

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, June 9, 2022**

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

The Board of Trustees invites the community to participate in this meeting in-person. **It is strongly recommended that in-person attendees continue to wear a mask or face covering during the meeting.**

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 June 9)

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 - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. Superintendent evaluation.
2. Conference with Labor Negotiators in accordance with Government Code Section 54957.6

Agency Designated Representative: Board of Trustees

Unrepresented employee: Superintendent

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. TBD

PAGE

ACTION

1. HUMAN RESOURCES

a. Resolution No. 22-50 for a Retirement

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Staff recommends the adoption of Resolution #22-50:
Honoring employee Susan Chin-Cedillos for her years of
service to the District.

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/boardmeetig06092022> beginning at 3:00 p.m. on Monday, June 6, until 3:00 p.m. on Thursday, June 9. 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. ADMINISTRATION

a. City of SSF Childcare Master Plan

Angela Duldulao, Acting Deputy Director of Parks and Recreation, and Kathleen White, Child Care Consultant, will present information on the City's childcare master plan.

2. EDUCATIONAL SERVICES

a. 2022-23 LCAP

Assistant Superintendent Keith Irish will present information on the District's 2022-23 Local Control Accountability Plan (LCAP).

3. BUSINESS SERVICES

a. 2022-23 Preliminary Budget

Assistant Superintendent Ted O will present information on the District's 2022-23 preliminary budget.

N. PRESENTATIONS WITH POTENTIAL ACTION - None

- 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 regular Board Meeting, May 12, 2022. | 2 - 21 |
| b. Minutes to the special Board Meeting, May 18, 2022. | 22 - 23 |

2. HUMAN RESOURCES

- | | |
|---|---------|
| a. Certificated Personnel Assignment Order | 24 |
| b. Classified Personnel Assignment Order | 25 - 26 |

3. BUSINESS SERVICES

- | | |
|---|---------|
| a. Gift to the District, May 2022. | 27 - 28 |
| b. Fundraising events for the 2021-22 school year. | 29 |
| c. Professional service agreements under \$25,000. | 30 - 31 |

PUBLIC HEARINGS **PAGE**

a. 2022-23 Draft Local Control Accountability Plan (LCAP) 32 - 33

A Public Hearing will provide an opportunity for members of the public to comment on the draft 2022-23 Local Control Accountability Plan (LCAP).

b. 2022-23 Preliminary Budget 34 - 35

A Public Hearing will provide an opportunity for members of the public to comment on the preliminary 2022-23 District budget.

ACTION *(continued)*

1. ADMINISTRATION

a. Resolution No. 22-49 for Trustee Compensation 36

The Board will discuss the adoption of Resolution #22-49: To allow stipend payment for Trustee Lujan who was absent from the May 26, 2022 Board meeting.

b. Approval of Board of Trustees Compensation 37 - 38

The Board will discuss a possible compensation increase for 2022-23. Last year, the Board approved a two percent compensation increase and the continuation of a monthly \$100 stipend for mileage expenses.

2. EDUCATIONAL SERVICES

a. Approval of SSFUSD Local Performance Indicators Self-reflection for 2022-23 39 - 57

Staff recommends the approval of the District's 2022-23 self-assessment of its progress on local performance indicators based on the LCFF State priorities, as presented to the Board.

b. Approval of the SMCOE Teacher Induction (BTSA) Agreement for the 2022-23 School Year 58 - 61

Staff recommends the approval of the SMCOE Teacher Induction (BTSA) agreement with the District for 2022-23, as presented to the Board.

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c. Approval of the Literably Contract for the 2022-23 School Year 62 - 78

Staff recommends the approval of the Literably reading assessment contract for K-8 students for the 2022-23 school year, as presented to the Board.

d. Approval of a Math Expressions Agreement for the 2022-23 School Year 79 - 86

Staff recommends the approval of an agreement with Math Expressions for a PreK-5 curriculum to help students understand key concepts with integrated mathematical process and practices for the 2022-23 school year, as presented to the Board.

e. Adoption of an Elementary Science Textbook for the 2022 Through 2031 School Years 87 - 88

Staff recommends the approval to adopt the NGSS Elementary Science textbook "Twig Science" for the 2022 through 2031 school years, as presented to the Board.

f. Approval of a Qualtrics Agreement for the 2022-23 School Year 89 - 98

Staff recommends the approval of the Qualtrics agreement and trainer consultant to provide authorized District users the ability to enter, amend, use, delete, or otherwise process data for the 2022-23 school year, as presented to the Board.

3. HUMAN RESOURCES

a. Approval of CTA Tentative Agreement 99 - 101

Staff recommends the adoption of the tentative agreement between the District and the SSFCTA for changes to Article 18 for the Children's Center, as presented to the Board.

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4. BUSINESS SERVICES

- a. Resolution No. 22-48 for Budgetary Increases and Year End Transfers** 102 - 103

Staff recommends the adoption of Resolution #22-48: for Budgetary Increases and Transfers at year end of the FY2022-23.

- b. Approval of Denial of Claim** 104

Staff recommends the denial of a claim and referral to the District's insurance carrier, as presented to the Board.

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.

June 23, 2022

- Presentation on YSB Counseling and Safe School Advocates Services
- Presentation on the Facilities Department
- Presentation on the Facilities Master Plan
- Approval of SMCOE Outdoor Education dates for 2022-23
- Approval of Infinite Campus agreement for 2022-23
- Approval of Children's Center 2022-23 CCTR & CSPP childcare contracts
- 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
- Approval of Dairy Products IFB Rollover for 2022-23
- Approval of Fresh Produce RFP Rollover for 2022-23
- Approval of the Distribution of Processed USDA Foods Bid Rollover for 2022-23
- Information/Discussion on Daybreak Mental Health
- Adoption of policies for the November 8 election
- Resolution calling for election of SSFUSD Board members
- Approval of Health Connected MOU for 2022-23
- Approval of 2022-23 LCAP
- Adoption of 2022-23 Preliminary Budget
- Resolution for a bond on the November ballot
- Resolution on Education Protection Account Funds

July 14, 2022

- Presentation on Information Technology Department
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Approval for Superintendent to participate in 2022-23 conferences and seminars
- Williams report for 2nd quarter ending 6/30/22
- Approval of Paper Education Company agreement renewal for 2022-23
- Approval of West Ed. Open Sci. Ed. HS field participation for 2022-23
- Approval of MOU for YSB School Counseling and Safe School Advocates Services

July 16, 2022 - Board Self-assessment Workshop *(Board room)*

August 11, 2022

- Introduction of Student Trustees/ASB High School Presidents
- Summer School report
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2022-23
- Approval of San Mateo Co. 2022-23 CSPP preschool contract
- Approval of Consolidated Application and Reporting System Spring 2022 data collection
- Resolution for Attendance Awareness Month (September)

September 8, 2022

- Teaching and learning presentation - TBD
- Presentation and approval of year end unaudited actuals
- Renaissance Learning agreement renewal for 2022-23
- InClassToday agreement renewal for 2022-23
- Discussion of October 20 Community Forum topic(s)
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Resolution on GANN limit

September 22, 2022

- Teaching and learning presentation - TBD
- Update on enrollment for the 2022-23 school year
- Update on Safe School Plans
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2022-23
- Approval of Migrant Ed MOU
- Resolution for California Week of the School Administrator (October)

October 6, 2022

- Teaching and learning presentation - TBD
- Williams report for 3rd quarter ending 9/30/22
- Update on OpTerra Energy solar savings
- Resolution honoring Native American Heritage Month (November)
- Approval of Superintendent's contract extension
- Approval of Local Indicators
- Approval of ESSER III Expenditure Plan for 2023-24

October 20, 2022 - Community Forum

- Topic(s) TBD

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

It is recommended that the Board of Trustees adopt the following Retirement Resolution honoring a District employee:

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Action

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of May 12, 2022

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

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: SSFCTA
2. To consider the appointment of one (1) public employee to the position of Principal of ECHS, in accordance with Government Code Section 54956.

RECONVENE INTO OPEN SESSION - 7:02 p.m.

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present Ms. Abigail Verino, Student Board Member - Present
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

Student Trustee Verino joined the meeting at 7:08 p.m.

- C. PLEDGE OF ALLEGIANCE** was led jointly by Junipero Serra ES student Sasha Chavez and Skyline ES student Leighana Wilmes. In Junipero Serra ES Principal Teresa Sampayan's absence Skyline ES Principal Luann Daniel said Sasha is a great role model who is funny, outgoing, communicates well, and is always standing up for what she believes in. She is kind, mature, leads by example and brings positivity to those around her. Principal Daniel said Leighana exemplifies a student with a growth mindset whose hard work has paid off. She is kind, compassionate, and quickly makes friends with her outgoing personality.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

MOTION #193 (Lujan/Murray) to approve the appointment of James Briano to the position of Principal of El Camino High School. Motion Carried (Unanimous)

F. REVIEW OF AGENDA - no changes.

- G. PTA COUNCIL REMARKS** - PTA Council President John Sanna thanked President John Baker and Dr. Shawnterra Moore for attending the recent PTA Council meeting. He reported that there will not be a PTA Council meeting in the month of June. However, he would like to have an informational meeting, depending on the bond item at the May 26 Board meeting. This would benefit PTA Presidents and parents since their next meeting will be in September. At this time of the year, he said all units are rapidly getting ready for the end of the school year, and just finished celebrating Teacher Appreciation Week by providing refreshments and festivities. He said they appreciate all that the teachers do for the kids and love working with them.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - President Danny Yanow said education is in a crisis on many fronts. The social and emotional toll on students, brought on by COVID, is having an enormous effect on teachers also. "The stresses of teaching in a world poisoned by political venom in addition to

teaching children who are suffering emotionally and whose families are suffering economically is driving many people away from the field of education. There is a sub shortage and there is a teacher shortage. We are in competition with every district in our region for teachers and subs and it is incumbent upon you, as Board members, to think how our District can be as attractive as possible to new teachers or teachers who are looking to switch districts. Our union bargaining team has been at the table with District representatives and our proposals are aimed at attracting and retaining teachers. We are thinking about the long term viability of this District..." He asked the Board to instruct the District's bargaining team to consider the CTA proposal. "Pinching pennies now will lead to disaster down the road. Our proposals are realistic and forward-thinking, and you should work with us, not against us, to make this the District that teachers want to teach in for their whole career, not the one where teachers hone their skills and then move on to the big leagues."

California School Employees Association Chapter 197 - President Jolene Malfatti said Classified School Employee Week is next week and she wanted to acknowledge the hard working classified staff. "We are essential, we're united and we are strong. This year we're celebrating the theme **"We are Classified, We Bring it Every Day."** Classified employees were on the front lines even before vaccinations were available. Yet they continue to work hard during these ever-changing uncertain pandemic times." She appreciates that Cabinet members are hosting a CSEA luncheon on May 20. She thanked Dr. Moore for her positive nature and uplifting messages during the pandemic, which helped so many Classified people. She is proud to represent the devoted Classified employees who are dedicated and determined to do their best for the District and students each day. "With all of our devoted employees here at SSFUSD, it's easy to assure our parents and community that we are a great school District."

- I. **PERSONNEL COMMISSION** - Assistant Superintendent Jay Spaulding reported that that the next Commission meeting will take place on May 16, 2022.

J. **ITEMS FROM BOARD**

Trustee Patricia Murray reported that the City's General Plan draft, a roadmap for the next 20 years, is available on their website, shapessf.com. The plan lays out the City's priorities and the City Council will use this to make decisions about what they do. Community meetings will be held on May 18 and 21.

K. **SUPERINTENDENT'S REPORT**

- a. **Recognition for outgoing Student Trustee Verino** - Superintendent Moore said it has been a pleasure to work with Student Trustee Verino this year, as well as last year since this is her second year in this role. While serving as a

trustee, she has provided valuable insights, timely updates and offered the student perspective on many important issues. Additionally, she's kept the Board, the staff, and the community well informed on the various activities and events happening at ECHS, oftentimes through the lens of academics, social emotional health, athletics, and extracurricular activities. Abby's passion for service including co-founding the STOP program at her school and building awareness on campus and in the community has been inspiring to watch. The Board presented Abby with a certificate of appreciation for being the Spring Student Trustee, and for engaging with the Board and community in wonderful, professional, honest, and respectful ways. She congratulated Abby and said she will be missed.

L. STUDENT TRUSTEE REPORTS

1. Abigail Verino, Spring Student Trustee and ASB President El Camino High School highlighted the following recent and upcoming events at her site; last week, the Dance department performed a show themed "Emotion in Motion", which was a big success and showed the spirit and amazing talents of the Dance department; the program can be purchased on the ECHS website; on May 10, Senior Awards took place where scholarship and other award winners were honored and the valedictorian, salutatorian, activities award recipients, blanket award winners, and Outstanding Citizen, were announced; AP testing concludes tomorrow and she said, "Grades do not equate to your worth and all students are brilliant."; the track and field team won the PAL league championships; girls softball had a great season; the swim team also had a remarkable season; boys and girls badminton teams won the PAL championship; on May 13, ASB will hold a farewell dance and rally, the first ones after two years; the dance is themed "Colt Fest" and will allow all grade levels to have a fun celebration in honor of the end of the year and all the unique challenges they faced this year; the rally will have various performances by cheer, advanced performing dance, rally games, a Senior Awards presentation and a special segment for Principal Daniel Lunt who will be leaving at the end of the 2022 year; Senior Breakfast takes place on May 25; and the class of 2022 will be graduating on May 26 on Colt Field.

The STOP project was the regional winner for the Bay Area and will be presented nationally, in Indianapolis, in June, to further amplify the cause and necessity of sexual violence prevention. "This win is for every single courageous individual who shared in the "me too" movement and to those who have been silenced. We stand with you and hear and see you all."

Abby gave a very special thank you to Mr. Lunt for his seven years of leadership at ECHS. "He fostered a campus culture in which student voices were finally heard. He addressed student concerns and compromised on the

best solutions for all of our community. He was not afraid to sing to us, to show us his heart, and that's why we're all able to unite as one. Thank you for an amazing seven years. You are our forever Colt." The year was dedicated to Mr. James Cresta for his love and guidance and all he did for the students.

She concluded her report by thanking the Board for the amazing opportunity she had to represent her school and community at the meetings. "I have been able to grow immensely as a leader. I have learned so much about how to serve those around me and learn to put my passion into action by utilizing my position to foster the change I want to see by creating my own program and how important representation on school boards is. Thank you, Dr. Moore, for mentoring me these past two years and to all the Board members for allowing my voice to be heard to further amplify the voices in our community. Thank you to my two advisors...and all the teachers I've had that have pushed me towards success." She will attend UC Berkeley, majoring in Ethnic Studies, and hopes to practice law and "...be the change i would like to see in the world and to continue to lead with love." She introduced her successor, ASB President Katrina Oller.

2. Samantha Avila Gomez, Fall Student Trustee and ASB President South San Francisco High School said her last board meeting is bittersweet and she hopes she has done her job of representing many students, especially black and brown students, who have been silenced from the District. She congratulated the graduating seniors and SSFHS staff for doing so well this year. She also thanked the teachers for the help they provided the students every day. She then shared the following news from her school; for Senior Decision Day, students wrote where they will be going to school next year on a poster; for Teacher Appreciation Week, ASB hosted a luncheon party for teachers and presented them with cards and posters for their hard work; on May 10, Senior Awards night was held to celebrate the many seniors who earned scholarships and recognize their triumphs throughout their years at the school; Yesterday, yearbooks were passed out and captured all the memories of this school year; Spirit Week has been happening with the theme of "Battle of the Decades; tomorrow, a farewell rally will be held and an all-white Future Spirit Day during Dead Week next week will include stress relieving puppies to help students with their mental health; Senior Sunset will be held on May 20 with a slide show of photos from the past four years; she congratulated the baseball team for an amazing season; and their graduation ceremony takes place on May 27 at the football field.

Ms. Avila Gomez said the Board can show the teachers appreciation by paying them so they will stay in the District. She referenced the SLO MOU and compared the salary of police officers vs. teachers and the importance of funding education. She urged the Board to encourage City Council to divest the SLO funds and put the money into youth programs.

M. PUBLIC COMMENTS

Chris Nichols, an ECHS Activities Director, thanked the Board for selecting James Briano as their new principal. He also thanked the PTSA for refreshments during Teacher Appreciation Week. He complimented Ms. Verino for serving as the ASB President and receiving several awards including the Honor Society and Outstanding Senior. He said she has taught him more than he taught her and will miss her very much.

Julia Okuda, a parent, spoke about her transfer request for her son to attend ECHS. She has not heard the status yet and it has been stressful not knowing so close to the end of the school year. She said SSFHS, his home school, is a fine high school, but the reason for the request is that she and her husband are often not home when her son gets out of school. To support him, he would have godparents who live in the ECHS area. President Baker asked administration to let Ms. Okuda know when a decision would be made.

N. INFORMATION ONLY PRESENTATIONS

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Junipero Serra Elementary School

This presentation was cancelled as Principal Teresa Sampayan was unable to attend the meeting.

Principal Daniel recognized the following Junipero Serra ES parent volunteers who received certificates of appreciation from the Board: Reyna Chiu, Traci Cho, Giselle Domondon, Angelo Ignacio, Carla Martinez, and Yvette Sampior.

b. Teaching and learning presentation: Skyline Elementary School

Principal Luann Daniel presented educational priorities and programs at Skyline ES. During her presentation, she recognized her following parent volunteers who also received certificates of appreciation from the Board: Trisha Catig, Trina Chinn, Michelle Kater, Nicole Kim, Tammy Sun, and Wendy Tombo.

Mission Statement

Skyline Elementary is dedicated to preparing our students for 21st Century Education through hands-on, critical thinking and collaborative learning opportunities. We value the needs of the whole child and work

with our community to provide unique experiences in a supportive environment

District vision and LCAP Goals/District Priorities

Principal Daniel said they have worked hard to help their students adjust to in-person learning. While they have worked on all three LCAP goals, their primary focus has been on academic achievement. At the beginning of the year, teachers began to work hard at assessing students and making meaningful and targeted lessons. Skyline ES staff participated in District PDs, which have been instrumental in changing some of their instructional practices and the way they are teaching early phonics instruction.

CAR (Communication, Achievement, Relationships)

The SSFUSD car metaphor is a journey to excellence, providing students a superb learning experience by visiting classrooms daily, collecting walk through data and providing ongoing feedback to teachers and support staff. Principal Daniel noted that she added a COVID pothole to the car path. But with the clear vision of remaining student-focused, they are able to steer their way through this year. One important area to focus on was the gas tank. She said at the beginning of the year, it was essential to use assessments like Dynamic Indicators of Basic Early Literacy Skills (DIBELS) and Literably data to determine where students were academically and then map out the best road to take and be able to monitor their progress throughout the year.

Attendance 2021-22 (March 21 - April 29)

Principal Daniel reported that attendance at her site is usually around 96%. For the six week snapshot they generally averaged from the mid to upper 90's due to the increase in COVID following spring break. There have been a few decreases in September and January due to COVID cases. To keep the virus from spreading, 91% of students and 94% of staff participate in weekly testing. She appreciates that Dr. Spaulding and Director Ryan Sebers help inform the District of the ever-changing guidelines. She acknowledged her amazing teachers, who "...had to pivot a lot this year, not knowing how many students might be out on a given day and then going back to re-teach the lessons that they missed and then also making sure students have the materials to follow the lessons from home."

Student Population

Skyline ES has 373 students this year. 31% are identified as ELs, 22% are socioeconomically disadvantaged, and 13% are students with disabilities. This year, 20 of their English Language Learners were

reclassified. Of the twelve students who started the year in Virtual Independent Study, eight have returned to in-person learning at the school.

The school has a diversity of ethnic backgrounds, languages, and cultures with 43% of students being Filipino, 33% Asian, 10% Hispanic/Latinx, 8% White, 3% Pacific Islander, 2% Black/African American, and 1% Native American/Alaska Native.

CAASPP Testing

Students took the 2020-21 test virtually. Skyline ES students performed at or above students in the District and slightly below other San Mateo County students in most areas. Based on the data and other assessments, the school hired a math interventionist who has been effective at helping students at different grade levels.

CAASPP Skyline ES/SSFUSD/SMC Standards Met or Exceeded			
	SSG	SSFUSD	SMC
ELA			
3 rd grade	47%	44%	57%
4 th grade	53%	39%	57%
5 th grade	68%	50%	62%
Math			
3 rd grade	46%	45%	59%
4 th grade	63%	37%	55%
5 th grade	42%	33%	49%

Teachers use IXL, a learning platform, to provide their students with additional support.

Literacy Data and Support

Principal Daniel said the District adopted DIBELS as a universal screener. Kristine Yee helps teachers navigate giving the assessment and using the data to inform their instruction.

They looked at the early literacy instructional practices and focused on using standardized language and academic vocabulary across grade levels. In addition, they started using common visual prompts and gestures. Skyline teachers have been intentional about their instruction to help bridge the gap of learning deficits which resulted from a year of distance learning.

Community Engagement

Principal Daniel said after distance learning, it was important to focus on building a community at the school. She provided examples of some programs which included: UNICEF, garden seed money, and Tonga relief fundraisers, a Scholastic Book Fair, Zoom art projects, and raising \$25K in a school Walk-a-Thon. She thanked the PTA and teacher for bringing fun and exciting activities to the community.

Skyline Community

Every morning staff and students meet outside for announcements and each student has had the opportunity to either hold the flag or lead the school in the pledge. The morning announcements have given them the opportunity to talk about monthly character traits, announce birthdays, and also hold monthly spirit days. Principal Daniel said “We focused on being responsible, respectful, safe, and kind throughout our school. Our outstanding SpEd team helped us focus our response to intervention and start to learn more about Zones of Regulation. Along with focusing on supporting our students with academics and social emotional learning, we also wanted to bring back cherished student events.”

Student Focus

Students also participated in a Halloween parade, a Winter Sing-along, and a Walk Through the American Revolution. Principal Daniel said that in addition to a reading specialist and math interventionist, Skyline ES partners with the Daly City to offer after-school tutoring. Students also participate in many hands-on activities using technology to enhance their lessons.

Principal Daniel thanked the PTA and parents for volunteering, the technology department, Dr. Moore, Cabinet, the Board of Trustees, plus her staff, especially the teachers for supporting students throughout the year.

Trustee Chailin Hsieh thanked Principal Daniel for her leadership and the energy from her staff, teachers, and Classified professionals. She said the attendance is amazing, especially the 97% for the English Learners and students with disabilities. If the ELs are not in the classroom, the learning will not take place. She said Skyline ES is a beautiful community.

Trustee Daina Lujan commended Principal Daniel, her staff, students, and families. “Your efforts to reconnect students as an in-person community and really help them feel as part of a community and see themselves is definitely evident. Your efforts to make data-driven

strategic instructional and intervention efforts are also very evident.” A bright spot for her was the 20 students who were reclassified.

Trustee Murray also thanked Ms. Daniel and said she has done an amazing job during COVID. She was able to pivot every way. She appreciated how the kids were helped during the pandemic and a community was built with parents and teachers involved.

Vice President Mina Richardson commented on the attendance at Skyline ES and said it means the students want to come to school and staff is inviting to them. She enjoys seeing the students engaged which is evident in the data. She acknowledged the Skyhawks staff members in the audience.

Student Trustee Abby Verino complimented Principal Daniel on being a great leader. “...I think it's really important to foster leadership at a young age, especially through the parents and the staff, so it's really great to see them come out and actively show support for the kids. Something that really resonated with me was how early on, you all were able to provide support for fundraising. I think that was really great and something that I don't really see a lot in elementary school...” “All the young kids, they won't forget this experience and they'll carry it with them as they continue in our District.”

President Baker thanked Principal Daniel for focusing on social emotional learning since mental health is an important issue in the District. He asked about Sanford Harmony. She replied it is curriculum from the Big Lift which has little stories that help small students talk about their emotions. “Sometimes they have difficulty trying to identify what they're feeling, so it goes through a series of lessons you can use inside the classroom to help them facilitate some of the emotions that they're having...”

President Baker said, “I know it was challenging for everybody coming back from more than a year off, and especially know that it's always a challenge for a new leader to come in and take over a school, so you guys basically had a double challenge...I'd like to commend your entire staff out there for...leading it, and...just thank you, everyone, from the Skyline community for everything you do.” He recognized the entire Skyline ES community that was present at the meeting.

O. PRESENTATIONS WITH POTENTIAL ACTION - None

P. CONSENT AGENDA

MOTION #194 (Murray/Lujan) to approve Item 1a, Minutes to the regular Board meeting, April 14, 2022; Item 1b, 2022-23 Board meeting calendar; Item 2a, 2022 proposed graduates; Item 2b, Project Lead the Way Grant; Item 3a, Certificated Personnel Assignment Order; Item 4a, Gifts to the District for April 2022; Item 4b, fundraising events; Item 4c, Professional service agreements under \$25,000; contract renewal with Dannis, Woliver, and Kelley (DWK) for FY2022-24. Motion Carried. (Unanimous)

ACTION

1. ADMINISTRATION

a. Approval of SSFUSD and SSF PD School MOU Version #15 for Resource/ Liaison Officers on School Campuses

Superintendent Moore said SSFUSD, in conjunction with the SSF PD, has had School Liaison Officers (SLO's) working on school campuses for many years. In 2020, it was realized that no formal Memorandum of Understanding (MOU) between the two agencies, regarding the SLO program, existed. The Board tasked District personnel to work with the SSF PD and City staff to proceed in creating an MOU with specific guidelines and agreements for continuing the SLO program on campus. After several revisions between the Board and City Council, version 15 is back for the Board's consideration. She noted that many of the edits from City Council were focused on the renewal program evaluation section. One of the things that was pointed out instead of presenting in June or bringing forth the previous year's data within 30 days from the end of the year, the request has been changed to March 2023. Other revised language relates to the timing of the proposed changes and amendments to the MOU, the purpose of the Board presentation or report, and the assessment and evaluation of progress.

Vice President Richardson said the mutual indemnity clause seemed nebulous and wanted clarification. The clause, item XI read, "The City of South San Francisco, represented by the City Manager or his/her designee and the District agree to indemnify and hold each other harmless against any and all third-party losses, claims, liabilities, damages, costs, expenses and injuries (including personal injuries or death) arising from or in connection with investigations at school sites, to the extent that such losses, claims, liabilities, damages, costs, expenses or injuries arise out of the negligence of the indemnifying party. In the event of concurrent negligence of the parties, liability for

any and all claims for injuries or damage to persons and/or property would be apportioned according to the California theory of comparative negligence.” Dr. Moore explained that this language is typically written by attorneys and has been in every iteration of this MOU. She said it essentially means that both agencies hold each other harmless if someone is hurt or there is damage. This is standard legalese, included in most contracts.

M. PUBLIC COMMENTS *(continued)*

Brenda Gonzalez, a SSFHS student, spoke about her senior passion project and talking to people in power related to her project. She presented part of her paper. She reminded the Board they work for the community and the District prioritizes police funding over health resources. In spite of student and community pushback, the District is continuing its relationship with police officers, which represents their priorities. The SLO program has allowed a police presence in secondary District schools which has negatively impacted students and disproportionately policed Latinx students. “The school liaison program has punitive measures rather than restorative justice and mental health resources...” The program represents racial and class inequity in SSFUSD.

Samantha Avila Gomez said she was asking, on behalf of the community, for the Board to stop police brutality in the District. The Board has the power to end a systematic school to prison pipeline in SSFUSD. “I share [the fear] with other students who have come from places where there's been military intervention and they have to go into school and see police officers. There is no protection that we are providing to our undocumented community...despite knowing that we have them in large numbers here.” She said the money used for the SLO program should be invested in youth.

Sophia Oller, a SSFHS senior, spoke in support of ending the SLO program. “I urge you to listen to student voices because we, the youth, are the ones who are going to be affected by your decisions. We the students want programs that benefit us.” “...instead of sending students to detentions and assigning them Saturday school, we should have them meditate with a qualified individual.” Visitation valley, a San Francisco middle school has embedded two 15-minute meditation periods into their schedule since 2007 and have found positive results. “Students have reported to be less stressed, less depressed, and higher self-esteem after implementing their quiet time program.” She does not want students to be punished and be afraid of police officers at school.

The Board recessed at 8:23 p.m. for a break and reconvened at 8:35 p.m.

Trustee Murray urged her colleagues to pass this version 15 of the SLO MOU which is recommended for approval by Dr. Moore and staff.

Trustee Lujan said she was comfortable with the MOU, but would be interested in hearing any concerns from her fellow Board members.

Trustee Hsieh said she was also comfortable with the MOU.

Student Trustee Verino said her position still stands. "It's been two years sitting here and I feel like it is the same kind of reasoning other and over again, and I feel like it would be a disservice to not stand with the students and not stand with the people I attend school with and those that I do serve...."

Vice President Richardson said she supports the current version, but asked Dr. Moore for clarification on the "...date that she wanted to keep within the last revision is something she wants to accept as the City has offered. It seems like they made that determination that March was a better fit for their reason...". Superintendent Moore said the Board established the timeline and she deferred back to them so it makes sense to them. She said, "We're going to be bringing data forward for you all to look at how we ended the year. You will notice that there is language that says that we are going to look at the previous year's data." She thinks the rationale for moving to March is that everyone is very busy with end of the year activities and people might be going on vacation. She reiterated that if the Board is comfortable with March or June, staff is amenable either way.

President Baker said a discussion on minor things in March would be fine, but he did think any decisions should be based on a the full school years' worth of data. "That's how we base our opinions on pretty much every other program based on the school year." He also said that in item 1e, the MOU states: "The District desired to reduce and eliminate racial disparities with students." He recommended "...having a legal advocacy group, one specializing in equity and social justice, as it refers to children and students, have a look at this before we ultimately approve this." "...my purpose is not to expand the scope of the SLO program, my purpose of supporting previous versions of the MOU was to make sure we do have protections in place..."

Trustee Murray disagreed with President Baker's suggest and made a motion to approve the MOU.

MOTION #195 (Murray/Hsieh) to approve an MOU, (version 15) between the SSFUSD and the SSF PD regarding the SLO program on school campuses. (AYES: Hsieh, Lujan, Richardson, Murray; NOES: Student Trustee Verino, Baker). Motion Carried on a 4-1 vote.

Vice President Richardson said only the data on calls to the police is missing now. She suggested moving forward with the MOU and trying it out for a year, knowing there is an escape clause the District could use at some point.

b. Approval of SSFUSD's Strategic Plan

Superintendent Moore provided some background on this item. She said the District engaged in a strategic plan process in 2015 when representatives from across the District developed a Strategic Planning Committee. The committee decided to focus on a vision for the District known as the four E's to provide students with relevant learning **Experiences**, opportunities to **Explore** and cultivate collaboration and innovation with their peers; to teach students how to **Embrace** others with differing perspectives and backgrounds from them, in order to set them up to **Excel** whereby they may experience failure but where they refuse to accept failure as their final result, thus developing into resilient and confident people.

She said that after tying the vision to the LCAP goals and priorities it is time to further develop a strategic plan that will provide focus and coherence to District efforts, establish key pillars to focus on, provide indicators of success and a roadmap that encompasses current goals and priorities around academic excellence, talent management, operational and fiscal stewardship, and community engagement and connectedness with a strong emphasis on professional learning. Since this is both a Board and Superintendent priority, staff is asking the Board to approve Attuned Education Partners, to facilitate the Strategic Plan process in SSFUSD.

President Baker asked if there is an estimate on when the actual draft plan is expected. Dr. Moore replied it is typically eight to ten months. Following approval, they would need to sit down, map out a timeline and meet with staff, community members, and stakeholders.

MOTION #196 (Lujan/Murray) to approve an agreement with Attuned Education Partners to facilitate the Strategic Plan process in SSFUSD. Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of DocuSign, Inc. Agreement

MOTION #197 (Murray/Lujan) to approve the agreement with DocuSign, Inc. to provide secured and stored documents for the 2022-24 school years. Motion Carried. (Unanimous)

b. Approval of a Big Lift Supervisor Independent Contractor Agreement

MOTION #198 (Hsieh/Murray) to approve an independent contractor agreement with Roselle Loudon for the Big Lift Supervisor position for the 2022-23 school year. (AYES: Student Trustee Verino, Baker, Hsieh, Richardson, Murray; NOES: None; ABSTAIN: Lujan). Motion Carried on a 4-0 vote.

c. Approval of Amendment to the Professional Service Agreement with Avid Translation

Vice President Richardson asked if the budgeting ran short. Assistant Superintendent Keith Irish said \$360K was allocated, but the District needed to provide more translation services for IEPs, and parent conference meetings via Zoom and Google Meet. The increase is needed to provide translation services at parent conferences or other meetings in the District.

MOTION #199 (Lujan/Richardson) to approve an extension of the Avid Translation agreement in order to fulfil Individualized Education Plan (IEP) service agreements for the remainder of the 2021-22 school year. Motion Carried. (Unanimous)

d. Approval of the California College Guidance Initiative (CCGI) for the 2022-23 School Year

Vice President Richardson asked how long the District had been using the program and what the cost would be. Assistant Superintendent Irish replied the District has not partnered yet with CCGI, but other districts within the County have used them. He said the idea is to help students with the A-G requirements as the program helps track and align their transcripts to submit them to CSU schools. The State is funding the project to entice more districts to use CCGI since using one platform makes it easier to standardize throughout California. He is familiar with it as he used it at a previous district.

Vice President Richardson inquired whether the data could be used by anyone outside of the District. Mr. Irish said there are data sharing agreements, but no private information is shared. He explained that the program is intended to give information to students and parents about where they are in terms of college readiness, how they are progressing through the A-G requirements, and what classes they need. Their transcripts can be uploaded electronically with the program and it will help the Ed. Ser. Dept. get information from the CUSs easier this way.

Dr. Hsieh said it is excellent for the District to participate in the

program, but she wondered why it is only for CSU campuses and not UCs or community colleges. Mr. Irish stated that CCGI does not currently have a partnership with UCs and private colleges/universities use a different platform. He said as more districts use it, there will be a push for the UC system as well.

MOTION #200 (Hsieh/Lujan) to approve a data sharing and services agreement with CCGI for the 2022-23 school year. Motion Carried. (Unanimous)

e. Approval of an Agreement with the San Mateo Office of Education (SMCOE), the Santa Clara County Office of Education (SCCOE), and SSFUSD for Data Sharing for the 2022-23 School Year

MOTION #201 (Lujan/Murray) to approve an agreement with the SMCOE, the SCCOE, and SSFUSD for data warehouse services and interagency data sharing for the 2022-23 school year. Motion Carried. (Unanimous)

f. Approval of a New Course Proposal

Vice President Richardson asked who would be teaching the course. Mr. Irish replied that AP Microeconomics and Macroeconomics are one semester only and the SSFHS teacher is already in place. Students will have the choice of taking both courses as well as AP government. He added that the Board will be seeing more new course proposals so they are aware of all new courses which have been approved by the District. These courses include leadership, AP Environmental Science, and others.

President Baker noted that Economics used to include both micro and macro and asked if the AP Microeconomics course would fulfill the graduation requirements for an Economics course. Mr. Irish said either Microeconomics or Macroeconomics will fulfill the District and State requirement for taking five units of an Economics class.

MOTION #202 (Lujan/Murray) to approve a course of study in AP Microeconomics at SSFHS for the 2022-23 school year. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

a. Approval of a Variable Term Waiver

MOTION #203 (Lujan/Murray) to approve the Variable Term Waiver for Tiffany Tan, a certificated employee at ECHS. Motion Carried. (Unanimous)

4. BUSINESS SERVICES

a. Resolution No. 22-45 for Fund 11 and Fund 14

MOTION #204 (Lujan/Hsieh) to adopt Resolution #22-45: Authorizing the establishment of fund balances for Fund 11- Adult Education and Fund 14 - Deferred Maintenance. (AYES: Student Trustee Verino, Baker, Hsieh, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

b. Approval of All City Management Cross Guard Services

MOTION #205 (Murray/Lujan) to approve the agreement with All City Management to provide crossing guard services for the 2022-23 school year. Motion Carried. (Unanimous)

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

President Baker requested an annual report on the District's solar panels and energy savings over the years since they were installed, before the November Board meeting.

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 Scope and Sequence - Performance Management
- Presentation on the elementary schools report cards
- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval of SPSAs
- Approval of the renewal agreement for Classlink for 2022-23
- Approval for destruction of Disposable Class 3 records
- Information on the May revision of the Governor's 2022-23 budget
- Resolution in support of LGBTQ+ Pride Month (June)
- Resolution for a bond on the November ballot

June 9, 2022

- Presentation on the Fiscal Services Department
- Presentation on Daybreak Mental Health

- Presentation on YSB Counseling and Safe School Advocates Services
- 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

- Presentation on the Information Technology Department
- Presentation on Next Generation Science Standards
- Approval of SMCOE Outdoor Education dates for 2022-23
- Approval of Children's Center 2022-23 CCTR & CSPP childcare contracts
- 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
- Approval of 2022-23 LCAP
- Adoption of 2022-23 Preliminary Budget
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES

1. Staff to provide the Board with an update on how school athletics are funded.

GOOD AND WELFARE

Vice President Richardson reported that on April 30 she attended the Youth Art Show. She congratulated Mrs. Carlino who was honored by the Barbara Henry Foundation. She also acknowledged Monte Verde ES and Ponderosa ES for winning the Pivotal Practice Award. She attended the high school girls softball game and congratulated SSFHS for keeping the trophy. Westborough MS had an excellent spring concert. On Saturday, she went to a dance show at ECHS where Student Trustee Verino performed. At the ECHS Senior Awards, President Baker's son and Ms. Verino received awards. She concluded her report by acknowledging departing Principal Lunt for being a great leader at the school who was always personable and supportive and created a ceremony to honor teacher Mr. Cresta.

Trustee Murray congratulated Ian Baker and Ms. Verino on their awards. She attended the Youth Art Show, a collaboration between the SSF Cultural Arts Commission, childcare centers, and the District. She also congratulated Mrs. Carlino for being the first recipient of the Barbara Henry Courage in Teaching Award. Ms. Henry, Ruby Bridges teacher in New Orleans, presented the award via Zoom. She attended the ECHS dance recital which included Ms. Verino who had been in the dance class for all four years in high school. Dance students were featured in a video where they spoke about what dance has meant to them and they attributed it to the confidence they have to achieve so much. She, along with President Baker and Dr. Moore toured Ponderosa

ES and Los Cerritos ES and enjoyed seeing the kids playing and doing their work. Last night she attended the Parkway Heights MS Spring Showcase which felt like a regular event after the last few years. Trustee Murray thanked Student Trustee Verino for everything she has done, called her an amazing kid, and wished her good luck at UC Berkeley.

Trustee Lujan said this time of year is a time of celebration and recognized and thanked teachers and staff for all they have done. She also thanked the students and congratulated them. She wanted to take the opportunity to thank her fellow Trustees, saying that her mother passed away suddenly on April 30 and her family is still grieving. She appreciated the other Board members for keeping things moving in her absence and President Baker for filling in for her at the May 3 PTA Council meeting. "...so, thank you, my colleagues, for just being present and engaged so that way our students and staff know how much they're appreciated."

Trustee Hsieh reported she also attended the ECHS Senior Awards where about 100 students received awards. She brought her mother to the event to enjoy watching the ceremony. On May 1, she participated in the California Bay Area 5-county API Elected Officials Summit, which was a great event. On May 2, she attended the SSFHS and ECHS Senior Decision Days where students posted their future schools or jobs. She enjoyed the energy and congratulated the District's 650+ graduates on their acceptance to UCs, community colleges, military, trade schools, and workforce. She congratulated Principal Lunt on his next journey and said he will be greatly missed. Lastly, she thanked Student Trustee Verino for her excellent service on the Board and congratulated her for moving on to UC Berkeley.

Dr. Moore commented on the upcoming Classified School Employee Week. "We are just fortunate and so blessed that we have such a tremendous support staff." "...we want to say thank you for your service, thank you for showing up, thank you for working hard, thank you for the tremendous support that you provide to us, thank you for leading with love. It certainly doesn't go unnoticed. We see you and we love you."

President Baker said he also attended many of the events his fellow Trustees mentioned. In addition, he along with around 500 Parkway Heights MS students, went to San Francisco to see "*Harry Potter and the Cursed Child*". He acknowledged teacher Jennifer Schurk who wrote a grant for ESSER funds so the students could see live theater. He thanked teachers and told them they are appreciated. He acknowledged how Student Trustee Verino has grown in the last two years as she learned her role on the Board and voiced her opinions.

Student Trustee Verino thanked the Trustees for their kind wishes for her journey ahead. "It has really been great to work with you all, so thank you so much." She extended her condolences to Trustee Lujan. She noted that in the last two years, she has learned so from virtual and in-person meetings. Being part of the Board has taught her "...so much about what I want to do next with my career and how I want to continue

to serve my community. If it wasn't for you all I wouldn't have been able to have found what I want to do so thank you to you all, Dr. Moore, and the Cabinet.” She thanked teachers and everyone who gave her the senior year of her dreams, especially the Board for making everything happen. “So, thank you for supporting me in this stage of my life and I hope to work with you and soon.” President Baker said some local civic activists in SSF are former class presidents and are very active in the community.

ADJOURNMENT - 9:20 p.m. in memory of Roberta Rose Flores who passed away on April 30 at 68 years of age. She was a dedicated wife, mother, grandmother and friend to many. She was known for her kind, generous and thoughtful nature, often spending much of her time volunteering for things such as Art in Action at Monte Verde ES and feeding the homeless in San Francisco with City Team Ministries. Her legacy will live on through her daughters, Daina Lujan and Erin Flores and her grandson, Danny Lujan.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Special Meeting of May 18, 2022

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

OPEN SESSION

A. CALL TO ORDER - 5:39 p.m.

B. ROLL CALL

Board Members:	Mr. John Baker – Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present
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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 was led by President John Baker.

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

Public comments were submitted in advance of the meeting, were read by all Board members and posted on the District's website before the meeting. In accordance with the law, the Brown Act, during special meetings, public comments are limited to only those items on the agenda.

There were no comments during the meeting.

F. PRESENTATION

1. ADMINISTRATION

a. Equity Network

The Board of Trustees and Superintendent discussed educational equity and excellence in the District.

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. 2021-22 Effective Governance with an Equity Lens 2.0 Session #4

The Board of Trustees and Superintendent Moore are participating in quarterly meetings this year with a focus on leading through the lens of educational equity in SSFUSD. At this meeting, the Board discussed Policy 0415:Equity/Administrative regulation, brainstormed ideas for systematic action steps to consider, the Governance Core, and received department updates.

The Board recessed at 7:10 p.m. for a break and reconvened at 7:20 p.m.

ADJOURNMENT - 8:43 p.m.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED CONTRACT 2022-2023

Del Campo, Derick, will be placed at El Camino High School as a Social Science Teacher on a Temporary contract effective August 8, 2022. Salary placement EM -7

Calcagno, Anthony, will be placed at the Special Education Department as a School Psychologist on a Probationary contract effective August 1, 2022. Salary placement P -2

Norton, Jake, will be placed at Spruce Elementary School as a Second Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement DM -1

Jose, Aura, will be placed at Spruce Elementary School as a Reading Specialist on a Probationary contract effective August 8, 2022. Salary placement FM -12

Andrews, Stephanie, will be placed at South San Francisco High School as an Assistant Principal on contract effective July 1, 2022. Salary placement G-1

Mena, Lucia, will be placed at the Special Education Department as a Behavior Health Therapist on a Probationary contract effective August 8, 2022. Salary placement DM -1

Rhoades, Rachel, will be placed at Sunshine Gardens Elementary School as a Third Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement DM -1

Kernagis, Brittany, will be placed at Sunshine Gardens Elementary School as a RTI on a Temporary contract effective August 8, 2022. Salary placement EM -9

Wheatly, Halie, will be placed at Buri Buri Elementary School as a Fifth Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

Vasquez, Veronica, will be placed at the District Office as a TOSA on a Temporary contract effective August 8, 2022. Salary placement FM -12

Serrano, Maria, will be placed at the Hillside Pre-School as a ECE Special Education Teacher on a Probationary contract effective August 8, 2022. Salary placement DM -10

Benson, Alina, will be placed at Westborough Middle School as a English Teacher on a Probationary contract effective August 8, 2022. Salary placement C -1

Hautau, Patrick, will be placed at South San Francisco High School as a CTE Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

RESIGNATION

Connor, Michael, a Teacher at Westborough Middle School effective, May 31, 2022

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

De Santiago, Julie, Paraprofessional I - Bilingual, Spruce Elementary School, 4.0 hours per day, Range 25, Step 2, effective March 21, 2022.

Ho, William, Custodian I, South San Francisco High School, 8.0 hours per day, Range 33, Step 2, effective March 28, 2022.

Chen, Xiao Qing, Custodian I, Sunshine Gardens Elementary School, 8.0 hours per day, Range 33, Step 2, effective April 20, 2022.

McCloskey, Liam, Maintenance Supervisor, District Office, 8.0 hours per day, Range 13S, Step 5, effective May 2, 2022.

Carlise, Maria, District Office Receptionist, District Office, 7.5 hours per day, Range 32, Step 5, effective May 9, 2022.

Hitchcock, Rosanne, School Community Liaison, District Office, 7.5 hours per day, Range 32, Step 4, effective May 23, 2022

TRANSFER

Nie, Liping, Custodian I, from Monte Verde Elementary School to El Camino High School, 8.0 hours per day, Range 33, Step 5, effective May 31, 2022.

PROMOTION

Dela Cruz, Michelle, School Administrative Assistant I, Junipero Serra Elementary School, 7.5 hours per day, Range 13S, Step 5, effective February 23, 2022.

Cunningham, Rosalia, Health Services Technician, District Office, 7.5 hours per day, Range 28, Step 5, effective May 2, 2022.

Deras Cartagena, Ana, Paraprofessional I – Special Education, Los Cerritos Elementary School, 6.0 hours per day, Range 26, Step 5, effective May 2, 2022.

Seymour Jr. Richard, Library Media Technician, Alta Loma Middle School, 7.5 hours per day, Range 34, Step 1, effective May 16, 2022.

RESIGNATION

Bautista Zamudio, Joselyn, Paraprofessional I - Bilingual, Alta Loma Middle School, 6.0 hours per day, Range 25, Step 4, effective May 26, 2022.

Beltran, Catherine, Paraprofessional II – Special Education, Junipero Serra Elementary School, 6.0 hours per day, Range 29, Step 5, effective May 26, 2022.

RESIGNATION (CONTINUED)

Garcia, Nathan, Paraprofessional II – Special Education, Junipero Serra Elementary School, 6.0 hours per day, Range 29, Step 5, effective May 26, 2022.

Gumban, Lalaine, Paraprofessional II – Special Education, Buri Buri Elementary School, 6.0 hours per day, Range 29, Step 2, effective May 26, 2022.

Ruiz Rico, Moises, Custodian I, South San Francisco High School, 8.0 hours per day, Range 33, Step 5, effective June 10, 2022.

Mutia, Maribeth, Paraprofessional I – Special Education, Spruce Elementary School, 6.0 hours per day, Range 26, Step 4, effective June 30, 2022.

RETIREMENT

Chin-Cedillos, Susan, Paraprofessional I – Special Education, Alta Loma Middle School, 6.0 hours per day, Range 26, Step 5, effective November 11, 2021.

TEMPORARY OUT OF CLASS PAY

Morales Vitug, Alvin, Acting Director of Nutrition Services and Distribution, District Office, 7.5 hours per day, Range 21 N, Step 1, effective May 23, 2022 until filled.

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: June 9, 2022

RE: Acceptance of Gift

BACKGROUND:

The District has received the attached list of a cash gift during the month of May 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 A GIFT FOR MAY 2022.**

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

\$5,000 from Ponderosa PTA to Ponderosa Elementary School in support of student and school needs.

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: June 9, 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:

Alta Loma Middle School

Japanime Club	Day on the Green - School-wide activities on the blacktop for Day on the Green, this includes photo-booth, snack sales, and more. Commencing May 13, 2022.
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Westborough Middle School

6 th Grade Class	Class of 2024 T-Shirt Sale - Commencing May 6, 2022.
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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: June 9, 2022

RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

\$2,592.24	Miracle PlaySystems Designing Play – Replacement of proprietary equipment for the playground maintenance at the SSG site. Commencing May 2022.
Not to exceed \$10,000	Susan Brooks, School Nutrition Simplified – Consultant to provide services to the Nutrition Services Department during absence of Director. Services include but are not limited to: Assessments of food operations, staff scheduling, and other assignments. Commencing May 2022 through July 2022.
\$9,075	Tri-Valley Excavating – Provide repair of existing asphalt at the Baden/Adult School campus. Cover cracks with cold crack fillers, and apply two coats of Seal Coat. Commencing May 2022.
\$16,080.03	Siemens Industry, Inc. – Providing Annual Test & Inspection, semi-annual visual Inspection, and semi-annual testing of FA battery for fire alarm systems at the Ponderosa ES, Spruce ES, and SSFHS sites in compliance with the law. Commencing May 2022 through June 2022.

District Office – Ed Services

\$9,000	Adriot Advanced Technologies Inc. – Door to door transportation services for one student under Wings of Learning Center. Commencing June 1, 2022 through July 12, 2022.
\$7,200	ProCare Therapy – District nurse for the Extended School Year (ESY). Commencing June 14, 2022 through July 13, 2022.
\$2,100	Peninsula Associates Speech Therapy Services, Inc. – Independent Educational Evaluations (IEE) Speech and Language for one student. Commencing June 1, 2022 through June 30, 2022.
\$1,500	Starfish Therapies – Physical Therapy for one student under Independent Educational Evaluation (IEE). Commencing June 1, 2022 through July 13, 2022.
\$7,605	Pearson – Supports next-generation learning assessment solutions where teachers and administrators can create classes, set up and monitor test sessions, and view scores through reports. Commencing July 1, 2022 through June 30, 2023.

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: Keith Irish, Assistant Superintendent , Educational Services and
Categorical Programs

Ted O, Assistant Superintendent, Business Services

DATE: June 9, 2022

RE: 2022-23 Local Control Accountability Plan (LCAP)

BACKGROUND:

The Local Control Accountability Plan (LCAP) is a component of the Local Control Funding Formula (LCFF) and all Local Education Agencies (LEAs) are required to prepare an LCAP. This plan is supposed to describe how districts intend to meet annual goals for all students with specific activities to address state and local priorities.

There are 8 state priorities that the LCAP Goals must address – student achievement, student engagement, student outcomes, school climate, parental involvement, basic services, implementation of common core, and course access. In addition, they must focus on what actions/services or programs we believe will best support students in their learning. The emphasis, however, needs to show how we will support our unduplicated student groups, which are low SES students, our foster youth students, and our English Learner students. In addition to our unduplicated students, state and local measures have also demonstrated a significant gap among additional student subgroups. SSFUSD will also support student subgroups of African American, Hispanic/Latino/a, Pacific Islander, Special Education, and Homeless.

For the 2022-23 LCAP, the goals are as follows:

GOAL 1

The District will provide a high quality curricular program for students that will raise student proficiency on the California Common Core State Standards as measured by overall academic achievement on State

assessments, CA Dashboard results, interim assessment data and ELPAC/reclassification data.

GOAL 2

Identified classified staff, certificated and administrative staff will participate in professional development to create capacity and expertise in curriculum program implementation based on the development of scope and sequence as measured by walkthrough observations and other evidence (artifacts and student work).

GOAL 3

Improve parent school engagement through an increase in participation in site and District parent groups such as SSC, DELAC, ELAC, AAPAC as well as in other parent meetings as measured by attendance sign in sheets.

GOAL 4

The District will provide a high quality curricular program for students with disabilities that will raise student proficiency on the California Common Core State Standards as measured by overall academic achievement on State assessments, CA Dashboard results, interim assessment data and ELPAC/reclassification data.

In all goals, we strive to operate through the lens of equity and will intentionally plan shifts in the way we analyze data, implement programs, and monitor and measure our progress. This will enable us to truly assess what works for students and what does not, so we can provide them with what they need.

As of June 9, the LCAP remains in draft form, and revision and refinement will occur before the June 23 final plan is approved.

FISCAL IMPLICATIONS:

The supplemental dollars for the LCAP is approximately \$6.4 million dollars.

RECOMMENDATION:

For public hearing and information and discussion only.

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: June 9, 2022

RE: Public Hearing on 2022-23 Preliminary Budget

BACKGROUND:

Pursuant to Education Code (EC) 52062(b)(1), school districts are required to hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP). The public hearing shall be held at the same meeting as the public hearing required by EC 42127(a)(1) for the Budget to be adopted in the subsequent fiscal year, which states that on or before July 1 of each year, the Governing Board of each school district shall accomplish the following:

- Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The budget to be adopted shall be prepared in accordance with Section 42126. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.
- Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first. The Governing Board shall file that budget with the County Superintendent of Schools. That budget and supporting data shall be maintained and made available for public review.

Current Status:

The 2022-23 budget is developed based on a set of assumptions and the most up-to-date information available. Depending on the impact, the school district has 45 days from the date the State budget is enacted to make revisions to its Adopted Budget.

The District's General Fund, which is the largest and most important operating fund in the District, is made up of unrestricted and restricted funds. The Unrestricted General Fund is used for general education expenses such as classroom teacher and other employee salaries and instructional materials and supplies. Restricted funds are accounted separately because they are earmarked dollars and must be used for specific purposes. The Restricted General Fund is used for specific State, federal, and local categorical programs, such as special education, Title I, Title II and Title III. Some of these restricted funds may be one-time while others are on-going.

For the General Fund in 2022-23, total projected revenues (including Transfers In) are approximately \$135.5 million and projected expenditures (including Transfers Out) are approximately \$138.7 million. The projected ending fund balance in 2022-23 is \$22.9 million. This amount is before the State required and District designations are taken out.

Multi-Year Projection:

Districts are required to prepare a multi-year budget projection to determine if the school district will be able to meet its financial commitments for the two projected out-years, 2023-24 and 2024-25. The assumptions used and the ending fund balance for these two years are shown in the presentation.

Based on these assumptions, the District will be able to meet its financial commitments for 2022-23 and the two succeeding years.

RECOMMENDATION:

For public hearing and information and discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #22-49

Trustee Compensation

WHEREAS, California Education Code Section 35120 (a) (9) (c) states:

“A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district or districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.”

Trustee Lujan was absent from this meeting due to illness.

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees adopts Resolution #22-49 and approves payment for absence at the following Board of Trustees’ meeting in accordance with California Education Code Section 35120 (a) (9) (c) to:

Trustee Daina Lujan

May 26, 2022

Regular Board Meeting

REGULARLY PASSED AND ADOPTED this 9th day of June 2022.

AYES in Favor of Resolution

NOES Against Resolution

ATTEST:

Clerk/Secretary of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 9, 2022

RE: Board of Trustees Compensation

BACKGROUND:

Monthly Trustee Compensation

Section 35120 of the California Education Code and Board Bylaw 9250 set forth the authorities regarding compensation to be paid to members of the District's Board of Trustees. Specifically, those authorities, read together, provide that in districts with an average daily attendance of 10,000 or fewer students (but more than 1,000), trustees are entitled to receive compensation that does not exceed \$240 per month. California Ed. Code sec. 35120(a)(8). (Board members' monthly compensation is proportionally decreased for any unexcused absences during a given month.) The law also provides that the Board may annually increase the monthly compensation for board members by an amount not exceeding 5% of the then-current monthly compensation, per Cal. Educ. Code sec. 35120(e).

In the June 10, 2021 Board meeting, Trustees approved a two percent compensation increase. Their current compensation is \$435.63 per month. Should the Board approve a two percent increase for the fiscal year 2022-23, their compensation would be \$444.34 per month.

Mileage Stipend

Staff has also noted, in reviewing Trustee compensation practices, that Trustees presently receive a monthly stipend of \$100 for mileage expenses. Section 35044 of the Education Code and Board Bylaw 35044 provide that Trustees are entitled to be reimbursed for payment of travel expenses when performing authorized services for the District. Again, in order to confirm the Board's intent regarding this stipend, staff seeks Board action to authorize the payment of this mileage stipend for the fiscal year 2022-23.

FISCAL IMPLICATIONS:

If the Board of Trustees approves a two percent increase to their current monthly compensation, they would receive \$444.34 per month. The Board of Trustees may also approve the continuation of a monthly \$100 stipend for mileage expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the two percent increase for Board monthly compensation and the continuation of a monthly \$100 stipend for mileage expenses as allowable per SSFUSD's Board Bylaw 9250 regarding Trustee compensation and section 35120 of the California Education Code for the fiscal year 2022-23.

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: June 9, 2022

RE: Approval of SSFUSD Local Performance Indicators Self-reflection

BACKGROUND:

Local performance indicators are part of the LCAP process where districts annually self-assess their progress based on the eight state priorities. The 8 state priorities are:

- LCFF Priority 1: Basic Services (Conditions of Learning)
- LCFF Priority 2: Implementation of State Standards (Conditions of Learning)
- LCFF Priority 3: Parent Involvement (Engagement)
- LCFF Priority 4: Student Achievement (Pupil Outcomes)
- LCFF Priority 5: Student Engagement (Engagement)
- LCFF Priority 6: School Climate (Engagement)
- LCFF Priority 7: Course Access (Conditions of Learning)
- LCFF Priority 8: Student Outcomes (Pupil Outcomes)

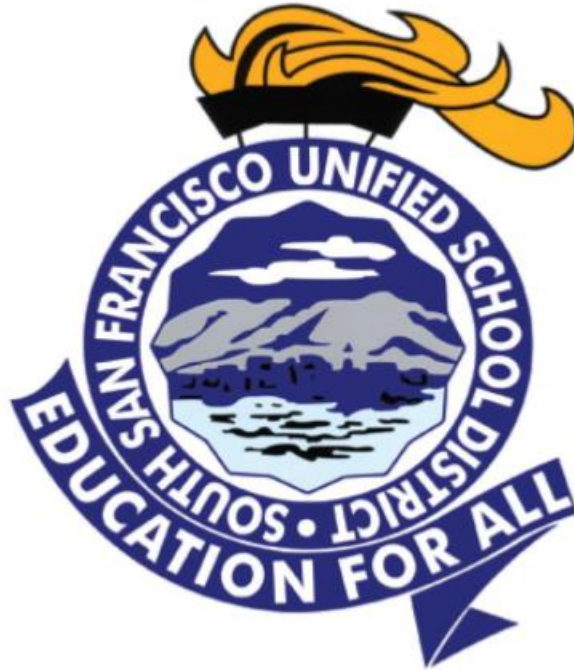
Upon approval from the Board of Trustees, SSFUSD will be able to transfer this information into the State database and this information will be reported as part of the California Dashboard results that are usually released to the public in January 2023.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the SSFUSD Local Performance Indicators Self-reflection document as presented.



Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
South San Francisco USD	Keith Irish Assistant Superintendent Educational Services	kirish@ssfusd.org 6508778709

Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the Local Control and Accountability Plan (LCAP).
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Performance Standards

The performance standards for the local performance indicators are:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to educational partners and the public through the Dashboard.

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0%
Total Teacher Misassignments	9	2%
Vacant Teacher Positions	1	0%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0%

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe how the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) - Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics - Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)			3		
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards		2			
History-Social Science	1				

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		

Academic Standards	1	2	3	4	5
ELD (Aligned to ELA Standards)			3		
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards		2			
History-Social Science	1				

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)			3		
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards		2			
History-Social Science	1				

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education	1				
Health Education Content Standards	1				
Physical Education Model Content Standards	1				
Visual and Performing Arts	1				
World Language	1				

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole			3		
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

SSFUSD has been focusing on the creation and implementation of the scope and sequence for English Language Arts, ELD and mathematics. The EDS team has created end of unit assessments and has shared all resources with staff. We are in the process of developing a walk-through tool/evaluation rubric so we can monitor implementation of instructional practices aligned with the District's scope and sequence. Once we transition to full implementation in 22-23, we will start the process all over again for Science and Social Science, Health, Physical Education, Visual Performing Arts and World Language.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

June 9, 2022

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

June 9, 2022

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.			3		
2. Rate the LEA's progress in creating welcoming environments for all families in the community.			3		
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.			3		
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.			3		

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

SSFUSD continues to focus on providing our educational partners the opportunity to provide input and feedback on district plans and priorities. We have seen an increase in participation of educational partners in surveys. We've also created a Student Advisory Committee in the 2022 as we strive to obtain an increase in student voice in SSFUSD.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

SSFUSD has provided numerous surveys to our educational partners over the past couple of years. In our surveys we often ask open ended questions. We need assistance in analyzing survey responses and using predictive intelligence to assist us in making determinations from the survey data. SSFUSD would like to partner with an organization called Qualtrics to assist us in 22 - 23.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

One of our LCAP goals is focused on increasing student, parent and community engagement. SSFUSD has numerous district parent committees (AAPAC - African American Parent Advisory committee), DELAC (District English Learners Advisory Committee, SEPAC (Special Education Advisory Committee - started in 2018), student advisory Committee (started in 2021) and (DEI) Diversity Equity Inclusion Committee - started in 2021. At the site level we have numerous committees such as SSC (School Site Council), ELAC (English learners Advisory Committee) and PTA (site and district). In addition, SSFUSD provides opportunities to obtain stakeholder input on district plans such as the LCAP and ESSER III plans. So, the number of committees at the site and district level in addition to the surveys provides numerous opportunities for stakeholders to give input. However, our numbers at our meetings tend to be low (less than 50) and for surveys our responses rate is less than 15%. Although we've making progress in this area we need to continue to think of additional opportunities for stakeholder engagement. Some of the ways we were thinking we could improve engagement of underrepresented families is to create additional district/site parent committees, hire staff such as Community Liaisons, and the use of other digital communication platforms such as Remind to provide multiple ways to communicate with our families. Many of site leaders use shorter and more frequent communication with their parent communities and with the continue use of virtual meetings we are seeing more parent engagement than in person. We will continue to use these strategies and reassess annually.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.			3		
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.			3		
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.			3		
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.			3		

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Due to school closures in March 2020, professional learning and support to our staff has been an area of focus. In addition, the EDS department and school sites has provided numerous workshops to support student/family use of technology devices, educational online platforms and programs. SSFUSD added an additional staff development day in August 2020 and due to the distance learning schedules students had an asynchronous Wednesday. The EDS department provided numerous trainings on Wednesdays and gave staff time to lesson plan as they converted lessons digitally and had to use numerous programs such as Nearpod, IXL, Screencastify, SeeSaw and Google classroom. Our technology TOSA and Director of Student performance conducted parent workshops on digital citizenship, and specific online programs. SSFUSD partnered with Paper company to provide online tutoring 24/7 for our students in grades 6 - 12. Distance learning made school districts look at current practices, policies and procedures and SSFUSD had to make numerous decisions and changes to practices, and procedures to be alignment with new state laws. An area of growth for SSFUSD is to support families to understand their legal rights. However, our Director of Special Education via the SEPAC presented workshops on this topic and created a website which houses numerous resources for parents that have a student that has an individual education plan. Although we've making progress in this area we need to continue to provide opportunities for stakeholder engagement. Some of the ways were thinking we could improve engagement of underrepresented families is to create additional district/site parent committees, hire staff such as Community Liaisons, and the use of other digital communication platforms such as Remind to provide multiple ways to communicate with our families. Many of site leaders use shorter and more frequent communication with their parent communities and with the continue use of virtual meetings we are seeing more parent engagement than in person. We will continue to use these strategies and reassess annually.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.			3		
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.			3		
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.			3		
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.		2			

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

SSFUSD has created numerous documents and has provided training to site leaders to assist them in obtaining input from site committees such as School Site Council. During these meetings our staff builds a shared understanding so parents can provide input. We often include "input sessions" at most of our parent and district community meetings.

For those parents that were unable to attend we post the slide deck and often the recording of the meeting in case stakeholders want to watch the meeting. An area of growth for SSFUSD is to provide input opportunities on all district and site policies. Although we've making progress in this area we need to continue to provide opportunities for stakeholder engagement. Some of the ways were thinking we could improve engagement of underrepresented families is to create additional district/site parent committees, hire staff such as Community Liaisons, and the use of other digital communication platforms such as Remind to provide multiple ways to communicate with our families. Many of site leaders use shorter and more frequent communication with their parent communities and with the continued use of virtual meetings we are seeing more parent engagement than in person. We will continue to use these strategies and reassess annually.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

In Spring 2021, SSFUSD administered the California Healthy Kids Survey (CHKS) to students in grades 5, 7, 9, and 11, as well as staff and parents. Due to Distance Learning, surveys were administered remotely and participation rates were lower than expected, especially at the 5th grade level where parent permission was required for students to participate. Because the majority of the students remained in 100% Distance Learning, some CHKS items related to school climate were not included in the survey and the focus was on relationships, communication, academic motivation and support.

84% of elementary students and 76% of secondary students agreed that adults at school care about them
 87% of elementary students and 73% of secondary students agreed that adults at school have high expectations for all students
 84% of elementary students and 61% of secondary students agreed that they were academically motivated during Distance Learning
 82% of elementary students and 58% of secondary students agreed there are supports in place for their social emotional learning
 87% of elementary students and 66% of secondary students agreed that students are treated with respect

Due to the challenges of administering the CHKS remotely during Distance Learning, participation rates were inconsistent so disaggregated results are not consistently available across grade levels or survey items. The range of responses for the items above were larger for secondary according to grade level: 9th graders in particular had lower

responses to items about school supports, relationships, and connectedness perhaps because their entire high school experience at that point had been online.

The 2021-22 school year was not a CHKS administration year; however, in Spring 2022, SSFUSD included in the LCAP Community Input Survey a few questions mirroring those from California Healthy Kids Survey. 360 students, mostly high school students and alumni, participated in the survey:

62% of student respondents reported they feel safe at school

11% of student respondents reported they have been bullied or mistreated by peers at school

41% of student respondents agreed their teachers and school communicate expectations to students

81% of student respondents agreed they have at least one trusted adult they can go to on campus

27% of student respondent agreed that all students are treated fairly when they break school rules

71% of student respondents reported they know where to go for mental health resources and support

The CHKS and LCAP survey data reinforced SSFUSD's emphasis on school connectedness and relationships as students and staff transitioned back to in-person learning for the 2021-22 school year. Support for students' social emotional well being and mental health, also supported by the CHKS data as well as feedback from community input sessions, staff and student feedback, was a continued focus with the addition of Wellness Counselors, District Counselor meetings, ongoing professional development related to social emotional learning, and the expansion of our mental health resource offerings including Care Solace, Daybreak, and partnerships with community organizations. The District also developed clearer communication and a resource guide of what social emotional and mental health supports are available to our students, families, and staff, based on survey data as well as community feedback. Based on feedback from students, staff, and parents via LCAP community input sessions and the LCAP survey results such as those shown above, social emotional learning and support will continue to be a focus for the 2022-2023 school year.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)
2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

SSFUSD analyzes master schedules and student transcripts, state (CA dashboard) and federal data (Civil Rights Data Collection) and surveys to all stakeholders to determine if SSFUSD is providing access to a broad course of study for our students. In 2018 - 19, we analyzed our high school schedules which followed a traditional 6 period day. After examining numerous data points and setting up a high school task force committee, we made a recommendation for our high schools to change their schedule to a modified 7 period block which includes a "flex period." Flex periods are built into the bell schedule and provide time for intervention support; SEL activities; make up work or get extra help from teacher; make up for missed tests; presentations from outside presenters or

counselors; time for students to meet with specific staff members so that students do not miss academic classes; provide opportunities for staff/students to build and create relationships

Flex periods provide opportunities that we all know are important but often struggle to fit into a traditional school schedule and try to do outside of regular school hours. While most commonly students go to different teachers for additional academic support, it is also common for students to participate in enrichment sessions, attend a review lesson on a topic, meet with an advisor, make up class assignments for days missed, participate in club meetings, take part in special events they earned (like PBIS related rewards), and partake in other extracurricular activities, like sports.

The change in bell schedule has assisted in the increase of our graduation rates at both high schools - SSFHS - 2018 (78.4%), 2019 (78.5%) 2020 (82.4%), 2021 (88.7%); ECHS - 2018 - (92.2%). 2019 - (94.8%), 2020 (94.1%), 2021 (97.7%). For the College career indicator we've seen increases as well: SSFHS - 2018 (31.6% - prepared), 2019 - (32.5% - prepared), 2020 (36.5%); ECHS - 2018 (28% - prepared), 2019 - (35.5% - prepared), 2020 (56.1%). [Note: CCI dashboard did not produce a "prepared" rating in 2021 due to pandemic school closures].

SSFUSD convened a Middle School Schedule Committee in 2021-22 to analyze our middle school bell schedules with the goal of exploring ways to provide opportunities for intervention and expand access to a broad course of study. These discussions are important since SSFUSD has been awarded a CTE grant continue to build pathways to assist our students in being college and career ready when they graduate from SSFUSD. Some of the barriers we've encountered are the length of the school day and staffing shortages. We will continue to provide opportunities for input with our various committees and will use data to inform our decisions. We want to be sure increase opportunities and access for our under represented students as we continue to analyze our grading practices and placement criteria for high school courses.

We will need to continue to provide intervention courses to assist our students in meeting academic content standards. In particular, we are analyzing our supports for our English Learners and student with disabilities and designing classes such as Controversial Issues in the Society that is a college prep course that focuses on assisting students with academic language. We added 6 sections at SSFHS and 1 section at ECHS for the 2021 - 2022. We are also continuing to build strong CTE pathways and will be starting a new Building Construction pathway in 2022-2023.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils,					

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Action

Coordinating Instruction	1	2	3	4	5
gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 9, 2022

RE: Approval of the Teacher Induction (BTSA) Program for 2022-23

BACKGROUND:

The SSFUSD Teacher Induction (BTSA) program supports new teachers in becoming fully certificated teachers in a robust, engaging and state approved program. This program has only received accreditation for support and training of general education teachers. For this reason, the District contracts with the San Mateo County Office of Education (SMCOE) to support and train mild-moderate and moderate-severe teachers supporting their BTSA needs for credential purposes.

This year the District expects to provide new teacher support and training to approximately 10-12 special education teachers. These teachers, as a result of their participation in the SSFUSD new teacher support program, will improve their professional practice and fulfill the requirements of the California Clear Multiple and Single Subjects Credentials and will receive support from the San Mateo County Teacher Induction Program.

FISCAL IMPLICATIONS:

The total contract cost is expected to be approximately \$57,000, however, this number may be slightly more or less depending on the total number of special education teachers needing Teacher Induction (BTSA) support in 2022-23.

RECOMMENDATION:

It is recommended that the South San Francisco Board of Trustees approve the SMCOE Teacher Induction (BTSA) Agreement for the 2022-23 school year.



Teacher Induction Agreement 2022-23

A. General

1. This Agreement is between the San Mateo County Superintendent of Schools (“Superintendent), Lead Educational Agency (LEA) for the San Mateo County Teacher Induction Program, and **SOUTH SAN FRANCISCO UNIFIED DISTRICT (“District”)**, to implement the San Mateo County Teacher Induction Program (“SMCTIP”).

B. Parameters

1. The effective date of this Agreement is between July 1, 2022 and June 30, 2023.

C. Purpose

The purpose of this Agreement is to establish a formal working relationship between the Parties and to set forth the operative conditions that will govern this partnership. The Superintendent, the Teacher Candidate, and the District will form a partnership in providing and coordinating services as part of the SMCTIP. Please initial next to the appropriate program:

_____ General Education (MS/SS)
_____ Education Specialist

D. Responsibilities of the Parties - General

1. The Superintendent agrees to the following:
 - a) Employ an appropriate number of staff within the discretion of the Superintendent to perform services as described in the San Mateo County Teacher Induction Program Submission Document.
 - b) Provide office and workspace for the staff and meeting space for program activities.
 - c) Provide and oversee a state-approved/accredited induction program, which will allow each eligible candidate who fully completes all program requirements to obtain his/her Clear Credential. Maintain up-to-date information regarding all state induction requirements.
 - d) Provide a process for equitable distribution of services to Teacher Induction Candidates, Mentor, and Site Administrators in all participating districts, and participating independent schools, including recruitment of Mentors to work with the district’s Teacher Induction Candidates, as needed.
 - e) Establish and maintain accurate records and reports including confidential files containing information, formative assessments and other statements of progress for Candidates. Establish and maintain a comprehensive database for all induction candidates. Provide regular updates to all induction candidates and their districts.
 - f) Supply reports and any other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing and California State Department of Education.

June 9, 2022

- g) Establish and convene an Advisory Group that will monitor the budget, implementation, progress and evaluation of the program, and develop other administrative processes as provided for in the (SMCTIP) Submission Document.
- h) Participate in and facilitate all State-sponsored program evaluations.

2. The District agrees to the following:

- a) Pay **\$2,750** per Teacher Induction Candidate to the Superintendent within 30 days of receipt of the invoice generated by the Superintendent, and in any event, no later than April 30, 2023.
 - ☐ ____: Pay an additional **\$750** per Teacher Induction Candidate to the Superintendent within 30 days of receipt of the invoice generated by the Superintendent for any teacher who has not passed the Teacher Performance Assessment as part of their preliminary credential program. Per CTC Executive Order N-66-20, teachers who have not passed the TPA in their preliminary programs will be supported by Teacher Induction programs to meet that credential requirement.
- b) In the event that a Teacher Induction Candidate leaves the District employment before mid-semester break (January 31, 2023), the District will be charged only **\$1,375** for that teacher.
- c) Hire a Mentor according to program guidelines and credential requirements. **If the district would like the SMCTIP to hire the Mentor, the District agrees to pay an additional charge of \$2,500 per participating teacher to be paid to the Superintendent within 30 days of receipt of the invoice generated by the Superintendent.**
 - ☐ ____: District agrees to hire a Mentor according to program guidelines for each Teacher Induction Candidate (Teacher).
 - ____ General Education (MS/SS)
 - ____ Education Specialist
 - or:**
 - ☐ ____: District agrees to have the SMCTIP hire the Mentor and pay an additional charge of **\$2,500** per Teacher Induction Candidate (Teacher).
 - ____ General Education (MS/SS)
 - ____ Education Specialist
- d) Provide basic Teacher Induction (formerly “BTSA”) enrollment information to all new hires.
- e) Ensure that all Teacher Induction Candidates complete and submit an accurate, eligibility form to the SMCTIP office by no later than 30 days after his/her start date or December 31, 2022; whichever is sooner.
- f) Provide release time to Candidates to afford opportunities to visit other classrooms, other schools, and meet with their Mentor.
- g) Provide support for the role of the Mentor including: Adjust the Mentor work year (as needed) to allow Mentors to participate in required SMCOE Teacher Induction Mentor training as appropriate; assure the Mentor’s attendance at required Mentor Seminars at SMCOE.
- h) Ensure that the development of goals and any work product related to teacher induction is confidential between the Mentor and Teacher Induction Candidate and that no work product or conversation about induction is shared or used for employment evaluation. Employer understands that the work of induction cannot be used for evaluation purposes.
- i) Work cooperatively with the SMCTIP staff and Mentors and commit to ongoing professional development in support of the Teacher Induction program.
- j) Participate in all evaluation activities, including the State-required end of the year survey and the mid-year survey.
- k) ~~Be cognizant of the demands placed on new teachers by both the Teacher Induction Program and attempt to limit school site responsibilities.~~

- l) Send a representative to attend the two Advisory Group meetings held by SMCOE TIP each year (fall and spring).
3. The Teacher Induction Candidate agrees to the following:
 - a) Complete and submit an accurate online eligibility form to the SMCTIP office by no later than 30 days after his/her start date.
 - b) Work with the Teacher Induction Mentor; including weekly meetings, collaboration, and consultation in all areas related to the formative assessment system, professional development, and the Induction requirements.
 - c) Participate in SMCTIP professional development activities as prescribed by the program.
 - d) Complete all Induction Program requirements, as described in the SMCOE Teacher Induction Candidate Handbook.
 - e) Participate in all evaluation activities, including the State-required end of the year survey and the mid-year survey.
4. The Mentor will:
 - a) Work with the Teacher Induction Candidate; including weekly meetings, collaboration, and consultation in all areas related to the formative assessment system, professional development, and the Induction requirements.
 - b) Maintain regular communication with SMCOE TIP to ensure the Teacher Induction Candidate's progress toward successful completion of the Induction requirements.
 - c) Participate in SMCTIP professional development activities as prescribed by the program.

E. Other Conditions

1. Any and all products developed by the SMCTIP are the exclusive property of the Superintendent and the San Mateo County Teacher Induction Program. The Teacher Induction Candidate shall not have the right to disseminate, market or otherwise use the products without the expressed written permission of the Superintendent and the SMCTIP.
2. **HOLD HARMLESS.** Teacher Induction Candidate shall hold Superintendent, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Superintendent, its officers, agents or employees taken under this Agreement.
3. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the Superintendent and authorized representatives of the parties involved.

**SAN MATEO COUNTY
SUPERINTENDENT OF SCHOOLS**

SOUTH SAN FRANCISCO UNIFIED DISTRICT

Signature

Signature

Kevin Bultema, Deputy Superintendent

Name/Title

Name/Title

June 9, 2022

Date

Date

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 9, 2022

RE: Approval of Literably for Grades K-8 for the 2022-23 school year.

BACKGROUND:

Literably is a reading assessment for K-5 students that identifies A-Z reading levels, diagnoses skill gaps, screens students for reading difficulties, and monitors progress. Software is available for assessing students, parents and educators can measure the progress of their students' assessments.

FISCAL IMPLICATIONS:

The fiscal impact, \$27,000.00; will be paid using ESSER III Funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the use of Literably Software for the 2022-23 school year, as presented.

Literably, Inc.

Terms of Service

Last Modified: April 29, 2022

Welcome to Literably.com, the website and online and/or mobile service of Literably, Inc. (“**Literably**,” “**we**,” “**our**,” or “**us**”). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively, the “**Service**”). By downloading, accessing or using the Service, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms of Service (this “**Agreement**”) and to the collection and use of your information as set forth in our [Privacy Policy](#), which is incorporated herein by reference. Literably reserves the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (“**Users**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE.

1. Literably Service

1.1 Literably Service Description

As part of its Service, Literably makes available software for assessing the educational abilities of students (“**Students**”) available to: (a) educational institutions (including, without limitation, school districts, school boards, and individual schools within a district) (“**Educational Institutions**”); (b) those who have parental responsibility over students, whether as a parent, guardian or otherwise (“**Parents**”); and (c) individual teachers, interventionists, specialists, data analysts, district- and school-level administrators (“**Educators**”). Through the Service, Parents and Educators may measure the educational abilities of Students through tests (“**Assessments**”) made available through the software, and may also make use of services related to the Assessments, such as online training and data management.

1.2 Eligibility

This is a contract between you and Literably. You must read and agree to these terms before using the Literably Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Literably, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. The Service is not available to any Users previously removed from the Service by Literably.

1.3 Terms for Access by Students

Any download, access or use of the Service by anyone under eighteen (18) years of age is strictly prohibited and in violation of this Agreement unless you are under the supervision of your Educational Institution, Educator or Parent. If you are under eighteen (18) years of age, your use of the Service may be subject to additional policies and restrictions imposed by your Educational Institution, Educator or Parent, with which you must comply.

1.4 Limited License

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service as permitted by the features of the Service.

Literably reserves all rights not expressly granted herein in the Service and the Literably Content (as defined below). Literably may terminate this license at any time for any reason or no reason.

1.5 User Accounts

Your account on the Service (your “**User Account**”) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of User Accounts for different types of Users.

If you open a User Account on behalf of an Educational Institution, company, organization, or other entity, then: (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

By connecting to the Service with a third-party service, you give Literably permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify Literably immediately of any breach of security or unauthorized use of your User Account. Literably will not be liable for any losses caused by any unauthorized use of your User Account.

By providing Literably your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by emailing us at support@literably.com or by clicking on the “unsubscribe link” provided in such communications. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.6 Service Rules

You agree not to, or to assist, aid or otherwise encourage any third party to, engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Literably servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Literably grants the operators of public search engines revocable permission to use spiders to copy materials from Literably.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service (including, without limitation, by interfering with or circumventing the assessment features of the Service by assisting Students with the examination or copying the Literably Content (as defined below) to cheat on assessments); (xi) accessing any content on

the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) accessing the Service for the purpose of building a competitive product or service or copying any of its elements or features; or (xiv) using the Service for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Literably's prior written consent.

Your rights under this Agreement will automatically terminate without notice from Literably if you engage in, or otherwise assist, aid or otherwise encourage any third party to engage in, the foregoing.

1.7 **Changes to the Service**

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

1.8 **Disputes with Other Users**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Literably shall have no liability for your interactions with other Users, or for any User's action or inaction (including, without limitation, the disabling of access or use of your User Account by an Educational Institution or other similarly situated account administrator).

1.9 **Service Location**

The Service is controlled and operated from facilities in the United States. Literably makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

2. **Our Proprietary Rights**

Except for the materials posted to the Service by you (your "**User Content**"), the Service and all materials therein or transferred thereby, including, without limitation, any training materials, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**Literably Content**"), and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, "**Intellectual Property Rights**") related thereto, are the exclusive property of Literably and its licensors (including other Users who post User Content to the Service). You acknowledge and agree that, as between you and Literably, Literably is the sole and exclusive owner of, and you shall and hereby do assign to Literably, all right, title and interest (including Intellectual Property Rights) in and to any and all improvements or enhancements to the Service, including improvements based on the use of User Content or personal information submitted, provided or made available by you pursuant to this Agreement (for example, Intellectual Property rights in algorithms or models developed through the processing of such data), provided by you retain all rights to User Content and personal information. Except as explicitly

provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Literably Content. Use of the Literably Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

Notwithstanding the Service rules in Section 1.6 and the foregoing in this Section 3, Educators and Parents may print out the following Literably Content for the following limited purposes: (i) Parents and Educators may print out the results from the Assessments (but not the Assessments themselves) for those Students in their Educational Institutions that they have assessed through the Service; and (ii) Parents and Educators may print out the Assessments only as necessary to administer such Assessments to those Students whose speech patterns significantly diminish the efficacy of electronic Assessments (including, without limitation, Students with speech impediments). For the avoidance of doubt, and without limiting any of the foregoing in this Section 3, any copy or reproduction of Literably Content in any media or any distribution of the foregoing in this sentence other than as permitted in this paragraph (including, without limitation, any printouts of the Assessments for Students without disabilities) is an unauthorized use of the Literably Content and a material breach of this Agreement.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Literably under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Literably does not waive any rights to use similar or related ideas previously known to Literably, or developed by its employees, or obtained from sources other than you.

The Service contains data, information, and other content not owned by you, such as reputational or status indicators and/or fictional property representing virtual achievements (“**Literably Property**”). You understand and agree that regardless of terminology used, Literably Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at Literably’s sole discretion. Literably Property is not redeemable for any sum of money or monetary value from Literably at any time. You acknowledge that you do not own the User Account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Literably on Literably servers, including without limitation any data representing or embodying any or all of your Literably Property. You agree that Literably has the absolute right to manage, regulate, control, modify and/or eliminate Literably Property as it sees fit in its sole discretion, in any general or specific case, and that Literably will have no liability to you based on its exercise of such right. All data on Literably’s servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, USER ACCOUNT HISTORY AND USER ACCOUNT CONTENT RESIDING ON LITERABLY’S SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN LITERABLY’S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. LITERABLY DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON LITERABLY’S SERVERS.

3. **Free Services; Paid Services**

3.1 **Free Trial.** You may be granted access to the Service for a trial period (“**Free Trial**”). During the Free Trial, we will not charge you any fees related to the access or use of your membership (“**Trial Use**”). At the end of the Free Trial, your access and use the Service shall automatically terminate unless you convert to a paid membership. Literably reserves the right to determine the length of the Free Trial and to end the Free Trial and revoke your Trial Use at any time, at its sole discretion and without notice to you.

3.2 **Free Assessments.** Literably may offer you, in an amount and at a frequency determined by Literably in its sole discretion, a limited number of Assessments free of charge (“**Free Assessments**”). We will not charge you any fees for the Free Assessments. Upon the usage of all Free Assessments made available to you by Literably, you will no longer be able to access or use any additional Assessments unless and until you purchase Subscription Services.

3.3 **Paid Services.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use the paid aspects of the Service and make a payment through the Service, we will review the information you provided for validity by verifying your method of payment and/or billing address. We may contact you (via email or phone) if additional information is required to accept and process your order. Invalid order information may result in delays processing your order. For purchases through the Service, your receipt of an order confirmation does not constitute our acceptance of your order. Without prior notification, Literably maintains the right to limit the order quantity and the right to refuse to sell licenses to any customer for any reason or no reason at all. Literably reserves the right not to sell to any customers. If your order is canceled, we will attempt to notify you using the email address you have given us with the order.

3.4 **Subscription Services; Usage Limits.** Literably may offer access to the Service on a paid subscription basis (“**Subscription Services**”). Literably offers Subscription Services on a number of Students per Assessment-type basis, or, at Literably’s sole discretion, on a per Educator basis. If ordering on a Students per Assessment-type basis, at the time of your order, you will identify the quantity of Students per Assessment-frequency for your Subscription Services (“**Quantity**”). You agree that, during the term of the Subscription Services, you will pay any fees for the Quantity of the Subscription Services you identified in your order. You further agree that you will not, and will not allow third parties to, use the Subscription Services in excess of the Quantity you identified in your order (which may include, without limitation, the use of the Service by more Students than identified in your order or the use by a Student of the Assessments at a frequency in excess of that Student’s designated frequency). Literably retains the right to run reconciliation reports at any time during the term of the Subscription Services, and in the event that Literably discovers that you have been using the Subscription Services in excess of the Quantity, Literably may invoice you for the overage and suspend or terminate your access to the Service until you pay such overage.

3.5 **Non-Auto Renewal.** For the avoidance of doubt, the purchase of Subscription Services does not entitle you, and is not a purchase of, automatically renewing services. Upon the expiration of the term of the Subscription Services you have paid for, your access and use of the Service will automatically terminate unless and until you choose to extend your Subscription Services through additional purchases of Subscription Services.

3.6 **Price Changes.** Please visit our [Pricing](#) page for information about the fees for the aspects of the Service that are made available for a fee or other charges. We reserve the right to adjust pricing for our Service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes to your service will take effect in the billing cycle following the change in prices.

3.7 **Payment Methods.** We accept various payment methods for product purchases through our Service, including without limitation, check, Mastercard, Visa, and American Express. We will bill your payment method when you place an order for a product through the Service. Literably will not fulfill any product order without authorization validation of your purchase from your payment method.

3.8 **Refunds.** You may cancel your User Account at any time. In the event that Literably suspends or terminates your User Account or this Agreement or you cancel your User Account or terminate this Agreement, you understand and agree that Literably, in its sole discretion, will determine whether you are eligible for any or no refund or exchange for any Literably Property, any unused time on a subscription,

any license or subscription fees for any portion of the Service or Professional Services, any content or data associated with your User Account, or for anything else.

3.9 Payment Information; Late Payments; Taxes. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. All payments shall be made in U.S. Dollars. In the event that any payment is more than thirty (30) days late, Literably shall have the right to suspend your access to the Service until all payments are made current. You shall pay for all costs incurred by Literably in connection with the collection of late payments. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

4. Personal Information; Student Data

4.1 Data Definitions. When Literably is used by an Educational Institution for an educational purpose, Literably may collect or have access to Student Data. “**Student Data**” is personal information that is directly related to an identifiable Student that is maintained by an Educational Institution or related entity or organization, or by us on behalf of such entity. Student Data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

4.2 Confidentiality. Literably agrees to treat Student Data as confidential and not to share it with third parties other than as described in this Agreement, and in our [Privacy Policy](#).

4.3 Student Data Ownership and Control. Literably shall access and process Student Data for the purposes of providing an outsourced institutional function pursuant to FERPA. In performing these Services, Literably shall be considered a School Official with a legitimate educational interest in the Student Data, under the direction and control of the Educational Institution as it pertains to the use of Student Data. As between Literably and the Educational Institution, the Educational Institution owns all right, title, and interest to all Student Data processed by Literably pursuant to the Agreement, and Literably does not own, control, or license such Student Data, except so as to provide the Services and as described in the Agreement.

4.4 Student Data Access.

You authorize Literably to access or collect Student Data, for the purposes set forth in this Agreement. In connection therewith, we may access and collect Student Data from the Educational Institution manually, such as when an Educator, school administrator, or other individual authorized to access the Educational Institution’s account enters such Student Data through the Educational Institution’s login and dashboard; or automatically, if the Educational Institution chooses to integrate its Student Information System (“SIS”) with the Service.

You additionally authorize Literably to collect Student Data, directly from Students authorized to use the Service, as described in our Privacy Policy. Literably collects such information only at the direction of, and on behalf, of the Educational Institution, Educator or Parent.

4.5 Personal Information and Student Data Consents and Authority.

If you are an Educational Institution, Educator, Parent or other individual, you represent and warrant that you have the authority to provide personal information, including Student Data, to Literably for the purpose of providing the Service, and that you have provided appropriate disclosures to the appropriate individuals regarding your sharing of such personal information with Literably.

4.6 Compliance with Laws

Literably and the Educational Institutions, Educators, and Parents each agree to uphold their responsibilities under laws governing personal information and Student Data, including, without limitation, the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), and the Children’s Online Privacy and Protection Act (“**COPPA**”) and any and all applicable state laws. We rely on Educational Institutions, Educators, and Parents to obtain and provide appropriate consent and disclosures, if necessary, for Literably to collect any Student Data, including the collection of Student Data directly from Students under thirteen (13) years of age, as permitted under COPPA. We recommend that you provide a copy of the [Privacy Policy](#) to parents and guardians.

You are required to comply with this Agreement and all regulations and laws governing the privacy of children and children’s personal information in your territory. You represent and warrant that you are in compliance with all applicable data protection laws governing the protection of personal information and the sharing of student education records.

4.7 Use of Student Data. By submitting or providing us access to Student Data, you agree that Literably may use the Student Data solely for the purposes of (i) providing the Service, (ii) maintaining, supporting, evaluating, diagnosing, improving and developing the Service (including without limitation provision and use of such personal information to train, develop and improve its machine learning and other artificial intelligence algorithms and other models, (iii) enforcing our rights under this Agreement, and (iv) as permitted with the Educational Institution’s, Educator’s or Parent’s consent. For clarity and without limitation, we may use Student Data for adaptive learning purposes or customized student learning and to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party.

4.8 Restrictions of Disclosure of Student Data. Literably is prohibited from using Student Data to (a) direct targeted online advertising to Students; (b) develop a profile of a Student, Parent, or other individual, other than for the purpose of providing educational services or as authorized by an Educational Institution, Educator or Parent; or (c) for any commercial purpose unless authorized by an Educational Institution, Educator or Parent or permitted by applicable law. Notwithstanding the foregoing, you agree that Literably may provide customized content, advertising and commercial messaging to Users from time to time, provided that such advertisements shall not be based upon Student Data relating to individually identifiable Students, unless we have received consent from the Educational Institution, Educator or Parent to have Student Data used for such purposes and to the extent such data use is permitted by applicable law.

4.9 Use of De-Identified Information. You agree that we may collect and, both during and after the term of our agreement, use De-Identified Information for the purposes of development, research and improvement of our Service and other educational sites, services and applications or technologies (including to train, develop and improve machine learning and other artificial intelligence algorithms and speech recognition models that may be used to support the provision of services to other customers), or as any other member of the public would be able to use De-Identified Information pursuant to 34 CFR 99.31(b), and that we may share such De-Identified Information with our vendors or other third-parties for such purposes. “De-identified Information” refers to data from which any direct and indirect identifiers have been removed or obscured in a way that minimizes the risk of disclosure of the identity of the individual. We agree not to attempt to re-identify De-Identified Information, and to contractually prohibit any third party to whom it is disclosed from doing so.

4.10 Literably’s Third-Party Service Providers. You acknowledge and agree that Literably may provide access to Student Data to our employees, affiliates, and to certain third-party service providers which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

4.11 User-Requested Third-Party Access. Literably may provide users the ability to use and access third-party services through the Literably Service, and to share data, including Student Data, with third-parties through the Service. You consent to allow us to provide access to Student Data to third parties through the Service as directed by the User. You acknowledge that we are not responsible for the data practices of third parties with whom you elect to share Student Data or permit Students to access through the Service, and that, as between us, you are solely responsible for the third party content and the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

4.12 Student Data Retention and Deletion Requests. Educational Institutions, Educators or Parents may request that we delete or retrieve Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days. A User seeking to modify, correct, or delete personal information in a Student's User Account that is connected to an active class profile will be instructed to contact the Educational Institution, Educator or Parent (as applicable) to discuss data deletion or modification. We do not delete or de-identify any Student Data associated with an active Educational Institution contract except at the direction of the Educational Institution. The Educational Institution is responsible for maintaining current class rosters and removing Student Data which the Educational Institution no longer needs for an educational purpose through the Service itself, if applicable, or by submitting a deletion request. We retain Student Data for a period of two years after termination of the contract to continue to provide the Educational Institution access to its records and aggregate reports, after which the Student Data will be deleted and/or de-identified, unless we receive a deletion request prior to that date. We are not required to delete data that has been de-identified such that it can no longer be used to identify an individual.

4.13 Terms of Service changes with respect to Student Data. We will use our best efforts to provide at least thirty (30) days' notice of a Terms of Service change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in our previous Terms of Service, so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by deleting your account before the changes take effect. You may request previous versions of this Terms of Service by contacting us at support@literably.com.

5. Privacy

We care about the privacy of our Users. You understand that by using the Services you acknowledge that Literably will collect, use and disclose your personally identifiable information as set forth in our [Privacy Policy](#), and that your personally identifiable information will be processed in the United States.

6. Professional Services

If Customer has purchased Professional Services, then the following terms and conditions will apply:

6.1 Performance of the Professional Services. Literably will perform the Professional Services set forth on the Sales Order. Literably has the sole right to control the method, details, and manner of performing the Professional Services, including, but not limited to, the right to hire and manage Literably's own personnel.

6.2 Access to Premises. To the extent the Professional Services require Literably to enter Customer's premises, Customer hereby grants Literably a right to access Customer's premises as may be required to provide the Professional Services. Literably will: (i) access and use Customer's premises solely for the purposes of providing the Professional Services and not to provide goods or services to or for the benefit of any third party or for any unlawful purposes, (ii) return Customer's premises to Customer in the same condition it was in prior to Customer's use of such premises, ordinary wear and tear excepted.

6.3 **Personal Injury or Property Damage Indemnification.** Without limiting any of Customer's indemnification obligations in the Sales Order or this Agreement, Customer will defend, indemnify, and hold harmless Literably against any personal injury or property damage claim brought against Literably; *provided however*, that Customer will not be obligated to indemnify Literably under this Section 3.3 to the extent such claim would not have arisen but for the gross negligence or intentional misconduct of Literably.

6.4 **Limitation of Liability.** WITHOUT LIMITING THE LIMITATIONS OF LIABILITY SET FORTH IN THE SALES ORDER OR THIS AGREEMENT, IN NO EVENT WILL LITERABLY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO LITERABLY'S PERFORMANCE OF THE PROFESSIONAL SERVICES EXCEED THE AGGREGATE FEES AND REIMBURSABLE EXPENSES ATTRIBUTABLE TO THE APPLICABLE PROFESSIONAL SERVICES UNDER THE APPLICABLE SALES ORDER.

7. **Publicity**

During the term of the Agreement, Customer consents to Literably's use of, and Customer hereby grants Literably a license to use, Customer's name, trade names, trademarks, service marks, trade dress, logos and other rights in indicia (collectively, the "**Customer Marks**") in Literably's marketing and promotion of the Software, the Professional Services, and Literably's other products and services. Such uses of the Customer Marks by Literably will be without Customer's prior written consent; *provided that*, Customer may submit a written request to Literably to cease use of the Customer Marks and within a reasonable amount of time following its receipt of Customer's written request, Literably will discontinue and—to the extent reasonably practicable—remove from any advertising or marketing materials, any of the Customer Marks.

8. **Security; Data Breach**

Literably cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. In the event we have a reasonable, good faith belief that an unauthorized party has gained access to or been disclosed personal information, including Student Data (a "**Security Event**"), that we have collected or received through the Service, we will promptly notify the Educational Institution or Educator and will cooperate with the Educational Institution's investigation of the incident. If, due to the Security Event, a notification to an individual, organization or government agency is required under applicable privacy laws, the Educational Institution shall be responsible for the timing, content, cost and method of any such legally-required notice and compliance with such laws with respect to all individual users associated with the School's license. Literably shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to User accounts that are not associated with an Educational Institution or Educator license.

9. **Third-Party Links and Information**

The Service may contain links to third-party materials that are not owned or controlled by Literably. Literably does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Literably's Privacy Policy do not apply to your use of such sites. You expressly relieve Literably from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers.

You agree that Literably shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

10. Indemnity

You agree to defend, indemnify and hold harmless Literably and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

11. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LITERABLY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, LITERABLY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, LITERABLY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND LITERABLY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LITERABLY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL LITERABLY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LITERABLY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL LITERABLY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO LITERABLY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH FIRST GAVE RISE TO LIABILITY OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF LITERABLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

13.1 Governing Law. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

13.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM LITERABLY. For any dispute with Literably, you agree to first contact us at support@literably.com and attempt to resolve the dispute with us informally. In the unlikely event that Literably has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco, California, unless you and Literably agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Literably from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

13.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND LITERABLY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

14. Additional Terms for Mobile Applications

14.1 Mobile Applications. We may make available software to access the Service via a mobile device ("**Mobile Applications**"). To use any Mobile Applications you must have a mobile device that is compatible with the Mobile Applications. Literably does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Literably hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Literably User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that Literably may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and Literably or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Literably reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

14.2 Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and

agree that this Agreement is solely between you and Literably, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Literably as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Literably as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, Literably, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Literably acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

14.3 Mobile Applications from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store (“**Google-Sourced Software**”): (i) you acknowledge that the Agreement is between you and Literably only, and not with Google, Inc. (“**Google**”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Literably, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Literably’s Google-Sourced Software.

15. General

15.1 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Literably without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

15.2 Notification Procedures and Changes to the Agreement. Literably may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Literably in our sole discretion. Literably reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Literably is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Literably may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the ‘last modified’ date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the

new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

15.3 **No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Literably's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

15.4 **Electronic Communications.** By downloading, accessing or using the Service, you consent to receiving electronic communications and notices from Literably. You agree that any notice, agreement, disclosure or other communications that we sent to you electronically will satisfy any applicable legal communication requirements, including, without limitation, that such communications be in writing.

15.5 **Contact.** Literably is located at 364 Utah St, San Francisco, CA 94103. Please contact us at support@literably.com with any questions regarding this Agreement.

15.6 **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with Literably in connection with the Service, shall constitute the entire agreement between you and Literably concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.



Renewal Quote

Prepared By Mary Kate Lyons

Bill To

South San Francisco Unified School
Dist

Phone (929) 274-3409

Date

25-May-2022

Email marykate@literably.com

Term (Years) 1

Quote For South San Francisco Unified
Renewal 2022-2023

Current Product Type	Current Product Type Description (click here for more details/visuals)
A-Z	- A-Z: assessment levels A-Z are graded for 2 minutes. - A-G: assessment levels A-G are graded for 2 minutes and H-Z for 1 minute. - Custom: product type varies (typically assessment levels A-Z are graded for 1 minute).

Product	Quantity	Standard Price	Your Price	Total Price
2 rounds, Grade K, Fluency	500	\$8.00	\$8.00	\$4,000.00
3 rounds, Grade 1, Fluency	500	\$8.85	\$8.85	\$4,425.00
3 rounds, Grade 2, Fluency	500	\$8.85	\$8.85	\$4,425.00
3 rounds, Grade 3, Fluency	500	\$8.85	\$8.85	\$4,425.00
3 rounds, Grade 4, Fluency	500	\$8.85	\$8.85	\$4,425.00
3 rounds, Grade 5, Fluency	500	\$8.85	\$8.85	\$4,425.00

Annual Software Subscription Price: \$26,125.00

Grand Total (adjusted for duration): \$26,125.00

To adjust the product type, number of licenses, type(s) of licenses, or number of years in the contract term, send an email to your Customer Success Manager or orders@literably.com - and we will send a new quote.

Please also email purchase orders to orders@literably.com. We will reply with an invoice referencing the PO number. If a PO is unnecessary, we will invoice for card payment. Invoices for card payment will only be sent once a sales order has been signed.

Notes:

- Literably's W-9 can be found at: https://literably-files.s3.amazonaws.com/W9_Literably.pdf.
- Payment terms are net-30.
- Prices may be changed without notice.
- All quotes are in U.S. dollars.
- Discounts are available for prepaid multi-year contracts.
- For customers on a Northern Hemisphere calendar, all subscriptions expire on July 31. For customers on a Southern Hemisphere calendar, all subscriptions expire on December 31.
- Purchase order or payment in full must be received by the expiration date to avoid interruption in services.
- Issuance of a purchase order or payment pursuant to this Quote shall indicate the customer has read and agrees to be bound by Literably's Terms of Service, available at <https://literably.com/terms>.

We can accept payment by:

Check:

Literably, Inc
Dept Ch 17770
Palatine IL, 60055-7770

Card:

Credit card invoices available. Please contact
support@literably.com for more information.

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: June 9, 2022

RE: Approval of Math Expressions CA 2015 K-5 1-year via Houghton Mifflin Harcourt for the 2022-23 school year

BACKGROUND:

Math Expressions by Houghton Mifflin Harcourt (HMH) is a proven Pre-K–5 curriculum that helps children make sense of math by exploring, discussing, and demonstrating their understanding of key concepts. Students learn how to look deeper and choose their own path to the answers, every lesson integrates mathematical processes and practices.

FISCAL IMPLICATIONS:

Math Expressions via HMH will provide the following for each grade level K-5: softcover activity books, online student activity books, SBAC test prep, homework/remembering collection and the teacher digital management center. Here is the breakdown per grade and number of students. The fiscal impact of \$132,741.92 will be funded by General Funds.

Kinder # students	1st grade # students	2nd grade # students	3rd grade # students	4th grade # students	5th grade # students	TOTAL
520 @ \$35.19	530 @ \$34.42	585 @ \$34.42	620 @ \$34.42	600 @ \$34.42	585 @ \$37.85	Tax @ \$11,930.17
\$18,298.80	\$18,242.60	\$20,135.70	\$21,340.40	\$20,652.00	\$22,142.25	\$132,741.92

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Houghton Mifflin Harcourt Math Expressions K-5 1 Year for the 2022-23 school year.



Houghton Mifflin Harcourt

Proposal #008392294

Prepared For

South San Francisco Unified SD

398 B St

S San Fran CA 94080

Attention:

Marianne Hew

mhew@ssfusd.org

For the Purchase of:

Math Expressions CA 2015 1YR

Prepared By

Cynthia Gonzales

cynthia.gonzales@hmfco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmfco.com/common/terms-conditions>

Grade K**Student Activity Books (Softcover)**

1567677	9780544258471	2015 California Math Expressions Student Activity Book Collection (Softcover) Grade K	c	\$35.19	520	\$18,298.80
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Total for Student Activity Books (Softcover)	\$18,298.80
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Student Gratis

1600576	9780544466555	California Math Expressions Online Student Activity Book Collection 1 Year Grade K	c	\$26.58	520
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1566519	9780544251816	GO Math! SBAC Test Prep Student Edition Grade K	c	\$5.19	520
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1567689	9780544258709	California Math Expressions Homework & Remembering Collection Grade K	c	\$20.50	520
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Total for Student Gratis	\$0.00
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Teacher Gratis

1567066	9780544256255	2015 California Math Expressions Online Teacher Digital Management Center 1 Year Grade K	c	\$228.07	27
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Total for Teacher Gratis	\$0.00
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<u>Total for Grade K</u>	\$18,298.80
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Grade 1**Student Activity Books (Softcover) w/Mathboards**

1567651	9780544259751	2015 California Math Expressions Student Activity Book Collection (Softcover) w/ Mathboard Grade 1	c	\$34.42	530	\$18,242.60
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Total for Student Activity Books (Softcover) w/Mathboards	\$18,242.60
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Student Gratis

1600577	9780544466401	California Math Expressions Online Student Activity Book Collection 1 Year Grade 1	c	\$26.58	530
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1566520	9780544251823	GO Math! SBAC Test Prep Student Edition Grade 1	c	\$5.19	530
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1567690	9780544258426	California Math Expressions Homework & Remembering Collection Grade 1	c	\$20.50	530
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Total for Student Gratis	\$0.00
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Teacher Gratis

1567026	9780544253322	2015 California Math Expressions Online Teacher Digital Management Center 1 Year Grade 1	c	\$228.07	28
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Total for Teacher Gratis	\$0.00
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Total for Grade 1					\$18,242.60	
Grade 2						
Student Activity Books (Softcover) w/Mathboards						
1567652	9780544258952	2015 California Math Expressions Student Activity Book Collection (Softcover) w/ Mathboard Grade 2	c	\$34.42	585	\$20,135.70
Total for Student Activity Books (Softcover) w/Mathboards					\$20,135.70	
Student Gratis						
1600578	9780544466418	California Math Expressions Online Student Activity Book Collection 1 Year Grade 2	c	\$26.58		585
1566521	9780544251830	GO Math! SBAC Test Prep Student Edition Grade 2	c	\$5.19		585
1567691	9780544258730	California Math Expressions Homework & Remembering Collection Grade 2	c	\$20.50		585
Total for Student Gratis					\$0.00	
Teacher Gratis						
1567029	9780544253339	2015 California Math Expressions Online Teacher Digital Management Center 1 Year Grade 2	c	\$228.07		30
Total for Teacher Gratis					\$0.00	
Total for Grade 2					\$20,135.70	

Grade 3						
Student Activity Books (Softcover) w/Mathboards						
1567673	9780544259973	2015 California Math Expressions Student Activity Book Collection (Softcover) w/ Mathboard Grade 3	c	\$34.42	620	\$21,340.40
Total for Student Activity Books (Softcover) w/Mathboards					\$21,340.40	
Student Gratis						
1600579	9780544466425	California Math Expressions Online Student Activity Book Collection 1 Year Grade 3	c	\$26.58		620
1566522	9780544251847	GO Math! SBAC Test Prep Student Edition Grade 3	c	\$5.19		620
1567692	9780544258747	California Math Expressions Homework & Remembering Collection Grade 3	c	\$20.50		620
Total for Student Gratis					\$0.00	
Teacher Gratis						

1567031	9780544256200	2015 California Math Expressions Online Teacher Digital Management Center 1 Year Grade 3	c	\$228.07		32
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Total for Teacher Gratis		\$0.00				
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<u>Total for Grade 3</u>		\$21,340.40				
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Grade 4

Student Activity Books (Softcover) w/Mathboards

1567674	9780544259416	2015 California Math Expressions Student Activity Book Collection (Softcover) w/ Mathboard Grade 4	c	\$34.42	600	\$20,652.00
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Total for Student Activity Books (Softcover) w/Mathboards		\$20,652.00				
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Student Gratis

1600580	9780544466456	California Math Expressions Online Student Activity Book Collection 1 Year Grade 4	c	\$26.58		600
1566533	9780544251878	GO Math! SBAC Test Prep Student Edition Grade 4	c	\$5.19		600
1567693	9780544258372	California Math Expressions Homework & Remembering Collection Grade 4	c	\$20.50		600

Total for Student Gratis		\$0.00				
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Teacher Gratis

1567032	9780544256224	2015 California Math Expressions Online Teacher Digital Management Center 1 Year Grade 4	c	\$228.07		32
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Total for Teacher Gratis		\$0.00				
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<u>Total for Grade 4</u>		\$20,652.00				
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Grade 5

Student Activity Books (Softcover) w/Mathboards

1567675	9780544258433	2015 California Math Expressions Student Activity Book Collection (Softcover) w/ Mathboard Grade 5	c	\$37.85	585	\$22,142.25
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Total for Student Activity Books (Softcover) w/Mathboards		\$22,142.25				
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Student Gratis

1600581	9780544466487	California Math Expressions Online Student Activity Book Collection 1 Year Grade 5	c	\$26.58		585
1566534	9780544251892	GO Math! SBAC Test Prep Student Edition Grade 5	c	\$5.19		585
1567694	9780544258723	California Math Expressions Homework & Remembering Collection Grade 5	c	\$20.50		585

Total for Student Gratis	\$0.00
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Teacher Gratis

1567063	9780544256231	2015 California Math Expressions Online Teacher Digital Management Center 1 Year Grade 5	c	\$228.07	30
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Total for Teacher Gratis	\$0.00
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<u>Total for Grade 5</u>	\$22,142.25
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<i>Total Savings:</i>	\$220,633.33
<i>Subtotal Purchase Amount:</i>	\$120,811.75
<i>Shipping & Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$11,930.17

<i>Total Cost of Proposal (PO Amount):</i>	\$132,741.92
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Total Cost of Proposal (PO Amount): \$132,741.92

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
South San Francisco USD	South San Francisco USD
398 B St	398 B St
South San Francisco, CA 94080-4423	South San Francisco, CA 94080-4423
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/16/2022

Proposal Expiration Date: 6/30/2022



Houghton Mifflin Harcourt

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: June 9, 2022

RE: Approval of Elementary Science Textbook Adoption Twig Science for the 2022-31 School Years

BACKGROUND:

The Next Generation Science Standards (NGSS) were adopted by the State of California in 2013. With the change in standards, came a change in curricula to align with the expectations of the NGSS. The State released a “recommended” curricula adoption list in 2018 and continues to evaluate curricula and update the list. The purpose of this formal adoption request is to provide all SSFUSD elementary teachers and students access to high-quality, NGSS-aligned curriculum and materials, which is the first step to achieving the District's science vision of ensuring all students consistently engage in “high-quality science learning”.

Twig Science is a NGSS-aligned curriculum designed for students in grades TK-5. Twig will serve as the primary science instructional resource for all TK-5 teachers and students. The Twig program provides printed and digital resources for both teachers and students, and the cost also includes eight years of materials and consumables.

The process to choose the new curriculum was comprehensive, in-depth, and rooted in best practices, for selecting an appropriate curriculum that meets both the needs of our students, and teachers, and is aligned with the NGSS. Teachers were recruited during the 2020-21 school year to engage in the NextGen TIME process, which is a suite of tools and processes for curriculum-based professional learning that supports educators to evaluate, select, and implement instructional materials designed for next generation science. Thirty-two (32) elementary teachers representing all sites and all grade levels opted in to the

process and piloted curricula during the 2021-22 school year, ultimately recommending the adoption of *Twig Science*.

Currently, a three-year rolling implementation plan is being finalized, which will allow teachers to choose during which year (2022-23, 2023-24, or 2024-25) they will initiate implementation with the firm goal of providing all elementary students with consistent, high quality science learning by the 2024-25 school year. Fortunately, due to Genentech grant funding, EDS will provide robust teacher support throughout the process led by the Elementary Science TOSA.

FISCAL IMPLICATIONS:

The eight (8) year adoption beginning 2022-23 through 2030-31 elementary science adoption will cost approximately \$1,300,000 for all students enrolled in grades K-5. Genentech grant funding will be used to cover the costs of the elementary science adoption.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve *Twig Science* as the core elementary science for students in grades K-5 for an eight (8) year adoption period. The adoption will begin during the 2022-23 school year and end during the 2030-31 school year.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 9, 2022

RE: Approval of the Agreement with Qualtrics for the 2022-23 school year.

BACKGROUND:

Qualtrics will provide SSFUSD with services that will allow authorized users to enter, amend, use, delete or otherwise process personal data. This agreement will also include a licensed contractor through the implementation of an agreed-upon project, CESA 6 consultants will train identified District staff on the Qualtrics platform, including the integration of XM directory, survey design and deployment, and dashboard integrations.

FISCAL IMPLICATIONS:

The financial impact of \$32,000 and the CESA 6 Consultant fee of \$4,800 will be funded with the ESSER III Funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement/consultant with Qualtrics for the 2022-23 school year in the amount of \$36,800.

Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 USA ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit - Professional Services Exhibit(s)	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		
To be completed by Customer		
Regional Data Center:	US	Purchase Order Number (if any):
Email Address for Invoice Submission:	slosno@ssfusd.org	Shipping Address:
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:
		398 B Street Attn: South San Francisco Unified School District South San Francisco USD South San Francisco CA United States 94080

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Chase Barney	Name: Ted O
Phone:	Phone:
Email: cbarney@qualtrics.com	Email: tedo@ssfusd.org

Service Level Exhibit**Service Levels**

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
01-Aug-2022	31-Jul-2023	12

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Aug-2022 TO 31-Jul-2023	Cloud Professional	\$32,150.00 \$0.00	Effective Date	Net 30	Q-1728424
Total		USD \$32,150.00			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

[Description of Services on following page]

Order Form

YEAR 1
Q-1728424

CLOUD SERVICE

Vocalize

Additional Theme
Text iQ
Vocalize Core : 5000
Stats iQ
Role Based Dashboards
District Level Access
Advanced Security Management
XM Directory - State of the Art

Closed Loop Followup
Additional Brands
Developer Tools
Included Authors : 10
Included Users
Included Theme
Research Suite Core : 5000
Included Brands
Advanced Features Package



CONTRACT

Learning and Assessment Services

July 2022 - June 2023

CLIENT	CLIENT CONTACT
South San Francisco Unified School District 398 B Street South San Francisco, CA94080	Ted O Assistant Superintendent of Business Services tedo@ssfusd.org +16508778702

PROVIDER	
CESA 6 Nick Kohn Consultant, Learning and Assessment nkohn@cesa6.org	<i>For assistance with this contract, please contact:</i> Susan Zolkowski Program Assistant szolkowski@cesa6.org 920-236-0525

This contract is between Cooperative Educational Service Agency No. 6 (CESA 6), party of the first part, and South San Francisco Unified School District (Customer). This contract is subject to the general terms and conditions of CESA 6. CESA 6's general terms and conditions can be accessed at [CESA 6 Terms and Conditions](#).

- 1. Scope.** CESA 6 as the Service Provider agrees to provide, through qualified personnel, the services set forth in the below highlighted Statement of Work and the Customer agrees to purchase from CESA 6 the products and services outlined in said Statement of Work.
- 2. Payment.** Customer agrees to pay for all products and services provided/rendered and as set forth in the Statement of Work to CESA 6 at 2300 State Road 44, Oshkosh, Wisconsin 54904, on or before the first of the month following receipt of the invoice. If you require a purchase order, please have a purchase order issued prior to signing this contract and note the purchase order number below when signing.
- 3. Contract Term** This agreement shall be effective for the initial term as outlined in the Statement of Work.
- 4. Binding Effect** This agreement together with the Statement of Work and the attached terms and conditions shall constitute the full and complete agreement of the parties hereto their successors or assigns and shall be binding on such entities and their administrators, boards, employees or agents thereof.

Signatures to follow on the next page

ACCEPTANCE OF SERVICE: I agree to the terms as laid out in this proposal and certify that I have the authority to make this authorization.

IN WITNESS WHEREOF, the parties acknowledge that they have reviewed and agree to be bound by the CESA 6 Terms and Conditions contained herein as of the date first above written.

South San Francisco Unified School District

Signature

Date

Name

Title

Purchase Order Number:

CESA 6

Signature

Date

Nick Kohn
Name

Consultant, Learning and Assessment
Title

Signature

Date

Eric Larsen
Name

Director, Learning and Assessment
Title

Signature

Date

Jeanne-marie Ciriacks
Name

Chief Academic Officer
Title

EXHIBIT A STATEMENT OF WORK

TERM July 2022 - June 2023

KEY PERSONNEL Learning, Assessment, Data and Accountability Center Staff

SERVICES AND PRODUCT The following pricing table below displays the cost of service(s) and products(s) that will be delivered.

Name	Price	QTY	Subtotal
Qualtrics Implementation Services-2022-2023 August 1st 2022-November 30th, 2022	\$4,800.00	1	\$4,800.00

Subtotal **\$4,800.00**

Total **\$4,800.00**

EXHIBIT B PRODUCT/SERVICE TERMS AND CONDITIONS

SCOPE OF WORK

CESA 6 consultants will provide up to 24 hours of direct and indirect training and development support related to the district's implementation of the Qualtrics platform. More specifically, the implementation will culminate with the deployment of a program evaluation dashboard related to the district's school counseling program.

Technical Training & Onboarding:

Through the implementation of an agreed-upon project, CESA 6 consultants will train identified district staff on the Qualtrics platform, including the integration of XM directory, survey design and deployment, and dashboard integrations. Specific training topics will be in these areas:

Account Setup and XM Directory

Surveys

Dashboards

The goal of the implementation training is to prepare identified staff to leverage the Qualtrics platform for future survey and dashboard projects.

Project Design and Deployment:

The identified implementation project that will be used for training is the creation, design, and deployment of a program evaluation dashboard related to the district's school counseling program. The dashboard will include multi-point data and will be filterable by a variety of factors. CESA 6 consultants will provide both

assistance and hands-on building of the dashboard alongside identified district staff. CESA 6 consultants will also provide advice on how to best analyze the data, and what evidence-based actions to take as a result of the data.

Initial Implementation Contracted Hours:

The initial implementation period referenced above includes 24 hours of direct and indirect training related to the project.

Direct training includes:

Weekly one to two-hour virtual synchronous implementation training sessions.

Asynchronous virtual training videos, system development, and tech support.

Indirect training includes:

Offline consultant preparation time.

Offline design time.

Tech support on behalf of the client.

CESA 6 consultant support will continue until the agreed-upon hours have expired AND the program evaluation dashboard project has been deployed to the satisfaction of the client.

TIMELINE OF SERVICES

August 1st 2022-November 30th, 2022

DISTRICT RESPONSIBILITY

The client will be responsible for providing the consultant with access to the Qualtrics system, the collection and sharing of needed data files, scheduling and attending agreed-upon training sessions with the consultant, and the application of learning through agreed-upon projects.

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: June 9, 2022

RE: Approval of Tentative Agreement between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association

BACKGROUND:

Representatives of the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association met and negotiated a Tentative Agreement. The signed Tentative Agreement is attached.

FISCAL IMPLICATIONS:

There is no financial impact on the general fund. The funds will come from Fund 12, Children Center

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt the Tentative Agreement between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association.

**Tentative Agreement
South San Francisco Unified School District and
the South San Francisco Classroom Teachers Association
Children's Center Negotiations
For the 2021-22 School Year
June 1, 2022**

The South San Francisco Unified School District (SSFUSD) and the South San Francisco Classroom Teachers Association (SMECTA), collectively the Parties, have completed 2021-22 negotiations for Article 18 Children's Center.
SSFCTA

The Parties have tentatively agreed to the following changes to Collective Bargaining Agreement to the Children's Center Salary Schedule Article 18 Children's Center to become effective upon ratification by the Parties.

Article 18 Children's Center

A. Additional Compensation, Children's Center Salary Schedule (Appendix D)

In addition to the 3% general salary schedule increase previously negotiated and implemented for the 2021-2022 school year, the Children's Center salary schedules (Appendix D) shall be increased by an additional 5%, retroactive to July 1, 2021. (TA 5/27/22)

B. Teaching Hours

2. All full-time Children's Center Permit and Credentialed unit members shall be entitled to a non-inclusive duty-free **and uninterrupted** period of thirty (30) minutes in lieu of a meal period. Time of this duty-free period shall be determined by the Children's Center Administrator. (TA-9/28/21)
3. All full-time Children's Center Permit and Credentialed unit members shall be entitled to two (2) uninterrupted and duty-free fifteen-minute breaks. The fifteen-minute breaks shall not occur immediately before or after the 30-minute duty-free period without prior consent from the unit member and the times of the breaks will remain flexible. (TA-9/28/21)
4. In addition to the above time, unit members are responsible for other instructional day duties which include, program development, professional growth activities, parent conferences and meetings, committee assignments, faculty and District meetings, back-to-school nights, student supervision, and other assignments which are necessary for the efficient operation of the Children's Center.
5. Except as provided for in Item 6, below, required attendance at staff meetings and staff development programs shall occur within the defined work day of each unit member at the Children's Center.
6. (no change to existing language)
7. The District shall attempt to avoid split shifts in which unit members must return to the work site for additional hours (TA-5/27/22)

E. Vacation

4. ~~All vacation earned prior to July 1, 2015 will be reserved in a separate account as "banked vacation" and is not subject to the following limitations. Beginning~~ Effective July 1, 2015, no unit member shall

be permitted to carryover more than two years of vacation entitlement for use the following year. If the employee's vacation accrual exceeds the maximum two years total described above, the Assistant/Associate Superintendent for Business Services will approve a payout of up to one year of accrued vacation time. Vacation accrued prior to July 1, 2015 will be expended over a three-year period commencing with the 2015-2016 school year. Banked vacation that is not expended during that time period will be paid for in cash. (TA-9/28/21)

For SSFCTA

Shari Giusti

For SSFUSD

Jay Spaulding

Date: June 1, 2022

Signature: 
Jay Spaulding (Jun 1, 2022 11:32 PDT)

Email: jspaulding@ssfusd.org

Signature:

Email: d.l.ferrari@att.net

Date: June 1, 2022

Signature: 
Shari Giusti (Jun 1, 2022 19:34 GMT+1)

Email: shgiusti@aol.com

Signature:

Email: tlw180@gmail.com

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: June 9, 2022

RE: Adoption of Resolution #22-48 for Budgetary Increases and Transfers

BACKGROUND:

Per Education Code Sections 42601 and 85201, the San Mateo County Office of Education Superintendent of Schools needs a Board authorized resolution to make any necessary transfers or budget adjustments to permit payment of obligations of the District at year-end.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #22-48 authorizing the San Mateo County Office of Education Superintendent of Schools to make any necessary transfers or budget adjustments to permit payment of obligations of the District at year-end.

RESOLUTION #22-48

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FISCAL YEAR 2021-22

RESOLUTION FOR BUDGETARY INCREASES AND TRANSFERS AT YEAR END

WHEREAS, Education Code Section 42600 limits school district expenditures in each major expenditure classification to the total budgeted amount, as approved by the Board of Trustees of the school district;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees, in accordance with Education Code Sections 42601 and 85201, does hereby authorize the San Mateo County Superintendent of Schools to make transfers between the unappropriated fund balance and expenditure classifications, and to transfer budgeted amounts between expenditure classifications, as necessary to permit payment of obligations of the district for the current year, and

BE IT FURTHER RESOLVED that two copies of this resolution be forwarded to the San Mateo County Superintendent of Schools for approval.

REGULARLY passed and adopted this 9TH day of June 2022.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

District Superintendent

County Superintendent of Schools

Date Approved/Filed

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: June 9, 2022

RE: Denial of Claim

BACKGROUND:

A claim has been submitted by an employee whose personal item was stolen from her desk. She is asking for the District to reimburse her for the cost.

FISCAL IMPLICATIONS:

The claim requests \$325

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees deny this claim and refer it to the District's insurance carrier.