFUSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.
2. **EDUCATION CODE AND WAIVERS.** SSFUSD will seek, apply for, and obtain all necessary waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SSFUSD.
3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SSFUSD or his/her designee(s); Skyline College Vice President of Instruction or his/her designee(s); and the SMCCCD MCSC Director (hereinafter called "MCSC Director"). The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.
 - a. The SSFUSD designee will report to the SSFUSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring potential students and promoting MCSC.

- b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.
- c. The MCSC Director and the Director of Educational Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

- 4. SSFUSD will fund each student enrolled in MCSC at \$6800 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SSFUSD’s funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.
 - a. Students are admitted to MCSC program for the fall and spring semester. Should a SSFUSD student not complete a full semester, the SSFUSD will pay half of the annual cost per student. Should a SSFUSD student complete one semester, but not a second semester, the SSFUSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.

5. REMUNERATION FOR SERVICES.

SMCCCD will invoice in December 2022 and May 2023, the bills are due in January 2023 and June 2023.

- a. SSFUSD, upon receipt of a detailed invoice, should process payment to the following:

SMCCCD: San Mateo County Community College District,

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2022 and terminate on June 30, 2023. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.
7. **TERMINATION OF CONTRACT.** SMCCCD may terminate for cause this Agreement, by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SSFUSD within 60 days of the end of the current term so as not to interrupt student learning.

SSFUSD may terminate for cause this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SMCCCD within 60 days of the end of the current term so as not to interrupt student learning.

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:
 - a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SSFUSD.
 - b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SSFUSD Curriculum and Instructional staff that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.
 - c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the

program.

- d. SMCCCD will also provide a 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.
- e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SSFUSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

9. **PREMISES.** Subject to the terms and conditions set forth in this Agreement and during the term of the Agreement, SMCCCD will provide MCSC with space at Skyline College for classrooms, as well as staff and office space for all MCSC events.

Further, SMCCCD will provide MCSC with office supplies and outreach materials, as well as access to copy machines for instructional purposes.

10. **DISCLOSURES.** SSFUSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:
- a. MCSC is an alternative program of choice offered by the SSFUSD to its students. A maximum of 45 seats per grade level attending SSFUSD high schools will be reserved on an annual basis. SSFUSD may have additional seats as they are available in the 11th and/or 12th grade cohorts.
 - b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SSFUSD. Such faculty are not agents of SSFUSD.
 - c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.

- d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.
- e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.
- f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SSFUSD and SMCCCD in their respective student hand books.
- g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

- 11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SSFUSD that is consistent with the waivers, if any; being requested from the SSPI by SSFUSD.
- 12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SSFUSD will provide MCSC staff access to SSFUSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

- 13. **CURRICULUM.** The goal of the partnership is to offer a seamless transition between high school to post-secondary education that promotes: (1) academic preparation for applying in the 12th grade to four-year colleges/universities; and/or (2) academic preparation for transferring from Skyline College to four-year colleges/universities; and/or (3) academic preparation for an Associate degree and/or (4) academic preparation for career technical education certificate. The following pathways are as follows:

a. **A-G College Entrance Requirements**

This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.

b. **CSU General Education – Breadth Certification**

This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

c. **Intersegmental General Education Transfer Curriculum (IGETC)**

This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

d. **Associate Degree & Career Technical Education Certificate**

This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for an enrollment of up to 45 students in the 11th and 45 students in the 12th grades. All courses will be conducted on the Skyline College campus.

a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.

b. The instructional calendar will be based on 180 school days.

c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.

d. Skyline College will provide all students with the academic support

services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 11.0 college units.

- e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.
 - f. SSFUSD will accept courses for high school credit by the beginning of the subsequent semester.
 - g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SSFUSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SSFUSD teacher requirements.
 - h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SSFUSD.
- a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.
 - b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.
 - c. Students will receive \$250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than \$250.
 - d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.

- e. SMCCCD will provide the same resources and services to MCSC students that are available to all Skyline College students including counselling, library and Learning Center resources.

GENERAL PROVISIONS

- 16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.
- 17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.
 - a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.
 - b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.
 - c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC Staff to use to inform any adult who may come looking for them.
- 18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SSFUSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SSFUSD. An annual audit of the MCSC program will be submitted by SSFUSD to the SSPI.
 - a. Permanent records of student attendance, grades and achievement will be maintained by SSFUSD for SSFUSD students who enroll in a

course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.

- b. Each party shall maintain records pertaining to this AGREEMENT as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

19. **ENROLLMENT/ELIGIBILITY.** Participation at MCSC is through application, interview and selection only. Admitted students are considered concurrently enrolled college students (as defined by state law related to community college), with all the benefits and responsibilities of all other Skyline College student.

- a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SSFUSD will jointly ensure that each applicant accepted has met all the enrollment requirements.
- b. SSFUSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.
- c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

20. **RELATIONSHIP OF THE PARTIES.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as SMCCCD may specify in writing, SSFUSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SSFUSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SSFUSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SSFUSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this

Agreement to bind SSFUSD to any obligation whatsoever. SSFUSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.

21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.
22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, termination or other terms and conditions of employment of its own employees. SSFUSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SSFUSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SSFUSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SSFUSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SSFUSD.
23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.
24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SSFUSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. SMCCCD personnel policies shall be made available to

SSFUSD upon request.

25. **NOTICES.** Any notice required to be given or delivered to the other shall be in writing and addressed to the parties at the addresses provided below parties at the addresses provided below

College District
San Mateo County Community College District
Richard Storti, Executive Vice Chancellor of Administrative Services
3401 CSM Drive
San Mateo, CA 94402

SSFUSD
South San Francisco Unified School District
Keith Irish
Assistant Superintendent for Educational Services & Categorical Programs
398 B Street,
South San Francisco, CA 94080

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
27. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries, parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.
29. **SEVERABILITY.** Should any part of this Agreement be declared through a

final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.
31. **LIABILITY AND INSURANCE.** SSFUSD shall be responsible for all damages to persons or properties that occur as a result of SSFUSD's or SSFUSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

SSFUSD and SMCCCD shall each take out and maintain during the life of this Agreement such liability insurance as shall protect them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either of the agencies or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- 30.1 **Required Coverage.** SSFUSD and SMCCCD shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or the SSFUSD Superintendent, as the case may be.

Comprehensive General Liability and Property Damage insurance including:

- a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and

c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) I 0 or better.

30.3 **Endorsements and Certificates of Insurance.** San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SSFUSD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. South San Francisco Unified School District, its Officers, Agents, and Employees must be named by endorsement on SMCCCD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insureds.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SSFUSD's Superintendent and the SMCCCD's Chief Financial Officer prior to the commencement of work under this Agreement. The certificates shall provide that if the policy or policies be canceled by the insurance company or by SSFUSD or SMCCCD, as the case may be, during the terms of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to SSFUSD's Superintendent or SMCCCD's Chief Financial Officer as the case may be. The certificates shall also show the information that the San Mateo County Community College District is named on SSFUSD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured and that the SSFUSD is named on SMCCCD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. With respect to insurance procured by the SSFUSD, certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. With respect to insurance procured by the SMCCCD, certificates shall clearly state that "The South San Francisco Unified School District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by SSFUSD.

32. **WORKERS' COMPENSATION INSURANCE.** SSFUSD and SMCCCD shall each have in effect, during the full term of this Agreement, Workers'

Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, both parties certify awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Each Party Initials (if applicable)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Each Party Initials (if applicable)

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

33. **MUTUAL HOLD HARMLESS**

- a. SMCCCD shall indemnify, hold harmless and defend the SSFUSD trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMCCCD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.

- b. SSFUSD shall indemnify, hold harmless and defend SMCCCD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SSFUSD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not

apply to acts of willful negligence or illegal actions.

- c. In the event of the concurrent negligence of SSFUSD and/or its officers and/or employees and SMCCCD and/or its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's theory of comparative negligence as presently established or as may hereafter be modified.

34. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal portion of the expenses of the mediator.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SSFUSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
36. **GOVERNING LAW AND VENUE.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.
37. **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document

are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.

39. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SSFUSD, SMCCCD fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of SMCCCD to be performed, kept, and observed, SSFUSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SSFUSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SSFUSD may deem proper.

41. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT**

By: _____
Richard Storti
Executive Vice Chancellor of
Administrative Services
Date:
Federal Tax Payer Identification Number:
(EIN) 94-3084147

**SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT**

By: _____
Name: Ted O
Assistant Superintendent, Business
Date:
Federal Tax Payer Identification Number
(EIN): 94-308

Appendix A

Case	Description	Total Charge to HS
1	<i>Student completes two terms</i>	\$ 6,800
2	<i>Student enrolls in Fall term and does not complete.</i>	\$ 3,400
3	<i>Student completes only Fall term, does not enroll Spring</i>	\$ 3,400
4	<i>Students completes only Fall, withdraw Spring after drop period</i>	\$ 6,800
5	<i>Student completes only Fall, withdraw during drop period</i>	\$ 3,400
6	<i>Student enrolls in Spring only and completes Spring only</i>	\$ 3,400
7	<i>Student enrolls in Spring only and does not complete Spring only</i>	\$ 3,400
8	<i>Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 <u>plus</u> 6 or 7.)</i>	\$ 6,800

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 22-41

**California Day of the Teacher - May 11, 2022
National Day of the Teacher – May 3, 2022**

WHEREAS, Wednesday, May 11, 2022, is designated as the *Day of the Teacher* with the theme *California Educators: At the Heart of Communities, Powering our Future*; and

WHEREAS, an educated citizenry serves as the foundation of our democracy; and

WHEREAS, today’s teachers mold the minds and train the workforce of the future; and

WHEREAS, no other profession touches as many people with such a lasting effect; and

WHEREAS, good teaching grows in value and pays dividends far beyond the classroom; and

WHEREAS, excellence in our state begins with California Teachers; and

WHEREAS, California’s teachers are among the best educated, most credentialed and hardest working educators in the country;

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees recognizes **May 11, 2022**, as ***Day of the Teacher***, and wishes to extend its sincere appreciation to the teachers in the South San Francisco Unified School District who, day in and day out, affect the lives of our students in limitless and lasting ways.

Regularly passed and adopted this 14th day of April 2022.

AYES in Favor of Said Resolution

ATTEST:

Secretary/Clerk of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 22-42

**CLASSIFIED SCHOOL EMPLOYEE WEEK
MAY 15-21, 2022**

WHEREAS, The third full week of May (May 15-21, 2022) has been designated as **Classified School Employee Week** by the California State Legislature. The theme for this week is ***We are Classified! We Bring it Every Day!***; and

WHEREAS, Classified school employees provide valuable services to the schools and students of the South San Francisco Unified School District; and

WHEREAS, Classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, Classified school employees play a vital role in providing for the welfare and safety of South San Francisco Unified School District's students; and

WHEREAS, Classified school employees employed by the South San Francisco Unified School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor the contributions of the classified school employees to quality education in the State of California and in the South San Francisco Unified School District and declares the week of May 15-21, 2022, as **Classified School Employee Week**.

Regularly passed and adopted this 14th day of April 2022.

AYES in Favor of Said Resolution

ATTEST:

Secretary/Clerk of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services
Rajpal Bal, Director of Business Services

DATE: April 14, 2022

RE: Adoption of Resolution #22-43 Establishing a Revolving Cash Fund for Nutrition Services.

BACKGROUND:

Due to the current global supply chain issues and the pandemic, suppliers are not able to fill all the orders for food and supplies in the Nutrition Services Department. When orders are received, certain food and non-food items may be on backorder. As a result, management in Nutrition Services must make a trip to a local supermarket or warehouse to purchase the needed items using their own money or credit card and then submit paperwork to get reimbursed.

A Revolving Cash Fund is needed for the replenishment of the Nutrition Services revolving cash account for the payment of food and supplies during emergencies. With this fund, staff would not need to pay with their own money or credit cards. They will be able to write checks to make the emergency purchases. The fund would be set-up with \$5,000 and will be monitored and overseen by Accounting Department staff.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt resolution #22-43 to establish the Revolving Cash Fund for the Nutrition Services Department.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #22-43

ESTABLISHING A REVOLVING CASH FUND FOR NUTRITION SERVICES

WHEREAS, the South San Francisco Unified School District has the need to establish a Revolving Cash Fund for the replenishment of Nutrition Services revolving cash account, for the payment of food and supplies during emergencies; and

WHEREAS, establishing the Revolving Cash Fund will facilitate the prompt payment of expenditures;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the School District, pursuant to the provisions of Education Code Section 42800, the Revolving Cash Fund is herewith established with the amount of \$5,000 and that Rajpal Bal is named as the officer to administer said fund in accordance with the provisions of the Education Code Sections 42800 through 42805, inclusive.

BE IT FURTHER RESOLVED that a copy of this Resolution be filed with the County Superintendent of Schools.

REGULARLY PASSED AND ADOPTED THIS 14th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I hereby certify that the above Resolution was approved by the Board of Trustees of the South San Francisco Unified School District at a meeting on April 14, 2022.

John Baker
President of the Board of Trustees of the
South San Francisco Unified School District

ATTEST: _____
Daina Lujan
Secretary/Clerk, Board of Trustees of the
South San Francisco Unified School District

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services
Wazi Chowdhury - Director of Facilities and Safety
William Savidge - Facilities Management Consultant

DATE: April 14, 2022

RE: Approval of Hamilton + Aitken Architects for Architectural & Engineering Services on HVAC Upgrade Projects at Monte Verde ES, Ponderosa ES, Sunshine Gardens ES, Westborough MS, and El Camino HS.

BACKGROUND:

The District's Facilities teams have been working over the last year to develop a complete assessment of the age, condition, and operational characteristics of the Heating Ventilating Air Conditioning (HVAC) systems in all of the classrooms, administration areas, and support facilities at the District's sites. This has included intensive reviews and site walks by the District Mechanical Lead and a Mechanical Engineering consultant to assess ventilation/outside air intake, filtration, system operations, controls, and age and condition of the units serving District spaces for students and staff. Facilities staff have been working with the mechanical engineering consultants to focus on the highest priority HVAC replacement/retrofits in the District as identified in the assessments:

- 1) HVAC Units without mechanical ventilation, or without outside air ventilation, or without dampers to control ventilation and outside air to spaces.
- 2) Oldest, lowest performing HVAC Units in the District - focus on units 30 years and older.
- 3) Deteriorated, non-functioning HVAC Units.

This is the second group of high-priority HVAC Replacement projects being brought forward. The first step to complete the work is to retain an Architect and Engineering consultants to prepare plans and specifications for DSA approval, bidding and construction administration. H+A Architects has provided a proposal for services for the sites noted. H+A's proposal is attached for reference.

FISCAL IMPLICATIONS:

The cost of the proposal is **\$190,050** to be paid from the District's Facilities Fund (Fund 40).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Hamilton + Aitken Architects for the HVAC Upgrade Projects at Monte Verde ES, Ponderosa ES, Sunshine Gardens ES, Westborough MS, and El Camino HS.



31 March 2022

Waziuddin Chowdhury
Facilities Director
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

Re: Proposal for Architectural Services – HVAC Upgrades – El Camino HS, Westborough MS, Monte Verde ES, Ponderosa ES, and Sunshine Gardens ES

Dear Wazi:

Thank you for this opportunity to present this proposal to provide architectural services for the HVAC Upgrade projects at El Camino HS, Westborough MS, and Monte Verde, Ponderosa ES and Sunshine Gardens ES. The following information describes our understanding of the project and our approach to providing services.

Our Unique Qualifications

H+A Architects has unique qualifications for community engagement and high quality architectural design for the District. For more than twenty years, we have focused on design for education, and we have been at the forefront of innovative design for schools. Having worked with the District since 2007, we are well-versed in the District's culture, requirements and needs, and can begin working effectively immediately. We are very familiar with all these campuses, having designed several projects for these sites, and we are familiar with the school community.

Project Understanding

We understand that this project involves design, construction documents and construction administration to upgrade the mechanical and HVAC systems at the five District campuses named above. The specific project scope at each campus includes:

1. El Camino—Classrooms 54 & 64 New HVAC Units = DSA
 - A. 54: Provide new approximately 50,000 btuh condensing type gas furnace in Team Air enclosure in corner of room, new above ceiling supply ductwork, duct up through roof to a new roof ventilator for outside air, new flue through roof, condensate drain line to drywell, new controls, connect to existing BMS. Approximately 714 SF area. Provide associated electrical power work, and structural equipment mounting work.
 - B. 64: Replace existing furnace with new approximately 40,000 btuh condensing type furnace, duct up through roof to a new roof ventilator for outside air, new return air and outside air balancing dampers, new flue through roof, condensate drain line to drywell, new controls, connect to existing BMS. Approximately 400 SF area. Provide

associated electrical power work, and structural equipment mounting work.

2. Westborough—Classroom Wing 70's New HVAC Units, Classrooms 51 & 53 New HVAC Unit(s), Westborough Library

A. Westborough Classrooms 71-72 = DSA

1. For each classroom, remove existing furnace in room and provide a new approximately 50,000 btuh condensing type gas furnace in Team Air enclosure in corner of room, new supply ductwork, outside air through new wall louver, relief to new roof ventilator, new flue through roof, condensate drain line to drywell, new non-BMS controls. Provide associated electrical power work, and structural equipment mounting work.

B. Westborough Classrooms 73-74

1. For each classroom, remove existing furnace in room and provide a new approximately 50,000 btuh condensing type gas furnace in Team Air enclosure in corner of room, new supply ductwork, outside air through new wall louver, relief to new roof ventilator, new flue through roof, condensate drain line to drywell, new non-BMS controls. Provide associated electrical power work, and structural equipment mounting work.
2. Classroom 74 is a computer lab and in addition to its indoor furnace, it has a rooftop AC unit. Remove existing rooftop AC unit. On the new furnace for this room, install a DX cooling coil connected to a rooftop condensing unit. Provide refrigerant piping for this split system and new non-BMS controls. Provide associated electrical power work, and structural equipment mounting work.

C. Westborough Library

1. Replace existing Reznor rooftop heating and ventilating air handler in kind, approx. 80,000 btuh, provide OA intake on existing RA duct above roof with new RA and OA dampers, provide new relief ventilator on roof, new standalone non-BMS controls. Provide associated electrical power work, and structural equipment mounting work.

D. Westborough Classroom 51 & 53

1. Replace existing Reznor rooftop heating and ventilating air handler in kind, approx. 80,000 btuh, provide OA intake on existing RA duct above roof with new RA and OA dampers, provide new relief ventilator on roof, new standalone non-BMS controls. Provide associated electrical power work, and structural equipment mounting work.

3. Sunshine Gardens—Classroom Wing 4-Pack—outside air and damper install and Sunshine Gardens Administration wing install new HVAC system.
 - A. Sunshine Gardens 4-Pack Classrooms 18-21 = DSA
 1. Keep 4 existing furnaces, run a new OA through roof to new roof ventilator for each furnace, add return air and outside air balancing dampers. Provide associate structural mounting for new roof ventilators.
 - B. Sunshine Gardens Administration Offices = DSA
 1. Option 1: Replace existing furnace in attic with new approximately 80,000 btuh condensing type furnace, add OA intake duct up through roof to new roof ventilator, add return air and outside air balancing dampers, new flue through roof, condensate drain line to nearby plumbing receptor, new standalone non-BMS controls. Approximately 1,600 SF area. Provide associated electrical power work, and structural equipment mounting work.
 2. Option 2: Provide new 4 ton VRF heat pump system consisting of grade mounted heat recovery type outdoor VRF heat pump, and wall mounted indoor VRF fan coils. Each fan coil to get it's outside air with a small 4" duct up through roof to a small roof intake fan. Take fan coil condensate drain lines to a drywell, new standalone non-BMS controls. Approximately 1,600 SF area. Provide associated electrical power work, and structural equipment mounting work.
4. Monte Verde—Administration—new HVAC systems. = DSA
 - A. Option 1: Replace existing furnace in attic with new approximately 80,000 btuh condensing type gas furnace, connect to existing supply, return and outside air intake ducts, provide new flue through roof, provide new condensate drain like to a nearby plumbing receptor reconnect to existing BMS controls. Provide associated electrical power work, and structural equipment mounting work.
 - B. Option 2: Provide new 4 ton VRF heat pump system consisting of grade mounted heat recovery type outdoor VRF heat pump, and wall mounted indoor VRF fan coils. Each fan coil to get it's outside air with a small 4" duct up through roof to a small roof intake fan. Take fan coil condensate drain lines to a drywell. Provide new BMS controls. Provide associated electrical power work, and structural equipment mounting work.
5. Ponderosa—Office/Admin—new HVAC system.
 - A. Option 1: Replace existing furnace in attic with new approximately 80,000 btuh condensing type gas furnace, connect to existing supply, return and outside air intake ducts, provide new flue through roof, provide new condensate drain like to a nearby plumbing receptor reconnect to existing BMS controls. Provide associated electrical power work, and structural equipment mounting work.
 - B. Option 2: Provide new 4 ton VRF heat pump system consisting of grade mounted heat recovery type outdoor VRF heat pump, and wall mounted indoor VRF fan

coils. Each fan coil to get its outside air with a small 4" duct up through roof to a small roof intake fan. Take fan coil condensate drain lines to a drywell. Provide new BMS controls. Provide associated electrical power work, and structural equipment mounting work.

Overall design of the project will be the responsibility of Hamilton + Aitken Architects and our team of engineers and consultants. Our consultants for this project include Capital Engineering Consultants for mechanical and electrical design; Sierra West Group for cost analysis; and BASE Design Structural Engineers for structural design.

It is expected that the Client will provide site surveys, surveys of existing conditions, and geotechnical information.

We will coordinate our work to help the Client follow an agreed Project Schedule, which we will develop. Work under this proposal will start once authorized by the District.

The form of Agreement will be based on the Client's form of Agreement, which will be provided by the Client for review. This proposal is not intended to extend the responsibilities of the Architect beyond those normally attributed to it under the provisions of AIA document B101.

Proposed Scope of Services

Design Phase

- Review existing design studies or documents of the existing building or site.
- Review reports and studies obtained by the Owner, including Geotechnical Report, Site Survey, and other pertinent information.
- Prepare CAD/BIM base drawing files of buildings for use by other design disciplines.
- Attend meetings required for design of the project.
- Prepare schematic design studies of the buildings.
- Meet with agencies having jurisdiction over the project to determine building and sitework compliance with regulatory requirements, including Division of the State Architect and Department of Fire Prevention.
- Review accessible components required by alteration of spaces within the project scope, to determine general level of compliance, including student and staff toilets and a drinking fountain, serving the project area; accessible parking and passenger loading areas serving the project area; and path of travel to the public way. Receive documentation provided by the District demonstrating accessibility compliance, for submittal to DSA for review.
- Prepare final design drawings for the project, including site plan, building plans, building sections and exterior elevations.
- Prepare a written design narrative describing the major elements of the project.
- Prepare a conceptual cost of two alternate HVAC systems for each school where VRF is being considered as an alternate.
- Update the design phase schedule for the project.

Contract Documents Phase

- Attend coordination and review meetings regarding the project.

- Prepare Contract Documents describing the project, incorporating technical information required for construction approval by public agencies, to facilitate the Client's effort to obtain proposals to construct these elements, and to aid and guide the construction of the project.
- Prepare drawings including site plan, building plans and sections, and detail sections showing the intent of the design for the project.
- Assemble existing drawings provided by the District documenting accessible elements serving the project.
- Prepare specifications, using CSI format.
- Prepare a statement of probable cost based on the DSA submittal documents.
- Assist Client and Client's counsel in preparation of Divisions 0 and 1 (Bid Forms and General Conditions of the Contract and General Requirements).
- Provide information to the District's separate hazardous materials consultant regarding the scope of modernization work.
- Update the design phase schedule for the project.

DSA Approval

- Submit documents to the Division of the State Architect for project review and approval.
- Respond to correction comments by DSA.
- Assist the Client to obtain approval of the project by DSA.

Bidding Phase

- Assist the Client during the bidding process to obtain proposals for the construction of the project.
- Incorporate hazardous materials documentation prepared by the District's separate hazardous materials consultant into the overall bid documents.
- Attend pre-bid meeting with potential bidders.
- Respond to questions from bidders.
- Prepare addenda required to clarify the bid documents and address questions of the bidders.
- Assist the Client to evaluate bid proposals.

Construction Phase

- Attend periodic construction progress meetings and job site visits necessary to observe the progress of construction of the project in order to advise the Client of general compliance with the design intent by the Contractor.
- Review the Contractor's request for progress payments for the project.
- Review product and information submittals and shop drawings required by the Specifications.
- Answer questions of interpretation and clarification by the Contractor.
- Prepare supplemental architectural information for corrections or clarifications to the Contract Documents.
- Attend final walk-through of the building and site at Substantial Completion of the project, and prepare a punch list of items that need to be corrected by the Contractor.

Contingent Additional Services

The following services may be provided at the request of the Client, but are not included in Basic Services of the Architect:

- Work requested beyond the Proposed Scope of Services shall be considered extra work and may be performed as additional services upon authorization.
- Preparation of accessibility surveys and design of accessibility upgrades that may be required by regulatory agencies but not specifically identified as part of this proposal are not part of our basic services, but may be included as a contingent service.
- Design of fire, life safety and structural upgrades that may be required by regulatory agencies but not specifically identified as part of this proposal are not part of our basic services, but may be included as a contingent service.
- Design and documentation for sustainable rating certification, for example LEED.
- Revisions necessary as a result of major changes in project scope.
- Major design revisions or additions to project scope requested by the Client.
- Design to make existing non-accessible site and building elements accessible. Minor adjustments to existing conditions, such as parking striping or minor toilet accessory design, are included in the fee.
- Attendance at public hearings, legal proceedings, or arbitration/mediation proceedings.

Assumptions

This proposal is based on the following assumptions:

- As-built drawings of existing building and building systems will be made available by the District.
- Existing plans and elevations are available in CAD/BIM format for our use in preparing the design drawings.

Exclusions

Services not listed in this proposal are specifically excluded from our scope of services.

- Preparation of as-built drawings.
- Review of extent of existing hazardous materials or removal procedures, and cost estimating for hazardous materials abatement.

Compensation

We propose to provide these services, including all five schools, for a fixed fee as follows (plus expenses):

Basic Services:

Architectural:	\$49,800
Structural:	\$20,000
Mechanical / Plumbing / Electrical:	\$106,050
Cost Analysis:	\$14,500

Total Basic Services \$190,350

Phase	Percent Fee	Proposal Fee Breakdown	
		Fee / Phase	
DESIGN	30%	\$	57,105
CD	45%	\$	85,658
BID	3%	\$	5,711
CA	22%	\$	41,877
Total	100%	\$	190,350

Expenses

It is expected that deliverables will be in PDF format when feasible, minimizing reproduction and delivery expenses.

Expenses for the project are in addition to the fee, and include documents for reporting progress to the Client, record keeping, review by regulatory agencies, construction document distribution, and for distribution for coordination among different disciplines of the project team.

Reproduction: 1.1 X Direct cost
Postage and Delivery: 1.1 X Direct cost
Out of Bay Area Travel: \$0.56 per mile for auto
Direct Cost for non-auto

Billing Rates for Other Services

The following rates reflect our standard hourly billing rates for architect services not covered under this proposal:

Principal: \$195.00
Project Manager: \$145.00
Specifications Writer: \$195.00
Project Designer: \$135.00
Job Captain: \$120.00
Intermediate Architect / Designer: \$100.00
Drafter: \$90.00
Clerical / Word Processing: \$70.00

Hourly rates for consultants under this proposal will be provided on request.

I hope this proposal addresses the requirements of the project and meets your expectations. Should you have any questions, please call me and I would be happy to review them with you.

Sincerely,



Chad Hamilton AIA
Principal – Hamilton + Aitken Architects

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services
Wazi Chowdhury - Director of Facilities and Safety
William Savidge - Facilities Management Consultant

DATE: April 14, 2022

RE: Approval of contract with Tri-Valley Excavating for Site Work to install Refrigerated Storage Container for the El Camino High School Food Services Kitchen.

BACKGROUND:

The food service kitchen facilities at El Camino High School are in need of significant upgrades in several areas in order to accommodate the increased demand for meals, including new breakfast programs, and use of the kitchen to prepare meals for distribution District-wide. The Board approved Hamilton + Aitken Architects to complete plans for temporary additional refrigeration storage. It is proposed to place a 40' refrigerated storage container adjacent to the existing kitchen to allow for additional capacity to meet current needs. The Board approved a one year lease for the refrigerated container. This contract is for site preparation and other improvements prior to the installation of the temporary refrigeration container.

This project was bid using the informal proposal guidelines under the California Uniform Public Cost Accounting Act (CUPCAA). The Facilities Team solicited three proposals from pre-qualified contractors on our CUPCAA list. Tri-Valley Excavating was the only proposal received.

FISCAL IMPLICATIONS:

The cost of the proposal is **\$55,655** to be paid from the District's Facilities Fund (Fund 40).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a contract with Tri-Valley Excavating for site work to install the refrigerated storage container at El Camino High School food services and cafeteria.