

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, May 12, 2022**

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

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

The Board of Trustees invites the community to participate in this meeting in-person. **It is strongly recommended that in-person attendees continue to wear a mask or face covering during the meeting. Attendees must show either proof of COVID-19 vaccination or negative COVID-19 test results taken within the prior 72 hours.**

The Board meeting will be streamed live and you can view it by visiting this web page for the Board meeting streaming link: <http://www.ssfusd.org/onlineboardmeeting>
(The link will be active shortly before 7:00 p.m. on May 12)

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 - 6:00 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 - 7:00 p.m.

B. ROLL CALL

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

- C. PLEDGE OF ALLEGIANCE** will be led jointly by Junipero Serra ES student Sasha Chavez and Skyline ES student Leighana Wilmes.

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. Recognition for outgoing Student Trustee Verino
- b. Other

L. STUDENT TRUSTEE REPORTS

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

M. 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/boardmeeting05122022> beginning at 3:00 p.m. on Monday, May 8, until 3:00 p.m. on Thursday, May 12. 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.

N. INFORMATION ONLY PRESENTATIONS

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

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Junipero Serra Elementary School

Principal Teresa Sampayan will present educational priorities and programs at Junipero Serra ES.

**b. Teaching and learning presentation:
Skyline Elementary School**

Principal Luann Daniel will present educational priorities
and programs at Skyline ES.

O. PRESENTATIONS WITH POTENTIAL ACTION - None

P. 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, April 14, 2022.	1 - 33
b. Proposed Board of Trustees' meeting calendar for the 2022-23 school year.	34 - 35
2. EDUCATIONAL SERVICES	
a. Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.	36
b. Project Lead the Way Grant for the 2022-25 school years.	37 - 45
3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	46
4. BUSINESS SERVICES	
a. Gifts to the District, April 2022.	47 - 48
b. Fundraising events for the 2021-22 school year.	49
c. Professional service agreements under \$25,000.	50 - 51
d. Contract renewal or legal services with Dannis, Woliver, and Kelley (DWK) for FY2022-24.	52 - 55

<u>ACTION</u>	<u>PAGE</u>
1. ADMINISTRATION	
a. Approval of SSFUSD and SSF PD School MOU for Resource/Liaison Officers on School Campuses Staff recommends the approval of an MOU, (version 15) between the SSFUSD and the SSF PD regarding the SLO program on school campuses, as presented to the Board.	56 - 84
b. Approval of SSFUSD's Strategic Plan Staff recommends the approval of an agreement with Attuned Education Partners to facilitate the Strategic Plan process in SSFUSD, as presented to the Board.	85 - 86
2. EDUCATIONAL SERVICES	
a. Approval of DocuSign, Inc. Agreement Staff recommends the approval of the agreement with DocuSign, Inc. to provide secured and stored documents for the 2022-24 school years, as presented to the Board.	87 - 91
b. Approval of a Big Lift Supervisor Independent Contractor Agreement Staff recommends the approval of an independent contractor agreement with Roselle Loudon for the Big Lift Supervisor position for the 2022-23 school year, as presented to the Board.	92 - 101
c. Approval of Amendment to the Professional Service Agreement with Avid Translation Staff recommends the approval of 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, as presented to the Board.	102 - 108
d. Approval of the California College Guidance Initiative (CCGI) for the 2022-23 School Year Staff recommends the approval of a data sharing and services agreement with CCGI for the 2022-23 school year, as presented to the Board.	109 - 132

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- 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** 133 - 145

Staff recommends the approval of an agreement with the SMCOE, the SCCOE, and SSFUSD for data warehouse services and interagency data sharing for the 2022-23 school year, as presented to the Board.

- f. Approval of a New Course Proposal** 146 - 154

Staff recommends the approval of a course of study in AP Microeconomics at SSFHS for the 2022-23 school year, as presented to the Board.

3. HUMAN RESOURCES

- a. Approval of a Variable Term Waiver** 155

Staff recommends the approval of the Variable Term Waiver for Tiffany Tan, a certificated employee at ECHS, as presented to the Board.

4. BUSINESS SERVICES

- a. Resolution No. 22-45 for Fund 11 and Fund 14** 156 - 158

Staff recommends the adoption of Resolution #22-45: Authorizing the establishment of fund balances for Fund 11- Adult Education and Fund 14 - Deferred Maintenance.

- b. Approval of All City Management Cross Guard Services** 159 - 165

Staff recommends the approval of the agreement with All City Management to provide crossing guard services for the 2022-23 school year, 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.

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

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT in memory

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: ncantlev@ssfusd.org

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of April 14, 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 - 7:00 p.m.

A. CALL TO ORDER

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present via <i>teleconference from Baden HS room #6</i> Ms. Abigail Verino, Student Board Member - 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 Sunshine Gardens ES student Sarai Ambrosia Gabrillo. Principal Leticia Gonzalez said Sarai was nominated to participate in the Gene Academy program beginning in third grade. She is an incredible student, always giving her best to everything she does, both in and out of the classroom. She is responsible, engaged in learning, encourages other students, and takes on a leadership role. She enjoys spending time with her family and takes the role of big sister seriously.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REVIEW OF AGENDA - no changes.

- F. PTA COUNCIL REMARKS** - PTA Council President John Sanna thanked Trustee Chialin Hsieh, Assistant Superintendent Ted O, and Trustee Patricia Murray for attending the recent PTA Council meeting. At this time of the year, PTAs are holding elections to fill their boards and have viable units to start the next year. He was pleased to report that many units have returning board members. If any board is unable to get a proper slate, the Council will assist them. They are also planning for end of the year activities and several units are actively fundraising. He said their units are very strong and they look forward to moving on into the next year.

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - Elizabeth Bales-Stutes spoke about the mask mandate. She said the majority of people would prefer to keep the mandate in place. Personally, she wants to maintain the mandate since many community members are immunocompromised, making COVID more dangerous for them. She also noted that a few young adults in the ATP program have not been able to attend classes since they cannot wear masks and are not getting the education they deserve.

South San Francisco Classroom Teachers Association - President Danny Yanow announced that Heather Burns was elected SSFCTA President for next year. He said she has a strong union family and will serve as a great advocate for their members. Next year, hopefully with the end of the pandemic, will be challenging for educators since problems COVID has exacerbated will be even more in the foreground. These include gaps in educations, mental and emotional strains, and economic pressures on family, especially those at the lower end of the socioeconomic level. The teacher and paraprofessional shortage and lack of substitutes will add to the difficulty in the District. President Yanow spoke about the payroll problem in SFUSD which resulted in some teachers unable to pay rent or buy food. "What a disgrace, that in the wealthiest country in the world, in the most prosperous State in our nation, teachers are working paycheck to paycheck." "What this says about the priorities of our country is truly disturbing." He stressed the importance of the bargaining team settling on an agreement before the end of the school year. Since the District is competing for the best teacher candidates, they need to offer an attractive salary package.

Speaking for himself and not CTA members, his opinion, based on science, is that the pandemic has had a greater impact on the economically disadvantaged and everyone should consider them when making a masking decision. SSFUSD

seniors want to end their last year as normal as possible, which would be ruined by a surge in COVID cases. In the spirit of Ramadan, Easter, and Passover, he wished everyone a great holiday season.

California School Employees Association Chapter 197 - President Jolene Malfatti said she agreed with President Yanow regarding the mask mandate. She hopes to have the first CSEA gathering during Classified School Employee Week, the third week in May. She reported being invited by City Councilmembers to a meeting with Assemblymember Kevin Mullin, community leaders, and Board members, which was very informative. She said he is progressive, supports education, and has been endorsed by many labor unions.

H. PERSONNEL COMMISSION - Assistant Superintendent Jay Spaulding reported that that the next Commission meeting will take place on April 18, 2022.

I. ITEMS FROM BOARD

Trustee Murray reported that on April 13, she attended another General Plan Committee meeting where the climate action plan was discussed. Members are looking for community feedback at the upcoming April 20 meeting and pop-up meetings. Information is available at shapessf.net. She also encouraged families to access ssf.net for Mayor Mark Nagales' comprehensive weekly newsletter. One item he recently included is that the City is offering the 2022 Jack Drego Cultural Arts Commission Youth Art Scholarship up to \$3,000 for District seniors.

J. SUPERINTENDENT'S REPORT

a. Kent Awards update - Superintendent Shawnterra Moore said the annual awards are given to recognize innovative and replicable programs being implemented in a school district, the SMCOE, or a community college district in San Mateo County. This year, SSFUSD has two schools that have submitted applications, which hopefully will be awarded.

b. LCAP community input meetings - Dr. Moore spoke about the Local Control Accountability Plan (LCAP), a three-year plan which includes District goals, actions, and services as well as expenditures that support positive student outcomes that address both State and local priorities. This is an opportunity for District educators to understand how, what, and why our programs and services are selected, and to have feedback into the community needs. California Dashboard data is analyzed to understand root causes. Then input and recommendations for future District goals are received. The community is encouraged to participate in the meetings and be part of the conversation. She reported that yesterday, the Ed Services Department held the first community input meeting for the 2022-23 LCAP. There were 23 participants including three Trustees. Ed Services will send out an LCAP survey which includes prompts from the presentation to elicit

feedback. The second meeting is planned for April 27, via Zoom.

- c. **Helix Cup competition** - the Superintendent said this is the tenth year of the Helix Cup, an annual hands-on science competition for problem solving skills and team work. Helix is part of the Genentech Futurelab partnership and is an important middle school program for the District. In the spring semester, 8th graders compete in three challenges which engage them in real world applications of science. Semi-finals begin tomorrow and then the top three teams from each middle school advance to the finale and compete for the Helix Cup on May 12 at Serra Vista.
- d. **Update on school breakfasts** - Dr. Moore said Director Mary Jennings is trying to stagger the return of the District's breakfast program, which requires hiring more staff. On April 11, she started the Grab and Go breakfast at Parkway Heights MS until the end of the school year. The program will be implemented at the other middle schools' cafeterias an hour before school starts, beginning April 19. Unfortunately, there is not enough staff to serve breakfast before school at the elementary sites, but it is being worked on. They are considering shelf-stable breakfast items to be passed out at lunchtime for the next day for students

K. 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; the junior and senior prom, with the theme "Written in the Stars" was an immense success; in honor of April being Sexual Awareness Month, the Student Trauma Open Platform (STOP) successfully hosted a rally themed "We Stand With You" where over 300 students attended; auditions take place tomorrow for dance; Spring sports have been in full swing with wins in baseball, softball, badminton, and track and field; the Cheer team has concluded tryouts for the 2022-23 year; varsity senior baseball player Joey Pierotti was honored as Athlete of the Week; clubs have been in election season for the past few weeks, selecting new club officers for next year and wrapping up any year-long service projects; ASB is hosting an Easter Egg Hunt where students who find eggs on campus can turn them in for a special treat; student leaders are being interviewed to join the ASB class next year; the WASC accreditation visit was a success with students, staff, and the community coming together to show what great progress has been made over the past seven years and the visiting committee was very impressed, especially with the school pride, so they are confident of being awarded another six years of accreditation; 11th and 12th graders will be taking the State CAASPP test next week; the Dance department is performing a show themed "Emotion in Motion" being held on May 5 through May 7; Senior Awards Night is taking place on May 10 during which the scholarship winner, award winners, and the class of 2022

valedictorian and salutatorian will be announced; Senior final exams will be on May 19 and 20, and final exams for grades 9 through 11 will be May 24 to 26; and graduation will be held on May 26 on Colt Field.

Student Trustee Verino said attendance was great following spring break with not many COVID cases reported. "Let's use this as a reminder to continue actively testing and doing our part in ensuring our safety as well as our community's." She wished everyone a great holiday celebration this month.

2. Samantha Avila Gomez, Fall Student Trustee and ASB President South San Francisco High School shared the following news from her school; On March 23, Earth Club had their "Dinner in the Dark" in the new outdoor learning space; on March 25, a morning vigil was held for Dayra Flores, a SSFHS sophomore, where friends remembered her; Day on the Green took place on March 25 with a radio station, food vendors, games, and a petting zoo all made possible through ASB fundraisers; the ASB roster for 2022-23 has been finalized with over 70 students showing interest in running for commissions and class office; 40 staff and students made donations of blood and plasma in today's blood drive; prom is being held on April 16 at the Kohl Mansion in Burlingame, with the theme of "Enchanted Forest"; ASB continues to fundraise and these events are posted on [ssfhs_asb](#); spring sporting events are available to view on YouTube; during the next two weeks, the spring sports teams will play games during lunch in the quad; on April 20 there will be a vintage car show on campus; On April 22, the Cheer Squad showcase will be held; Senior Night will happen on April 22; the spring Ballet Folklórico concert takes place on April 29 and May 1 at the SSFHS auditorium; a Glow in the Dark dodge ball game will be played on May 2; on May 6, the Dance program is having a performance; and a farewell rally takes places on May 13.

Student Trustee Avila Gomez acknowledged Director Jennings and warehouse staff for bringing back the breakfast program, which made students happy. The school is working on promoting this to their students so they can be hired for the program and can help change the lives of other students.

She thanked Mr. Yanow for being a big reason for who she is today. She and Westborough MS alumni are sad to see him retire. "He got students to question why things were the way they were, and if we were upset at them, what we would do to change them. There's so many teachers like him in our District and part of appreciating them is (not only) listening to their concerns, but actually acting on their concerns."

L. PUBLIC COMMENTS – None at this point in the meeting.

M. INFORMATION ONLY PRESENTATIONS

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Sunshine Gardens Elementary School

Principal Leticia Gonzalez presented educational priorities and programs at Sunshine Gardens ES. During her presentation, she recognized the following parent volunteers who received certificates of appreciation from the Board: Zahyra Garcia, Hermalinda Martin, Yukako Matsunaga, Katrina San Felipe, and Michelle Varilla.

She said “Sunshine Gardens is a community of caring parents, devoted teachers and staff, and dedicated learners. We are a school community that is committed to supporting every student and family so that they reach their fullest potential. Focusing this school year around goals of academic achievement and social emotional learning, we utilized our Wednesday Professional Learning Communities, bi-monthly staff meetings, and school committee meetings, to identify areas that we can improve upon. We believe that every child is capable and our site decisions are based with students as the top priority. Although we have had the chance to scratch the surface this school year, we know that we still have room for growth.” “We have made every attempt to make this school year as normal as possible so that they don’t miss out on another school year of academic engagement, co-curricular activities, and interactions with peers.”

District vision and LCAP Goals/District Priorities

Principal Gonzalez said Sunshine Gardens ES site goals align with the LCAP and District Priorities. They are committed to building and sustaining a positive and collaborative school culture where learning is at the forefront. The data collected and shared is used to drive instruction forward. In addition, input from the Teacher Leadership Team (TLT) and School Site Council help to refine the focus.

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 Gonzales said Sunshine Gardens ES is focusing on the engine and the gas tank. She said they are using PLC time to check student progress, adjust their instruction, and have data discussions to see what the needs and next steps are.

Mission Statement

The mission of Sunshine Gardens is to prepare all students with 21st century skills and the foundation to become Global Citizens. The staff,

families, and community work together to create a safe and engaging environment for the whole child that ensures student success, builds character, and celebrates diversity. We encourage our students to be their best selves and to reach their goals.

Principal Gonzalez said this is evident every morning as they begin school on a positive note with morning virtual announcements which include the Pledge of Allegiance, School and Safety rules, and Character Trait of the Month. This has been a great way to build community, especially during COVID. Teachers and staff contribute in modeling positive interactions to students. Weekly photos are compiled into a school video to showcase students exhibiting the monthly character trait theme. Students learn every day to make better choices. She noted that teachers are implementing Tier 1 interventions in areas of social emotional learning, literacy, writing, and math. Her site continues to support staff in relevant professional development (PD) opportunities that help to bridge the gaps based on the learning needs of their students. Through the use of family surveys and school committees, they have begun to reestablish parent communications.

LCAP Goal 1 - ELA and Math - ELA and Math benchmarks will increase by 10% as measured by beginning and end of the year data (Literably/Math Unit Assessments) for all student groups including English Learners (ELs), SpEd, and students identified as having low socially economical status (Low SES).

LCAP Goal 2 - Professional Development - Staff will continue professional growth in analyzing data, small group instruction, literacy and writing strategies, in order to better support their students.

LCAP Goal 3 - Parent, and Community Engagement - Sunshine Gardens ES staff will successfully engage families of the most underserved and vulnerable student subgroups (ELs, Low SES, and SpEd).

Student Population

Sunshine Gardens ES has 337 students this year. 46% are identified as socioeconomically disadvantaged, 35% are ELs, and 15% are students with disabilities. As a Title 1 community, their CARE TEAM, comprised of a Reading Specialist, Special Education Specialists, and School Psychologist, meets monthly to monitor students who may need additional academic interventions, behavior supports, and social emotional services. This team has had success in helping teachers reach their students and match them to specific Tier 2 interventions, in order to bridge their needs to specific services.

The school has a diversity of ethnic backgrounds, languages, and

cultures with 55% of students being Hispanic/Latinx, 19% Filipino, 11% Asian, 8% White, 3% Black/African American, 2% Pacific Islander, and 2% Native American/Alaska Native. Ms. Gonzalez said the impact of collaborating and creating solutions with students from different religions, genders, economic backgrounds, and student learning styles has a lifetime of positive reward for students.

Attendance 2021-22

Principal Gonzalez said their attendance data shows they remained at over 90% every month with the exception of January due to the Omicron variant. Their weekly COVID pooled testing, in which over 90% of staff and 83% of students participate, has helped to ensure the students are healthy and can continue to learn safely at school.

Literably Data and DIBELS

The school has been through two Literably Reading Assessments this year. Kindergarteners took the Literably assessment for the first time in February and 78% are approaching, at, or above grade level. The 1st through 5th graders made gains in their reading levels across the board. Several students from out of the District or those returning from virtual learning in October and November were unable to show growth from the start of the year since they missed the September assessment. Principal Gonzalez said teachers are proud of the students' progress and looking at data to inform their instruction, they recognize there is room for growth.

Principal Gonzalez said their Dynamic Indicators of Basic Early Literacy Skills (DIBELS) data has helped provide additional information around the acquisition of literacy skills. Detecting risk and monitoring the development of early literacy skills has been key when matching students with supports.

The site has also have provided PD opportunities and coaching with The Write Tools program to establish writing as a focus daily. These strategies are research-based and standards aligned and allow for teachers to model the writing strategies in their classrooms.

In March they reviewed the Literably and DIBELS data and realized there is still work to do. They are committed to collaboration to find ways for supporting students, aligning teaching practices, setting up data meetings, and participating in small groups across content areas.

MATH IXL

Principal Gonzalez reported that Math Academic Centers before and after school were started in November for students needing more intervention. Teachers use Math IXL in TK-5 to help with differentiating instruction, help students grow in their math skills, and teach the skills

directly to the students that need the additional support. IXL is a learning platform shown to improve outcomes for all students resulting in greater growth on State assessments. She said the site will have a .5 FTE Math Intervention Teacher next year to keep the momentum of math growth for students.

CAASPP Testing

83% of students in 3rd through 5th grade took the 2020-21 online tests at home, although many parents opted out. The Federal rate of participation is required to be over 95%. Principal Gonzalez compared her school's standards met or exceeded percentages to those of the District and San Mateo County. The site will use this as a data point in where they are and how much room they have to grow.

CAASPP Sunshine Gardens ES/SSFUSD/SMC Standards Met or Exceeded			
	SSG	SSFUSD	SMC
ELA			
3 rd grade	27%	44%	57%
4 th grade	39%	39%	57%
5 th grade	55%	50%	62%
Math			
3 rd grade	23%	45%	59%
4 th grade	32%	37%	55%
5 th grade	29%	33%	49%

Principal Gonzalez reported that they are gearing up for the 2022 CAASPP and already started testing in early March. The goal is to lower student anxiety with testing and making them comfortable using the technology and be familiar with the questions.

ELPAC Data

The Sunshine Gardens ES EL student population comes from a variety of countries and speak over 13 languages combined. This year they reclassified four students to Fluent English Proficient based upon their ELPAC scores from last year. A total of 37 students have been reclassified over the last three years and are currently being monitored to ensure that they are making adequate academic growth. Principal Gonzalez said by continuing to provide quality designated and integrated ELD next year, they hope to increase the number of reclassified students. EL TOSA, Ms. Hartman, and Bilingual Paraprofessional Ms. Gomez, have been working with the EL students and their teachers to ensure that they are given tools to succeed in their academic setting.

Small Guided Reading Groups

In collaboration with the TLT, small guided reading groups were identified as a school focus. A walk through tool was used to assess needs in the classroom for small group instruction. Once those needs were identified, Reading Specialists coached teachers and were able to provide targeted supports. This year, in their first Learning Walk, teachers observed other teachers model a specific teaching strategy in real time. By continuing PD and the cycle of inquiry, they are able to improve their practice. Principal Gonzalez anticipates that the practice of small group instruction will transfer over to all content areas at her school.

Community Engagement and Support

Principal Gonzalez provided examples of programs at Sunshine Gardens ES used to build community. They include: Girls on the Run, Outdoor Education, Spirit Days, Soul Shoppe, PBIS Character Traits Awards, Principal virtual chats, Science for Scientists, Zones of Regulation groups, and Star Vista and YSB Counseling.

Principal Gonzalez thanked her amazing teachers who are reflective and share their ideas to move forward with student achievement and social emotional growth. She also recognized her dedicated classified staff for always providing the best customer service and the families, PTA, and School Site Council parents for understanding the safety protocols to keep everyone safe. She also thanked her colleagues who provided guidance during her first year as a Principal.

Vice President Mina Richardson asked which languages students at her site speak in addition to Spanish and Tagalog. Principal Gonzalez replied they include Arabic, Portuguese, Hindi, Cantonese, and Mandarin. Vice President Richardson said she appreciated the presentation and was encouraged to see the 90% student attendance.

Dr. Hsieh said she was impressed with the wonderful presentation, namely how every child is capable, that the positive growth mindset is important, the participation rates for CAASPP testing, and the CAASPP results comparing the school, District, and County. This information is very helpful for a Trustee to see the big picture.

Trustee Hsieh asked Assistant Superintendent Keith Irish what the District does to support small guided reading groups and differentiated instruction using the curriculum instruction and assessment. He replied that with the reading groups they are providing PD that is needed. Reading specialists are sent to that training and they are working on a PD survey for staff to help inform the areas. One area to focus on will be the fundamental elements of literacy.

Trustee Murray thanked Principal Gonzalez for her report. She especially liked the seven steps in the cycle of inquiry to assess what is working and what can be done to improve. “I love that you said that you look forward to the return of parents to build physical community, because I think that's so important, especially right now.” She noted that some schools are working on building the physical community since students have become so disengaged from their peers. She also liked that the school is practicing taking tests with the students.

Trustee Daina Lujan thanked Principal Gonzalez on her clear and thorough presentation. She said it was focused on building teams and is data and student-centered. She appreciated “...all of the different teams that you work with, you highlighted the different ways...to open conversations, look at data from different perspectives, and come up with ways to move forward together, all for the benefit of the students.” In addition to Principal Gonzalez, Trustee Lujan commended the Sunshine Gardens ES staff, families, and students.

President John Baker said he appreciated seeing growth in the presentation charts, like the rising IXL participation. “I know Sunshine Gardens has seen some leadership turnover over the past five, six years at this point, and I enjoy seeing someone there who's committed to the staff, committed to the school and the community...”

Principal Gonzalez acknowledged her staff and said she stepped into a very fortunate situation and is happy to be part of the community.

O. CONSENT AGENDA

Vice President Richardson asked to pull Item 1a for a separate vote as she was not present for that Board meeting.

MOTION #174 (Murray/Lujan) to approve ~~Item 1a, Minutes to the special Board meeting, March 21, 2022~~; Item 1b, SMCOE CSPP AB 131 COVID-19 relief one-time stipend agreement; Item 1c, Minutes to the special Board meeting, March 17, 2021; Item 1d, Amended SMCOE CSPP preschool contract for 2021-22; Item 2a, Certificated Personnel Assignment Order; Item 2b, SSFHS students to travel to Rocklin, CA; Item 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Gifts to the District for March 2022; Item 4b, fundraising events; Item 4c, Professional service agreements under \$25,000. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

MOTION #175 (Lujan/Murray) to approve Item 1a, Minutes to the special Board meeting, March 21, 2022. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Murray; NOES: None; ABSTAIN: Richardson). Motion Carried on a 4-0 vote.

INFORMATION/DISCUSSION

1. HUMAN RESOURCES

a. Williams Uniform Complaints for Third Quarter Ending 3/31/22

Dr. Spaulding presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 3/31/22, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment.

He stated that there were no complaints filed in the District for this quarter.

ACTION

1. ADMINISTRATION

a. Resolution No. 22-12 for Earth Day

Board Clerk Lujan read the resolution.

MOTION #176 (Murray/Lujan) to adopt Resolution #22-12: In support of Earth Day. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of Skyline Middle College Memorandum of Understanding (MOU)

Mr. Irish said this was the annual contract between the Community College District and SSFUSD. 68 students are currently being served.

MOTION #177 (Hsieh/Murray) to approve of the Skyline Middle College MOU for the 2022-23 academic school, with the cost of \$6,800 per student. (AYES: Student Trustee Verino, Baker, Hsieh, Richardson, Murray; NOES: None; ABSTAIN: Lujan). Motion Carried on a 4-0 vote.

3. HUMAN RESOURCES

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

Board Clerk Lujan read the resolution.

MOTION #178 (Murray/Lujan) to adopt Resolution #22-41: Designating Wednesday, May 11, 2022, as the Day of the Teacher. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

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

Board Clerk Lujan read the resolution.

MOTION #179 (Hsieh/Murray) to adopt Resolution #22-42: Designating May 15 to May 21, 2022, as Classified School Employee Week. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

4. BUSINESS SERVICES

a. Resolution No. 22-43 for Establishing a Revolving Cash Fund

MOTION #180 (Lujan/Hsieh) to adopt Resolution #22-43: To establish a revolving cash fund for the Nutrition Services Department. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Murray; NOES: None; ABSTAIN: Richardson). Motion Carried on a 4-0 vote.

b. Approval of Architects for HVAC Upgrade Projects

MOTION #181 (Lujan/Murray) to approve the contract with Hamilton + Aitken Architects for HVAC upgrade projects at Monte Verde ES, Ponderosa ES, Sunshine Gardens ES, Westborough MS, and El Camino HS. (AYES: Student Trustee Verino, Baker, Hsieh, Lujan, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

c. Approval of Agreement with Tri-Valley Excavating for Site Work at ECHS

Vice President Richardson asked if this refrigerated storage container would be leased and how long it would be kept until the permanent container arrives. Mr. O replied it is a temporary storage container and will be replaced when the permanent one is received. He said DSA approval for the permanent one is taking longer than anticipated and with the temporary one in place, the District will be ready for the universal meals program next year.

MOTION #182 (Hsieh/Lujan) to approve the agreement with Tri-Valley Excavating for site work to install a refrigerated storage container for the ECHS kitchen. (AYES: Student Trustee Verino, Baker, Hsieh,

Lujan, Richardson, Murray; NOES: None). Motion Carried.
(Unanimous)

The Board recessed at 8:27 p.m. for a break and reconvened at 8:40 p.m.

N. INFORMATION ONLY PRESENTATIONS (*continued*)

b. Performance Management - College and Career Readiness

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

Performance Management

The District has adopted Performance Management (PM) as a strategy to improve student achievement and keep the focus on continuous improvement and growth over time. PM presentations will be on a variety of topics and will provide the Board and community with a high-level look at District priorities, goals, and progress. To better understand the metrics, the PM information and coding legend is below.

NOTE: Performance Management (PM) Reminders:

- These are intentionally designed to be concise, informative, and high-level information for the Board.
- The purpose is to provide ongoing updates to the Board about our progress on LCAP goal related items and district priorities

Color coding legend for the dots

-  Green dot means - the action/goal is on target or has been met
-  Yellow dot means - the action/goal is moving toward target
-  Red dot means- the action/goal is off target (and is something that may need deeper analysis, support, or resources)

Director Hew said the presentation would review the following:

- An overview of CA School Dashboard College and Career Indicator (CCI) and how students meet CCI criteria
- Student achievement indicators related to college and career readiness
 - 4-year cohort graduation rate
 - 4-year cohort A-G rate

LCAP Goals and District Priorities

- The purpose is to show that in order to achieve our vision, we have to have goals that give us something to reach towards in order to create environments where students can exemplify the 4 Es (vision).
- The District priorities and associated action steps must be aligned to the LCAP if we are going to make any positive movement, across the District.
- Essentially, we are trying to FOCUS our efforts and develop plans that are aligned and coherent and will help move the needle on student achievement.

College and Career Readiness is Goal 1, Academic Achievement.

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. Referencing the CAR graphic, Dr. Hew said the GPS makes sure of the direction they are headed.

CA Dashboard 2019

2019 was the last year for a full accountability system.



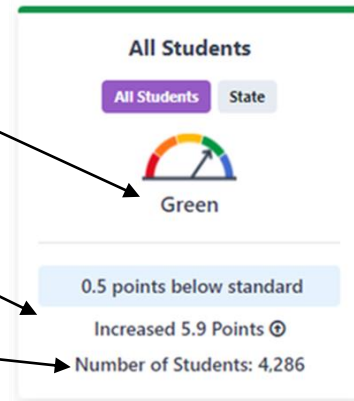
Dashboard Calculations

- Most measures include one data element (e.g. CAASPP ELA or Suspension Rate) except for English Learner Indicator and College and Career
- Performance level (STATUS) thresholds are set by the State for

- each individual measure
- Data collected one year at a time

Performance level (color) based on combination of STATUS and CHANGE

STATUS
(most recent year performance)
+
CHANGE
(progress over multiple years)



Cohort size depends on the measure, but is based on enrollment

For the College and Career Indicator

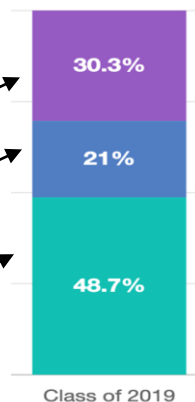
- The CCI is one of the most complex Dashboard indicator.
- There is an additional performance level - prepared, approached prepared, and not prepared.
- STATUS + CHANGE, with STATUS calculated from % Prepared
- Measure includes multiple data elements and methods that can be used to meet CCI criteria.
- Student can meet criteria for “PREPARED” for one or multiple methods but will only count once.
- Students who do not earn a high school diploma are counted as NOT PREPARED - they do not show up in that cohort, but are assigned a score of “not prepared” for the calculation.
- Cohort size is different than in the academic indicators - it is the class of 2019 plus students who earned a diploma or graduated from in 2018 as a 5th year graduate. Therefore, this cohort number is bigger in size than a regular graduation four-year cohort number.
- Data collected over up to 5 years

Additional layer of performance level:

PREPARED
(student meets criteria)

APPROACHING PREPARED
(student partially meets criteria)

NOT PREPARED
(student does not meet criteria)



Class of 2019

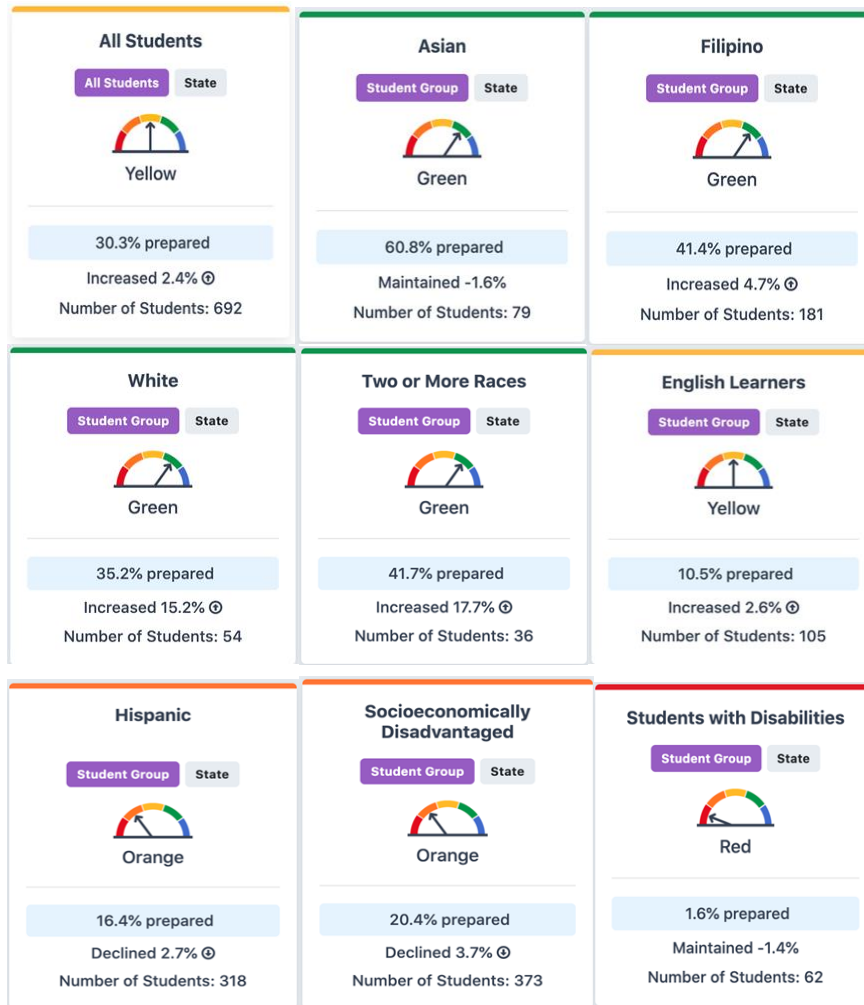
CCI Measures: 2019

- Readiness measures: yellow is for college, green is for career
- The crossed out boxes indicate those programs not available at SSFUSD.
- These are the ways a student can meet the CCI. They can meet in one or more methods but would count only once (highest performance level).
- Denominator is all students in 4-year cohort + 5 year cohort grads
- CCI metrics take more than a year to show impact on dashboard
- Several CCI dashboard metrics target similar groups of students
- Earning a HS diploma is baseline requirement for “approaching prepared” and “prepared”.
- Students who do not earn a HS diploma are counted as “not prepared” and do not meet any of these other metrics.
- This A-G completion is really A-G PLUS - students must meet all 15 course requirements, plus either a level 3 or meeting standard on ELA or Math on smarter balanced or a score of 3 or above on the AP exam or a college course or completing a CTE pathway.
- Additional career focused readiness measures will be rolled out.

Smarter Balanced Summative Assessments Score of Level 3 - “Standard Met” in both ELA and Math grade 11	Advanced Placement (AP) Exams Score of 3 or higher on 2 or more exams up to 5 years	Career Technical Education (CTE) Pathway Completion Completion of CTE pathway with grade in capstone course of “C” or higher + score of Level 3 on SBAC or 1 college course up to 5 years	College Credit Courses Completion of 2 semesters/3 quarters of college coursework with “C-” or higher up to 5 years
A-G Completion Met UC/CSU requirements with grades of “C” or higher + score of Level 3 on SBAC, score of 3 on AP exam, 1 college course, or complete CTE pathway up to 5 years	State Seal of Biliteracy Level 4 proficiency in World Language assessments + score of Level 3 - “Standard Met” in SBAC ELA and ELPAC (if an English Learner) up to 5 years	Leadership/Military Science 2 years of coursework + score of Level 3 on SBAC up to 5 years	International Baccalaureate (IB) Exams Score of 4 or higher on 2 or more exams up to 5 years

CCI Performance Colors by Student Group

- Data from 2019-last year for which we have a complete dashboard
- Dashboard data is over multiple years because it is based on both current year status (performance level) and change (over time).
- Denominator includes 4 and 5 year cohort grads



The Pacific Islander group does not include a color since the status and change for this cohort was small enough that they did not have the data released for the previous year. The group had 12 students, with 7.7% prepared, and an increase of 2.1%.

CCI Measures: 2020

- Measures in red below were impacted by the pandemic and spring school closures.
- Denominator is all students in 4-year cohort + 5 year cohort grads...who graduated with a 130 or 220 credit diploma.
- Smarter Balanced Assessment System (SBAC) not affected because students took it in 2019 as juniors
- In Spring 2020, AP exams were remote and many students opted to not take them since they did not feel prepared.
- In Spring 2020, courses were credit/no credit.

Smarter Balanced Summative Assessments Score of Level 3 - "Standard Met" in both ELA and Math grade 11	Advanced Placement (AP) Exams Score of 3 or higher on 2 or more exams up to 5 years	Career Technical Education (CTE) Pathway Completion Completion of CTE pathway with grade in capstone course of "C" or higher + score of Level 3 on SBAC or 1 college course up to 5 years	College Credit Courses Completion of 2 semesters/3 quarters of college coursework with "C-" or higher up to 5 years
A-G Completion Met UC/CSU requirements with grades of "C" or higher + score of Level 3 on SBAC, score of 3 on AP exam, 1 college course, or complete CTE pathway up to 5 years	State Seal of Biliteracy Level 4 proficiency in World Language assessments + score of Level 3 - "Standard Met" in SBAC ELA and ELPAC (if an English Learner) up to 5 years	Leadership/Military Science 2 years of coursework + score of Level 3 on SBAC up to 5 years	International Baccalaureate (IB) Exams Score of 4 or higher on 2 or more exams up to 5 years

CCI Performance Levels by Student Group

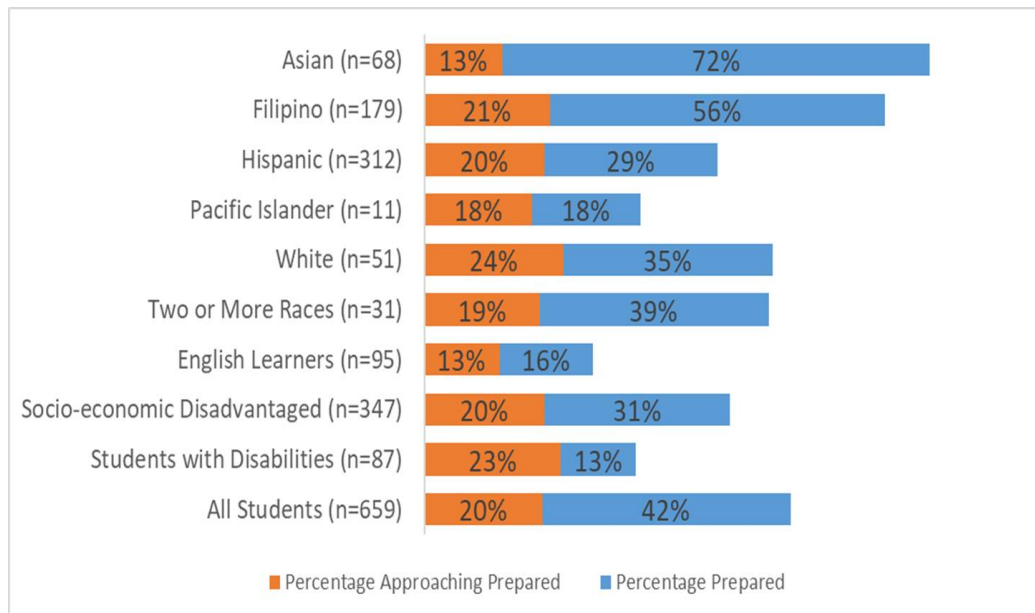
SB98 prohibited the reporting of State and local indicators on the CA School Dashboard since graduation rate and most of CCI was still collected, CDE was able to report it as "additional reports" related to Dashboard measures, but it is not technically part of the Dashboard and cannot use the performance colors (sundials). Because several methods were impacted by school closures and criteria have shifted, data can no longer be compared to the previous cohort.

Data from Class of 2020: STATUS, but no CHANGE because data is not comparable...so no colors or sundials

- Took CAASPP in 2019
- Spring 2020 grades were different
- Flexibility for granting high school diplomas

The breakdown is by student groups that either met the approaching prepared or the prepared for career college indicator.

- For the "all" students group, 20% of District students were approaching prepared and an additional 42% were prepared.



CCI Measures: 2021

Federal waiver granted for 2020-21 school year and AB 130 prohibited reporting of State and local indicators on CA Dashboard, but required the reporting of student data on graduation rate and other key metrics individually.

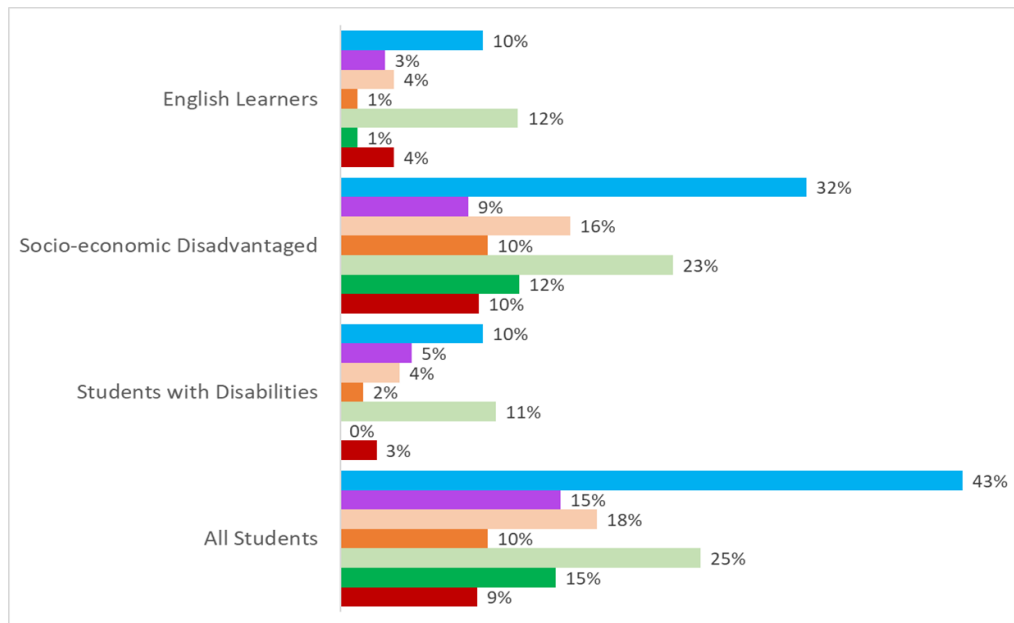
- In Spring 2021, some exams were remote and a few were offered in person. However, most students who chose to take AP had the full year to prepare for what to expect with remote testing.
- Because there was no CAASPP in Spring 2020, Seal of Biliteracy for 2021 did not include CAASPP as a criterion.
- 130 diploma does not meet A-G completion and Seal of Biliteracy and CTE Pathway Completion also not likely.
- Students who do not earn a HS diploma are counted as “not prepared” and do not meet any of these other metrics.
- With all Dashboard metrics, performance levels are calculated based on one-year status and change (over 2 or 3 years), so it will take some time before we get back to a full Dashboard. Because CCI is looking at high school outcomes, the horizon is even longer because it is an accumulation of 4+ years of high school.

Smarter Balanced Summative Assessments Score of Level 3- "Standard Met" in both ELA and Math grade 11	Advanced Placement (AP) Exams Score of 3 or higher on 2 or more exams up to 5 years	Career Technical Education (CTE) Pathway Completion Completion of CTE pathway with grade in capstone course of "C" or higher + score of Level 3 on SBAC or 1 college course up to 5 years	College Credit Courses Completion of 2 semesters/3 quarters of college coursework with "C-" or higher up to 5 years
A-G Completion Met UC/CSU requirements with grades of "C" or higher + score of Level 3 on SBAC, score of 3 on AP exam, 1 college course, or complete CTE pathway up to 5 years	State Seal of Biliteracy Level 4 proficiency in World Language assessments + score of Level 3- "Standard Met" in SBAC-ELA and ELPAC (if an English Learner) up to 5 years	Leadership/Military Science 2 years of coursework + score of Level 3 on SBAC up to 5 years	International Baccalaureate (IB) Exams Score of 4 or higher on 2 or more exams up to 5 years

CCI Criteria Met by Student Group

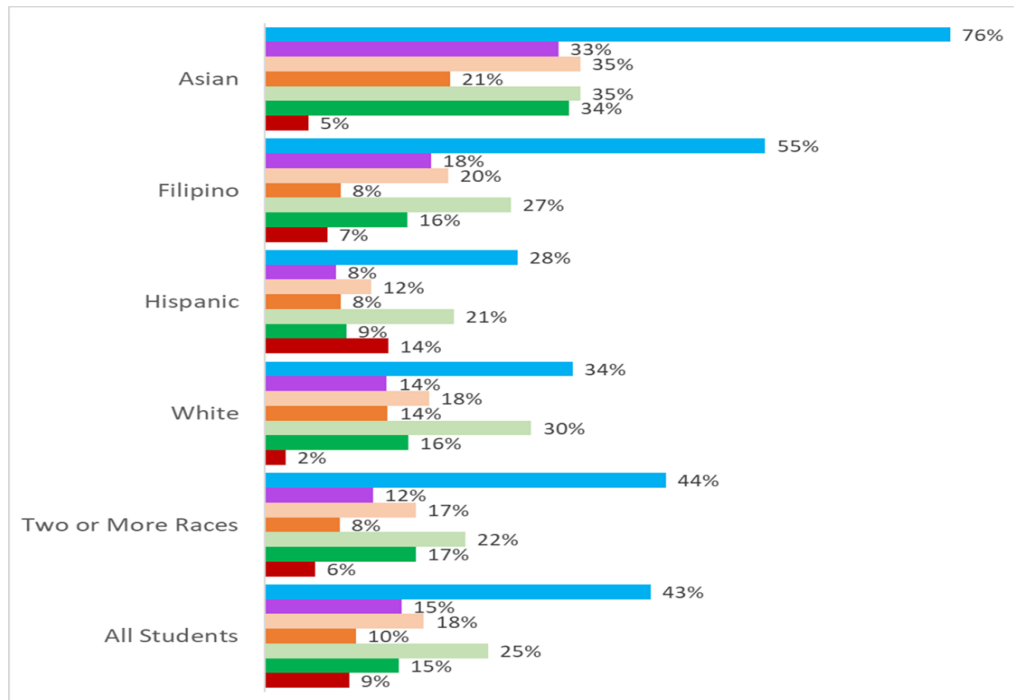
This indicates, for each individual student group, the percentages of students who met the following designated state measures for College Career Readiness; A-G completion, CTE pathway completion with capstone grade of C or higher, CTE pathway + A-G completion (would have been "prepared" vs "approaching"), college credit course with grade of C or higher, at least 2 college credit courses (would have been "prepared" vs "approaching"), and Seal of Biliteracy. While Smarter Balanced score of "standard met or exceeded" on both ELA and Math is usually also a CCI measure, it is not included for the Class of 2021 as the assessment was not administered in 2020 when they would have taken it.

There is no performance level of "Prepared," "Approaching Prepared," or "Not Prepared" for the Class of 2021. This is due to the SBAC being suspended in spring 2020, so it is not available as one of the methods for students to meet the CCI. SBAC scores are also a criterion in several of the other methods therefore no performance level could be calculated for the cohort.



- a-g met
- AP passing score
- CTE Pathway
- CTE Pathway + a-g
- College Course: 1 or more
- College Course: 2 or more
- Seal of Biliteracy

This indicates the ethnicity of student groups. There are many more students who met the A-G than met the other CCI measures.



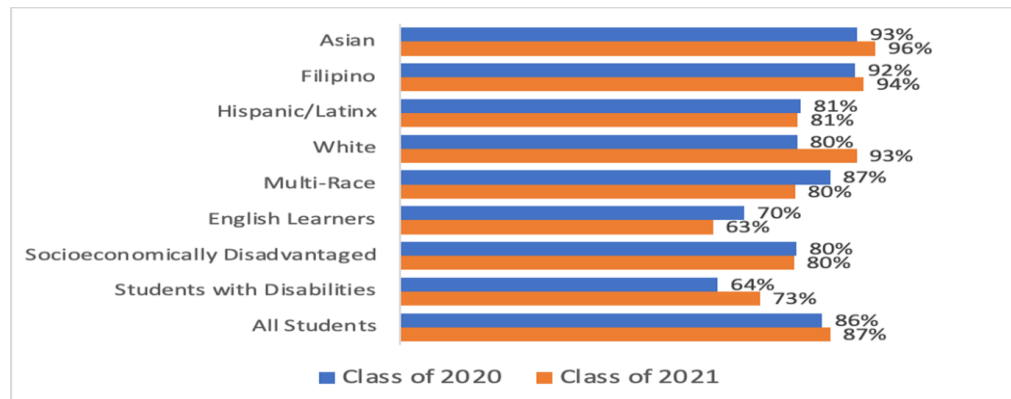
Monitoring College Readiness

- No Dashboard for 2020 (SB 98) and 2021 (AB 130)
 - shifts in context for CCI measures means direct comparisons cannot be drawn between cohorts
- Because CCI measures include Smarter Balanced which was not administered in 2020, there will be no Dashboard CCI in 2022
- Individual metrics related to college readiness are reported via DataQuest
- Reinforces the need for local measures to monitor progress

While the CA Dashboard has been suspended for the last two years, data related to college readiness does exist.

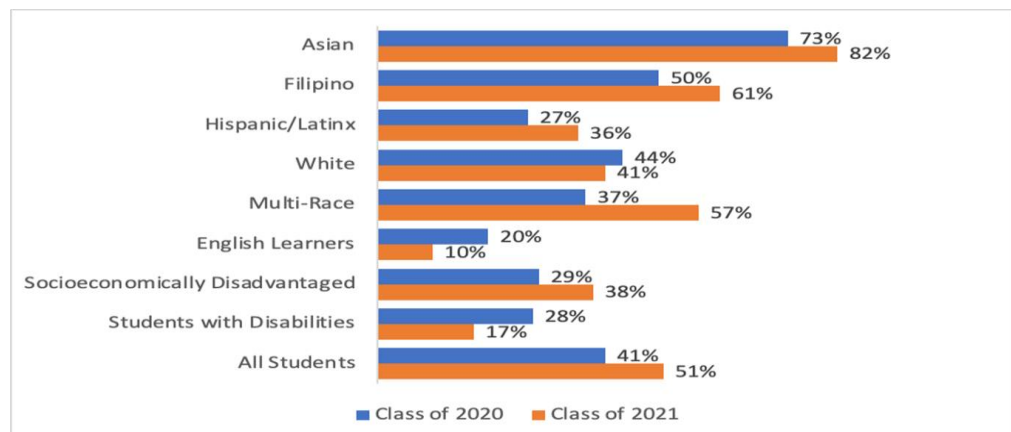
Graduation Rate by Cohort

For 2021, the State graduation rate was 84% on a target of 90%, San Mateo County was 85%, and SSFUSD was 87%. SSFUSD's graduation rate has been steady or slightly higher in the last two years.



A-G Completion by Cohort

For 2020, 41% of District students met the UC/CSU requirements and for the class of 2021, 51% met them. For the State it was 52% and 61% for San Mateo County.



College Readiness Metrics - Progress

<u>Metric</u>	<u>#/%</u>	<u>PM Progress</u>
4-year cohort graduation rate	All students in 2021:87%	
4-year cohort Students meeting UC A-G requirements	All students in 2021: 51%	

Dr. Hew said they are making progress, but there is much more work to be done. While they are seeing incremental movement and progress in several student groups and the “all” students group, there is quite a disparity between all the different student groups and how they are meeting graduation requirements and A-G requirements. This is where they need to focus attention and resources in helping all students meet graduation and A-G eligibility.

CCI Measures - Data Reflections

- CCI for the Class of 2020 and 2021 cannot be directly compared to the Class of 2019 (last full Dashboard).
- Some increases in graduation rate, A-G completion, CTE pathway completion, college courses, and AP.
- Significant gaps in achievement for our target student groups continue to be a focus.
- Majority of CCI measures currently related to college readiness. The state has approved plans to incorporate more work-based learning and career readiness measures into the CCI. These plans should be rolling out in the coming years and will expand the ways that students can meet the CCI.

President Baker asked if the District will need three more years of data before going back to the old system of measuring progress since the assessment methods have changed each of the last three years. Dr. Hew replied that it depends on what one is looking for in the progress data. She said that with the four year cohort graduation rate, that data is constant and has been calculated the same way and reported the same way from one year to the next. It is the more individual and simpler data. They are also focusing attention on local data that is used to monitor progress. The Dashboard will take a couple of years to come back. The college are career one will take an additional year because of the smarter balance component which students take in their junior year.

Looking Ahead to 2022-23

- Importance of local data, including formative, for monitoring progress in lieu of Dashboard

- Opportunities to expand how SSFUSD prepares students for both college AND career. This starts from the beginning of the student's career in the District.
- College and career readiness is a cumulative result - the impact of policy and program changes will be reflected over time.

Dr. Hew concluded her presentation by saying the District will see the impact of the policy changes and the programs being put into place. This will take place over the next few years, but they are beginning to see the progress and are monitoring both the local and State measures along the way.

Dr. Hsieh complimented Dr. Hew on her comprehensive presentation. She asked about the CCI measures which are not applicable to SSFUSD and whether staff communicates this to the high schools so they can encourage students to take college courses. Dr. Hew replied that students are encouraged to take the college courses in a couple of different ways. In the District's partnership with the San Mateo County Community Colleges, students can take concurrent enrollment while a high school student at a local community college. Students can earn dual enrollment credit with high school and college credit at the same time, which is possible with several of the CTE courses. There are also courses on Latino studies and Filipino culture which students can take to earn credits for high school and college. Students are able to access those through counseling departments which encourage students to take advantage of those opportunities.

Dr. Hsieh said the growth mindset is very important and students need to be encouraged to take the courses and know they can succeed. She would like to see a more pro-active role instead of waiting for the policy, which may be too late. Dr. Hew stated that there was originally a part of the presentation focused on the "how", talking about equal opportunity schools. But it would have taken much more time to discuss. She said, "When I refer to impact on program policy changes, that is one of them because it is resulting in changes to how we go about the course selection process for our students." "...that is some of the work being done to impact our college and career readiness indicators goals for our students." Trustee Murray asked if the Board could receive more information. Mr. Irish replied that they are considering having a second presentation in the summer or fall.

Trustee Lujan thanked Dr. Hew for her thoughtful and thorough look at the data and for explaining the difference from year to year. It was also important to look at where the District is and ahead to where they are going. She appreciated seeing the local data since the challenge with the CA Dashboard is that it shows one annual data point, making

it difficult to know where they are making an impact.

Student Trustee Verino thanked Dr. Hew for the comprehensive and insightful presentation.

Vice President Richardson said she appreciated the in-depth explanation of the data which is not in the dashboard due to the ripple effects of the pandemic. The presentation helped them understand the situation and what needs to be done. She knows the District is on the right path.

President Baker also thanked Dr. Hew for the very thorough presentation and said his questions had been answered.

N. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

a. ADMINISTRATION

b. Masking Update for SSFUSD Schools

Superintendent Moore presented an update on County and District COVID rates and updated SSFUSD proposals and recommendations. At the March 10 Board meeting, a robust discussion on masking took place with a lot of considerations and feedback. Effective February 28, Governor Gavin Newsom announced that California was changing its masking policy to “strongly recommended” effective March 12. The CDPH guidance still continues to strongly recommend masking. She then reviewed information provided at the March 10 Board meeting.

California Department of Public Health (CDPH) Guidance for Schools (Based on Science & Medical data)

- Masks have been one of the main strategies required up to this point. A lot of data shows the efficacy of mask wearing.
- California accounts for roughly 12% of all U.S. students but had only 1% of COVID-19 related school closures.
- Now masks are moving to **Strongly Recommended**.

Board Direction

- On March 14, 2022, the Board voted to maintain the mask requirement in SSFUSD until April 18.
- The Board agreed to transition to a strongly recommended status on outdoor masking, effective March 14.

Next Steps

- On April 14, the Board will evaluate the impact and determine

whether to maintain the masking requirement through the end of the year or transition to a strongly recommended status.

County COVID Rates Data (Week of March 28 - April 1)

- According to the SMCH, County case numbers have stayed between 60-80 for a few weeks.
- Hospitalizations have been dropping and there are currently six people in acute care for COVID. No one is in the ICU.
- The positivity rate is low and was at 1.7% last week. The County said that no one has been referred to its isolation hotels over the last few weeks.
- As of April 4, there were 180 cases in SSF.

SSFUSD COVID Rates Data

Dr. Moore presented the COVID rates in the District which reflect the uptick following the winter holiday and the lower, current cases.

Week of	# of staff cases	# of student cases	TOTAL # of cases
January 3	36	78	114
January 10	40	213	253
January 17	20	177	197
January 24	13	117	130
January 31	7	45	52
February 7	5	27	32
February 14	1	13	14
February 21	2	10	12
February 28	3	20	23
March 7	1	4	5
March 14	2	7	9
March 21	2	9	11
April 4	3	9	12
Thru April 14	3	17	20

SSFUSD Proposals and Recommendations

- Current quantitative data and trends suggest it is time to transition to strongly recommended for masking in schools.
- Some anecdotal data, however, indicates a desire from some community members to maintain masks through the end of the school year.
- Given current Count and District data and trends, and because we are a data-driven organization, staff recommends the following;
To transition to strongly recommend mask wearing effective April 19, 2022.

Superintendent Moore shared two pieces of data for added context. She informally surveyed her colleagues across the County and many recommended transitioning to strongly recommend masking. 16 out of the 23 school districts that transitioned indicated they have not seen an uptick in cases. The range of how many students and staff are wearing masks is from 40% to 90%. In SSFUSD, at the elementary school level, the percent of students with two vaccinations is 38%, for middle schools it is 51%, and 41% at high schools.

ACTION

1. ADMINISTRATION

a. Approval to Accept the Masking Recommendation in SSFUSD

The Board discussed the recommendation before voting.

Trustee Lujan asked, for clarification, if the District transitions to strongly recommend, a parent could still tell their children they should wear a mask or the child could mask if they chose to do so. Superintendent Moore confirmed that that they will continue to message that strongly recommended means wearing a mask.

N. PUBLIC COMMENTS

Mr. Yanow said the number of cases is increasing and asked if the recommendation is strongly recommended, why not keep the mask mandate in place.

Trustee Murray advocated for keeping masks until the end of the year. Cases are going up and one case could infect students who would miss graduation or other senior activities. She supports not taking a chance. Her other considerations include allowing parents back on campus, PTAs, and holidays over the new few weeks where people in community gatherings could possibly get COVID.

Dr. Hsieh said the District and Superintendent have always strived for data-informed decision making while trying to balance the needs and desires of the community also. The information presented to the Board from health experts, the District's COVID rate trending up, the low vaccination rate, and feedback from principals, the PTA, and public comments supports staff's recommendation to transition to strongly recommended mask wearing effective April 19. She said this is a hard decision and she was open to being influenced by her fellow Trustees.

Student Trustee Verino said she supports maintaining the mandate for the six weeks remaining in the school year. At prom, the mandate was strongly recommended, and while many students chose not to wear a

mask, the students felt safe in that setting since all attendees needed to be vaccinated. “If we were to transition to strongly recommend and someone in our community chooses to under mask and they aren't vaccinated that compromises the health and safety of everyone else.” If masking transitions to strongly recommended, she encourages all staff and teachers to continue to mask because they lead by example.

Vice President Richardson said hospitals have not shown a severe reaction to the COVID variant which makes her a little more lenient as far as mask wearing, except for those who are immunocompromised. “I would like to leave it up to the person who wants to feel safe.” No one at the District schools will be penalized for unmasking. She has seen that children are not unhappy with masks.

Trustee Lujan said in the district where she works, the transition to strongly recommended has not led to a significant uptick. 90% of staff and students continue to wear masks. She thanked Dr. Moore for providing helpful data for the Board to understand. She questioned what the masking requirements for summer school or the next school year will be. “I will still wear a mask because I value my health and I care about the people around me. But it is important to provide people choice and the data suggests if we look to our 16 other neighbors there wasn't a huge uptick.” She feels comfortable following CDPH guidance and hopes the community follows the recommendation that strongly recommended still means you should wear a mask.

President Baker said, as a District parent with children at two different levels of school who both received close contact notices this week, he is a little more cautious than the recommendation. He does not see a significant public input on this one way or another. He is motivated by student comments on not wanting to risk missing out on activities. He acknowledged that rates are increasing in Europe and last week Philadelphia reinstated their indoor mandate. President Baker suggested not changing the District's masking mandate for another two weeks and then moving to strongly recommended with evidence that the transmission rate is shrinking. He chooses to wear a mask for everyone else's safety, not his own.

Trustee Murray said she has heard from a lot of parents that they would like to wait until the end of the year. “...I don't want to take the chance these kids are going to miss out on graduation or...the Senior Sunset or any of the many activities they have at the end of the year.”

N. PUBLIC COMMENTS *(continued)*

Ms. Bales-Stutes said she wanted to address another perspective. She has four

immediate family members who are high-risk. Her co-worker is the primary caretaker for two frail, elderly parents. “There are so many high-risk individuals out there, we can talk about infection rates, we can talk about risk rates for people who are vaccinated but a lot of us are not really deeply acquainted with a lot of people who have been quarantining essentially since this whole thing started. And I hope we can keep them in our minds, as well.”

Trustee Lujan said she also cares for two aging parents. If the concern is truly protection, then masks mandates should require wearing KF-94s and KN-95s.

Vice President Richardson agreed with the staff recommendation, which is well thought out. It is a fairly safe environment to move to strongly recommended.

President Baker said he was not inclined to vote for the staff recommendation and that the masking change should be later, either based on data or effective to the end of the school year,

MOTION #183 (Murray/Baker) to maintain the current mask requirement to the end of the 2021-22 school year. (AYES: Student Trustee Verino, Baker, Murray; NOES: Lujan, Richardson; ABSTAIN: Hsieh). Motion Died for lack of a quorum. President Baker noted that the Student Trustee’s vote cannot be counted towards a quorum on a Board action.

MOTION #184 (Lujan/Hsieh) to approve the staff recommendation to follow CDPH guidance and transition from a mask requirement to strongly recommended, effective April 19, 2022. (AYES: Hsieh, Lujan, Richardson; NOES: Student Trustee Verino, Baker, Murray). Motion Carried on a 3-2 vote.

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

April 28, 2022

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

May 12, 2022

- Recognition for outgoing Student Trustee Verino
- Teaching and learning presentation - Junipero Serra ES
- Teaching and learning presentation - Skyline ES
- Presentation on Boys and Girls Club of No. San Mateo County

- Approval of the Board meeting calendar for the 2022-23 school year
- Approval of Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.
- Resolution for Fund 11 & Fund 14 account balances

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

- Equity Network 2.0 discussion session #4

May 26, 2022

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

June 9, 2022

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

June 23, 2022

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

SUMMARY OF BOARD DIRECTIVES - None

GOOD AND WELFARE

Trustee Murray reported that she attended the PTA Council meeting and visited Alta Loma MS and Buri Buri ES. Some Buri Buri ES students shared their words of wisdom and one said, “To be helpful, honest, great, awesome, and happy.” She said they are being taught good things and she saw the social emotional learning at both schools, which is needed right now. Vice Mayor Buenaflor Nicolas’s husband, a member of the Masons, awarded Mrs. Carlino’s 5th grade class \$400 for their Ruby Bridges work. One

Martin ES student gave an eloquent speech on AAPI hate, said police in Chinatown were helping community members cross the streets, and she learned the lesson of love and kindness from Ruby. At last night's LCAP meeting, the community members were engaged and surfaced many good ideas. She appreciated the presentation, by Mr. Irish and his staff, which showed attendees the needs of the community. This morning, she participated in the Skyline College President's Breakfast, a fundraiser for the Skyline College Promise Scholars Program where students are supported with everything from transportation to meals, books, and tuition.

Trustee Lujan thanked Mr. Yanow for taking his students to Washington D.C. during the break. She wished students the best on their CAASPP testing and thanked staff for ensuring students are prepared. She encouraged students and staff to stay strong as the end of the school year is almost here. She thanked her fellow Trustees for their honest conversations and collaboration when they do not all agree on an agenda item.

Trustee Hsieh said she was honored to attend the Skyline College President's Breakfast with Dr. Moore, Vice President Richardson, and Trustee Murray and learned a lot. She appreciates Trustee Lujan mentioning the vote and that Board members can agree to disagree. She thanked faculty and staff for preparing students for the CAASPP and wished them good luck.

Student Trustee Verino reported that she was a cabin leader for Junipero Serra ES students at Outdoor Education. It was a great experience and she hopes the District will continue to support this program. In reference to Trustees agreeing to disagree, she said she was grateful to serve as a Student Trustee because she has learned so much in the past two years alongside the amazing Board members. It has taught her about life. She has completed her applications and will disclose where she will be attending college at the next meeting.

Vice President Richardson congratulated Mr. Yanow on his retirement. She wished everybody a nice holiday however they celebrate. The Skyline College President's Breakfast was a wonderful, well-attended event. In addition to Dr. Moore, Dr. Hsieh, and Trustee Murray, Councilman James Coleman represented the City. During yesterday's site visits, she was amazed to see what they are doing with students who have a transition issue upon returning from the pandemic lockdown. Educators are using circles and behaviors that the Board had approved and doing wonders with young people. She is proud to see the Board's decisions being used with such great work. Yesterday Vice President Richardson also attended the SEPAC and LPAC meetings. It was a nice collaboration with parents who felt empowered to speak up about how the District can help their child(ren).

President Baker attended a few community events along with others from the District. One was the 100th anniversary celebration for Jefferson HS with many alumni showing their school pride. He was also at the ceremonial opening of the new SSF Caltrain station, which is safer than the previous one, more economical, and is easier for residents, students, and commuters to access. He saw the rivalry matchups between

ECHS and SSFHS with the later winning the softball game and the former winning the baseball game. President Baker also participated in the Alta Loma MS and Buri Buri ES visits as well as the SEPAC meeting which will benefit when they return to in-person meetings. He thanked his fellow Board members and staff for the robust masking debate and said, “ We may not all agree but we're all trying to get to the same place at the end and I thank you all for that.”

ADJOURNMENT – 10:05 p.m. in memory of community member Hector Arce who passed away earlier this month at the age of 77. He attended Spruce ES and SSFHS before serving our country in Vietnam.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 12, 2022

RE: Approval of the 2022-23 Board Meeting Calendar

BACKGROUND

The Board meeting calendar for the 2022-23 school year is being submitted for approval.

FISCAL IMPLICATIONS:

None

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 2022-23 Board meeting calendar as presented.

**South San Francisco Unified School District
2022-23 Board of Trustees' Meeting Calendar**

(Agenda items due the Wednesday prior to a meeting unless otherwise noted)

2022 Meeting Dates

July 14, 2022

(Agenda Items due July 6)

August 11, 2022

(Agenda Items due August 3)

September 8, 2022

(Agenda Items due **MONDAY August 29**)

September 22, 2022

(Agenda Items due September 14)

October 6, 2022

(Agenda Items due September 28)

October 20, 2022 - *Community Forum*

(Agenda Items due October 12)

November 17, 2022

(Agenda Items due November 9)

December 15, 2022

(Agenda Items due December 7)

2023 Meeting Dates

January 19, 2023

(Agenda Items due **MONDAY January 9**)

February 9, 2023

(Agenda Items due February 1)

February 23, 2023

(Agenda Items due **MONDAY February 13**)

March 9, 2023

(Agenda Items due March 1)

March 23, 2023

(Agenda Items due March 15)

April 13, 2023

(Agenda Items due April 5)

April 27, 2023

(Agenda Items due April 19)

May 11, 2023

(Agenda Items due May 3)

May 25, 2023

(Agenda Items due May 17)

June 8, 2023

(Agenda Items due May 31)

June 22, 2023

(Agenda Items due **MONDAY June 12**)

IMPORTANT DATES TO REMEMBER:

July 4, 2022 - Independence Day Holiday
August 10, 2022 - First Day of Instruction
September 5, 2022 - Labor Day Holiday
November 11, 2022 - Veterans Day Holiday
November 23, 2022 - School Holiday
November 24 - 25, 2022 - Thanksgiving Holidays
December 19 - 23, 2022 - School holidays
December 26 - January 2, 2023 - Winter Break
January 16, 2023 - Dr. Martin Luther King Jr. Holiday
February 17, 2023 - School Holiday
February 20, 2023 - Presidents Day Holiday
March 27 - 31, 2023 - Spring Break
April 10, 2023 - School Holiday
May 26, 2023 - Last Day of Instruction
May 29, 2023 - Memorial Day Holiday
June 19, 2023 - Juneteenth Holliday

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: May 12, 2022

RE: Graduates, May 2022

BACKGROUND:

Attached are lists of those students who are scheduled to graduate from Baden, El Camino, and South San Francisco High Schools, and Adult Education.* These students are scheduled to receive their high school diplomas in May 2022 provided the students meet all graduation requirements.

- * Note: Only Board members receive the student names. They are not included in the public agenda.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the May 2022 list of proposed graduates from Baden, El Camino and South San Francisco High Schools, and Adult Education.

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: May 12, 2022

RE: Approval of Project Lead the Way (PLTW) Grant for the 2022-25 School Years

BACKGROUND:

SSFUSD recently applied and was awarded a grant to support the implementation of Project Lead the Way in all three middle schools. The Grant, funded by PLTW, is designed to support new schools with the launch and implementation of the program. The grant is a two-year grant totaling \$27,300 and will cover the cost of participation fees plus up to six PLTW Gateway Core Training registration fees. In order to stay in compliance with the grant terms, SSFUSD middle schools must offer at least one PLTW Gateway unit to students in each grade level for the 2022-2023, 2023-2024, and 2024-2025 academic years.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Project Lead the Way Grant for the 2022-25 school years.



Terms and Conditions

These terms and conditions outlined in this agreement (“**Agreement**”) are between South San Francisco Unified, located in CA (the “**Program Participant**”) and PROJECT LEAD THE WAY, INC., (“**PLTW**”).

PLTW has established a comprehensive education program (the “**Program**”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms.

The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed

on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“**EOC Assessments**”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “**data**”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student’s estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant’s control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as “**materials**”). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW “atom” logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program’s distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW’s marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW’s trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property

provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. Representations of the Program Participant. (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. Default. (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. Term: Annual Renewal of Agreement. The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to

the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:

South San Francisco Unified
398 B St.
South San Francisco, CA
94080

If to PLTW:

Project Lead The Way, Inc.
Attn: Program Agreements
3939 Priority Way South Drive, Suite 400
Indianapolis, IN 46240
ph:877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

South San Francisco Unified

Date: _____

By: _____

Program Participant Superintendent or
Program Participant Board
President/Chairperson, or its legally
authorized designee

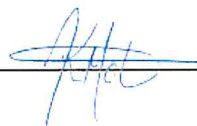
Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____



Kathleen E. Mote
EVP & Chief Administrative Officer

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED CONTRACT 2022-2023

Hernandez, Jessica, will be placed at Alta Loma Middle School as a Counselor on a Probationary contract effective August 8, 2022. Salary placement DM -2

Rice, Shelby, will be placed at Alta Loma Middle School as a Special Education Teacher on a Probationary contract effective August 8, 2022. Salary placement FM -4

Bishop, Oliver, will be placed at Westborough Middle School as a Music Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

Vigil, Miranda, will be placed at Ponderosa Elementary School as a Third Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

Hurd, Rachel, will be placed at Martin Elementary School as a Fifth Grade Teacher on a Temporary contract effective August 8, 2022. Salary placement C -3

Cordova, Paloma, will be placed at Junipero Serra Elementary School as a RTI on a Probationary contract effective August 8, 2022. Salary placement FM -11

CERTIFICATED TEMP REHIRE 2022-2023

Valenzuela, Amber, a teacher at El Camino High School, effective August 8, 2022

McDonald, Rachel, a teacher at El Camino High School, effective August 8, 2022

Ventura, Erika, a teacher at Buri Buri Elementary School, effective August 8, 2022

RESIGNATION

Taylor, Mercedes, a Teacher at Alta Loma Middle School effective, May 27, 2022

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: May 12, 2022

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of a cash or in-kind gifts during the month of April 2022.

FISCAL IMPLICATIONS:

The gifts 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 gifts on behalf of the District.

**TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT –
ACCEPTANCE OF GIFTS FOR APRIL 2022.**

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

\$130 from Salesforce.com, Inc. to Ponderosa Elementary School in support of student and school needs.

\$2.50 from Box Tops for Education-General Mills to Ponderosa Elementary School in support of student and school needs.

\$400 from The Blackbaud Giving Fund/Your Cause to Ponderosa Elementary School in support of student and school needs.

\$1000 from Mary Bishop to El Camino High School for the Joan Bissen Memorial Scholarship.

\$100 – Non-monetary donation of balloons, streamers, and helium valued at \$100 from Party City to El Camino High School in support of the rally and dance.

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: May 12, 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:

El Camino High School

Class of 2024	Spam Musubi Fundraiser - Selling Spam Musubi at the courtyard during the Farewell Dance. Commencing May 13, 2022 from 7 p.m. to 10:30 p.m.
Class of 2025	Lumpia Fundraiser - Selling afterschool in-front of the ECHS red stage. Commencing May 12, 2022 from 3:30 p.m. to 4:00 p.m.
	Nothing Bundt Cakes Fundraiser - Selling cakes in the ECHS Courtyard during the Coltfest Farewell Dance (afterschool). Commencing May 13, 2022.

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: May 12, 2022

RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

\$12,399.70	Otis Elevator Company - Due to safety concerns, two exterior doors of the Westborough MS elevator, located at each floor, will require two Optiguard Shield 2D Door protection to be installed. Commencing April 29, 2022 through May 6, 2022.
\$6,340	Dan's Drilling & Fencing, Inc. - Six fence posts running along the SSFHS property line adjoining several residences require to be strengthened with supplemental posts embedded in concrete and will need to be welded. Commencing May 2, 2022 through May 13, 2022.
\$14,600	Grand Electric & Construction Co. - Providing \$4M General Liability Insurance and \$1M Workers' Compensation Insurance for the ECHS temporary refrigeration. Commencing May 2022.

District Office – Ed Services

\$18,000	San Mateo County Office of Education (SMCOE) - SSFUSD, in partnership with SMCOE, will support and train mild-moderate and moderate-severe teachers supporting their BTSA needs for credential
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purposes via the Teacher Induction program. Originally Board approved on July 15, 2021 for 10-12 educators. The District is adding participants for a total of 23 educators. This program is good for the 2021-22 fiscal year.

\$25,000

Provo Canyon School - A non-public school for a student with special needs. Services include education, counseling, and residential. Commencing April 25, 2022 through May 31, 2022.

\$3,420

SchoolWorks Inc. - Providing SSFUSD with standard School Explorer services to ensure the correct attendance boundaries and school site information has been provided. Services also include a yearly maintenance fee with unlimited technical support. Commencing July 1, 2022 through June 30, 2023.

\$20,064

Ellevation Inc. - Annual subscription fees and training fees for web-based software platform designed for ELL educators and the English Learners they serve. Commencing July 1, 2022 through June 30, 2023.

El Camino High School

\$700

Gallegos, Marcelo - A disc-jockey (DJ) who will be introducing and playing recorded popular music for the ECHS Farewell Dance. Commencing May 13, 2022.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: May 12, 2022

RE: Approval of 2022-24 Legal Firm Contract Renewal with DWK

BACKGROUND:

The District does business with the legal firm of Dannis Woliver Kelley (DWK) for education law issues such as construction litigation, bond finance, and property, as well as other business. This is a two-year agreement for the 2022-23 and 2023-24 fiscal years.

FISCAL IMPLICATIONS:

The fee structure for the firm is within reasonable amounts paid for similar services.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the renewal of the DWK contract for 2022-23 and 2023-24 as presented.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 4, 2022, by and between the South San Francisco Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2022, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred seventy-five dollars (\$375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred dollars (\$300) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty-five dollars (\$265) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars (\$395) to four hundred fifty dollars (\$450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be \$450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for, or attending meetings with or for District, it may be necessary for Attorney to work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e., Westlaw, e-discovery). Any discount received on such services is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

CONSENT TO USE OF E-MAIL AND CLOUD SERVICES. In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such e-mail transmissions with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Shawnterra Moore, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY



Stephen L Cali
Attorney at Law

May 4, 2022

Date

At its public meeting of _____, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 12, 2022

RE: Approval of the SSFUSD and the City of SSF PD MOU (Version 15)

BACKGROUND

The 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. Since that time, District staff, as directed by the Board of Trustees, has created study sessions, conducted surveys, and held several Board meetings and sub-committee meetings, with police and City representatives to determine whether or not to maintain the SLO program, and if so, what the MOU should include. The Superintendent also held several student focus groups to elicit their feedback and listened to the students and stories of their experiences with diverse perspectives represented. At many Board meetings, community members and students (past and present) expressed their views on the current SLO program. At the January 21, 2021 Board meeting, members of The Coalition of Hope and Action Necessary for Growth and Empowerment, also known as ChangeSSF, presented information on the impact of School Liaison Officers on SSFUSD campuses.

The Board tasked District personnel to work with the SSF PD and City staff to proceed in creating an MOU with specific guidelines and agreements for continuing the SLO program on campuses. District staff submitted a revision of the MOU that was previously discussed at a June 8, 2021 City Subcommittee meeting. At their July 15, 2021 meeting, the Board discussed an MOU that was being negotiated between the District and the City of SSF PD, which was not yet finalized. At that same meeting, the Board agreed to suspend the program and approved tentative plans and policies should the MOU not be finalized prior to August 11, 2021. These recommendations were:

- SSFUSD staff will continue to work on finalizing the MOU with the City staff as expeditiously as possible.

- Prior to the MOU being in place, SSFUSD staff will handle all disciplinary infractions that do not necessitate police presence and will be mindful not to contact the police for minor student infractions.
- Staff will only call the SLO's to campus if there has been a mandatory Education Code violation that warrants police presence as it may endanger the welfare of students and staff.
 - If the incident warrants an arrest of a student, SSFUSD staff will be mindful and cognizant of minimizing exposure of the student being arrested so that it doesn't happen in highly public spaces.
- SSFUSD has the option of contracting with the SSF PD for additional safety and security support at athletics events prior to the MOU being negotiated and agreed upon.

Another City Subcommittee meeting took place on July 26, 2021, where District and City leaders discussed the recommended revisions with the hope of trying to potentially have the MOU approved before school starts. During this meeting, two amendments were requested by City Councilmembers regarding an SLO casual dress code and that the City would bear the cost of SLO training. The City Subcommittee members approved the MOU with the amendments.

On July 28, 2021, the updated MOU was presented at a special City Council meeting. Several changes to the MOU were made by City Councilmembers. This version 11, along with version 10 which was approved by the City Subcommittee on July 26, 2021, were reviewed by the Board at their August 4, 2021 meeting. The Trustees determined they were not in agreement with either version and chose to make other changes before approval. They decided to provide their proposed changes, anonymously, to Dr. Moore. Since an MOU would not be finalized prior to the August 11, 2021 start of school, the Board agreed that the July 15, 2021 decision to suspend the SLO program would remain in effect until an MOU was voted on.

The Superintendent incorporated the Trustee's feedback into version 12 of the MOU, which was discussed and approved at the October 12, 2021 Board meeting. This MOU, version 13, was approved with updates, by the City Council at their November 23, 2021 meeting. SSFUSD staff reviewed this version and make further changes, creating version 14, which was approved at the February 10, 2022 Board meeting and sent to the City Council. At their March 23, 2022 meeting, City Councilmembers made further edits and approved the MOU, creating version 15 which is being reviewed by the Board at this meeting.

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION

It is recommended that the South San Francisco Board of Trustees approve version 15 of the MOU between the SSFUSD and the City of SSF PD concerning the SLO program on school campuses.

SSFUSD-SSFPD MOU *DRAFT* (ver. 15 with City Council edits)

This memorandum of understanding (MOU) is made by the South San Francisco Unified School District ("District") and the City of South San Francisco regarding their mutual understanding of the matters described below. This MOU consists of guidelines to inform the relationship between the District and the School Liaison Officer ("SLO") of the South San Francisco Police Department ("SSFPD"), which relationship is subject to annual review as set forth below. This document will work in conjunction with the District's Expectations for Student Success Handbook (the "District Handbook"); and all applicable city, state, and federal laws that provide guidance on how to properly handle common cases that are generated on school grounds. Some of the laws related to searches and questioning of students are summarized in Appendix 1 to this MOU, which may be updated to reflect changes in the law without requiring an amendment to this MOU.

It is the intention of the District and SSFPD to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, and visitors. In doing so, the District recognizes the impact SLOs may have on different student groups, and will prioritize student safety and relationship building.

I. Goals and Objectives:

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

including SLOs, with training in areas such as cultural diversity, racial bias prevention, crisis intervention, bias and racial profiling prevention and principled policing, along with other training. SSFPD will continue to prepare SLOs through training and experience to meet the unique requirements needed for an SLO to interact appropriately with students and staff in a school setting. Annually, SSFPD Chief of Police and his/her staff and District school administrators will meet to review SLO training requirements and collaborate on a joint list of required training for SLOs, recognizing that over time, training needs may change. The SLO will receive specialized training regarding the education of students with disabilities, as identified under the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Americans with Disabilities Act, to help the SLO understand the unique needs of students with disabilities.

II. Non-Discrimination:

The parties are committed to complying with existing laws that prohibit the use of students' race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group as the basis for providing differing levels of law enforcement service or inconsistent enforcement of the law. Additionally, in accordance with Federal and State law which provides that undocumented students must be provided the same education offered to citizens, and which protects undocumented students from unreasonable search and seizure; in order for all students and families to feel comfortable and secure in the school environment; and consistent with the City of South San Francisco's existing policies for the SSFPD, SLOs will not question students or their parents or family members about their immigration status.

III. District's Role and Responsibility:

- a) Ensure student welfare as its highest priority.
- b) Establish and implement student safety and positive school climate programs.
- c) Develop procedures to handle campus safety issues.
- d) Develop emergency response procedures.
- e) Develop a school safety plan.
- f) Establish and follow procedures for referring SLO involvement.
- g) District school administrators shall not request information related to student contacts with law enforcement outside of the timeframe for which the District has responsibility for the student.
- h) Annually, District school administrators will receive and provide training on when to contact police and when not to contact them, pursuant to established District processes, to ensure clarity of expectations.

- i) Handle all student disciplinary concerns that are not mandatory in nature for and address situations without the involvement of SLOs (beyond the mandatory scope of Cal. Ed. Code § 48902 and Penal Code § 245).

IV. School Liaison Officer's Role and Responsibility:

- a) The School Liaison Officer ("SLO") is a police officer; not a schoolteacher, school administrator, or school counselor, and therefore will not be expected or asked to act in those roles. The SLO will work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate, and will defer to the decisions of those groups, unless there is a criminal aspect.
- b) Coordinate all activities with the principal and staff members concerned; seek permission, guidance, and advice prior to enacting any programs within the school.
- c) When it pertains to preventing a disruption that would, if ignored, place students and staff at risk of harm, the SLO will assist with resolving the problem to guard against risk of harm. In all other cases, disciplining students and addressing other conduct deemed inappropriate is the responsibility of the District.
- d) Provide students, staff, and parents with a familiar and recognizable law enforcement contact. SLOs will work to create positive relationships with students and staff through appropriate social interactions when not responding to requests for assistance.
- e) Attend various sporting events and school activities as needed and as called upon by school administrators (subject to approval by the Superintendent or designee), for the purpose of proactive enforcement and community interaction. As set forth in Section III above, the District shall develop and implement an internal process for determining the need for police involvement at such sporting events and school activities.
- f) The District and SSFPD believe the U.S. Department of Education's position that "restraint and seclusion should be avoided to the greatest extent possible without endangering the safety of students and staff" is the best practice to follow in nearly all situations. The SLO should only use a physical restraint device (e.g. handcuffs or other restraints) in cases that require the physical arrest of a student for referral to the criminal justice system, or to prevent the involved individual from injuring themselves or others.
- g) If doing so is practical and will not interfere with other duties, when working on District campuses, the SLO will wear a designated alternate uniform to present a more casual appearance (*i.e.* – polo shirt with utility slacks, or business suit). When wearing the designated alternate uniform, officers may have all necessary safety equipment for the performance of their duties, including without limitation a bullet-resistant vest worn

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

V. Role of School Liaison Officers During Investigations at School Sites:

- a) School disciplinary investigations are a separate and distinct process from police investigations, which occur only when there is a reasonable suspicion of criminal conduct. In such cases, these processes will occur in parallel. In some cases, police may inform a school/district of an incident that falls within school/district jurisdiction to address at a school discipline level, and in other cases police may respond to a report of a crime which has been investigated by the school/district. Although information gathered in parallel investigations of the same issue may be shared to inform the school and police of additional details not acquired within the scope of either of their independent investigations, searches and interviews facilitated by either the school/district or police do not replace or truncate a thorough investigation by either entity. If either the school/district or police have the benefit of shared information for the purpose of greater clarity of the issue being investigated, then either entity must weigh the facts and evidence and determine the appropriate disposition within their own jurisdiction (*i.e.* the school/district determines an appropriate disciplinary response or intervention within the school realm, and the police determine criminal charges in the legal realm). Although police may also be pursuing a criminal investigation outside of school and have legal grounds to interview the student at school and/or remove the student from campus, it is understood that an overlap of investigative authority of school administrators/district officials and police officers may exist in some cases. To the extent possible, any police investigations into student conduct will occur off campus; however, in some circumstances, such as when the student conduct occurs at school, interviews or other forms of investigation may need to be conducted on campus.
- b) Any searches of students or their property by the SLO shall comply with the Department's Search and Seizure Policy. Absent exigent circumstances, the SLO should make every reasonable effort to alert a school administrator prior to conducting a search of a student or their property, including lockers. Whenever possible, the SLO should be accompanied by a school administrator when conducting searches.
- c) This relationship extends to SLOs who may work with the District's school administrative teams during investigations of student and staff issues. The SLO is an employee of the police department and is a police officer. In matters involving student criminal offenses, the SLO may be asked to assist or provide resources to District officials conducting a school investigation. Interview and search procedure is still governed by the school administrators, who bear responsibility in that situation. If a school administrator asks a police officer to conduct a search, the search would still require the presence of a school administrator, and the SLO would still be an extension of school authority.
- d) When school administrators conduct an investigation and determine that a crime that must be reported by law has been committed, the police are notified. If the police

subsequently dispatch an officer to the school, they begin a parallel investigation which may involve interviews and search procedures. At that point, the police are governed by their own investigation and are responsible for any interviews and searches they initiate within the scope of their authority. If an SLO is coincidentally dispatched in response to a school report of a crime, the SLO is then viewed as a regular police officer fulfilling the responsibilities of a police investigation and not an extension of school administrators.

- e) SLOs and other police officers assisting schools with investigations, when there is no probable cause to believe that the student has committed or has knowledge about a crime, do not assume responsibility just because they are asked to assist. If, during an investigation, an SLO or assisting officer determines that there is probable cause to believe that the student has committed or has knowledge about a crime such that a police investigation should be initiated, even when the school investigation is still ongoing, the officer would then assume responsibility for any parallel investigative processes the officer initiates at that point. The District's investigation and the police investigation would be considered two distinct processes.

VI. Guidelines for Distinguishing Between Disciplinary Misconduct and Criminal Offenses:

One of the primary guiding principles in education and the criminal justice system is that mistakes made by young people should not carry lifelong consequences. Young people should be afforded multiple opportunities to overcome minor violations of law and school policy. The following points provide direction for determining the sanctions for an alleged violation of the District's Code of Conduct, California statutes or local ordinances.

- a) School administrators have broad latitude in addressing minor violations of the District Expectations for Student Success Handbook, that may also be violations of the law. Minor violations of the District Handbook should be addressed by the school administrators without involvement of the SLO. Involvement of police on school campuses, beyond the mandatory scope of Cal. Ed. Code § 48902 and Penal Code § 245, will be at the discretion of District officials/school administrators, in the interest of the safety of the District's learning communities. In exercising such discretion, District officials and school administrators will be required to undergo training and understand and implement District policies for SLO involvement. The District is committed to providing clear guidance and training to ensure it is able to manage student behaviors at the local level in most cases where there are minor infractions of the District Handbook that are also violations of law. Relevant portions of the District Handbook and other District policies that identify the circumstances under which District employees are supposed to involve the SLO are included in Appendix 2 to this MOU, which may be

updated to reflect changes in those documents without an amendment to this MOU.

- b) In certain circumstances, school administrators may be required to report situations to law enforcement for investigation, including but not limited to a student who has been subjected to abuse or neglect, victims of several types of crimes, and threats of violence.
- c) SLOs are responsible for criminal law issues, not school discipline or poor behavior issues. Absent a real and immediate threat to student, staff, or public safety, incidents on District campuses involving public order offenses (including disorderly conduct; disturbance/disruption of schools or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon) are considered school discipline issues to be handled by school administrators, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).
- d) Whenever possible, a student will not be arrested at school when the arrest can be made effectively elsewhere. An arrest at school is the last resort after all other avenues have been exhausted, unless the student poses a real and immediate threat to another student, teacher, or public safety; or a judicial warrant specifically directs the arrest of the student in a school.
- e) If circumstances require an arrest to occur on school grounds, the SLO shall be mindful of the educational environment and of other students who may witness the arrest. Whenever possible, arrests should not occur during the lunch hour, before or after school, or in open areas on a school campus where there is a potential for a large number of student witnesses.
- f) Except in exigent circumstances, school principals / principals' designees will be advised prior to an arrest of a student on school grounds. The student's parent or guardian will be notified as soon as practicable when the student is released to a law enforcement officer.
- g) SSFPD officers, including the SLO, will continue to follow state law and City policies when effectuating arrests.

VII. Student Rights:

- a) Except in exigent circumstances, the SLO will inform school administrators prior to conducting a probable cause search of a student on campus.
- b) The SLO will inform school administrators prior to questioning a student on school grounds, except in situations where the student poses a real and immediate threat to another student, teacher, or public safety, and such advance notice to school administrators is not feasible.
- c) Absent a real and immediate threat to student, staff, or public safety, physically invasive searches by a SLO will not be conducted on a student, except as noted above in

circumstances in which an SLO is conducting a search pursuant to an independent criminal investigation.

VIII. Training and Reports on SLO Activity:

- a) The SLO will provide an annual report on SLO Program activities. The District, represented by the Superintendent or his/her designee and the City of South San Francisco, represented by the City Manager or his/her designee will collaborate on identifying the information to be included in the annual report.
- b) SSFPD currently provides all officers, including SLOs, with training in areas such as cultural diversity, racial bias prevention, crisis intervention, bias and racial profiling prevention and principled policing, along with other training. It is SSFPD's intent to continue to prepare SLOs through training and experience to meet the unique requirements needed for an SLO to interact appropriately with students and staff in a school setting. Annually, SSFPD staff and District staff will meet to review SLO training requirements and collaborate on a joint list of required training for SLOs, recognizing that over time training needs may change. This joint list of required trainings will be set forth in a side letter that is updated annually.
- c) The SLO will receive specialized training regarding the education of students with disabilities, as identified under the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Americans with Disabilities Act, to help the SLO understand the unique needs of students with disabilities.
- d) If the District offers trainings or publishes policies regarding non-punitive approaches to behavioral management in the District, then the parties expect that the SLO will participate in the trainings and be familiar with the content of the trainings and any such policies. If the District has implemented any specific programs designed to improve overall school climate or respond to student behaviors in specific ways, the District may invite the SLO to participate in any trainings associated with those programs.
- e) SSFPD will pay for all SLO training described in this MOU.

IX. SLO Performance and Review

- a) In the event that a school/district has concerns regarding the actions of an SLO relative to this MOU, a representative of the school/district will refer the concerns initially and in writing to the Chief of Police, after which the Chief of Police and a District representative will meet and confer. A meeting may also be conducted with all parties, including the SLO, to mediate and resolve any problems.
- b) Notwithstanding the process described in the immediately preceding subsections, the SSFPD Chief is solely responsible for decisions about the assignment of SLOs, hiring and continuing employment of SLOs, and supervision and evaluations of the

performance of SLOs. In the event that a school/district concern regarding the actions of an SLO relative to this MOU is not resolved through the steps described above, the SSFPD Chief will reassign the SLO and exercise reasonable diligence to identify and provide a qualified replacement. The SSFPD Chief will consult with the District Superintendent or designee regarding the assignment of SLOs. In the event that the District Superintendent or designee has concerns about an SLO assignment, the process described in this Section IX will apply.

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

X. Program Evaluation, Assessment, and Report:

- a) The School Liaison Officer Program will be assessed annually as described in this Section. The evaluation of the Program will be conducted jointly between the City of South San Francisco, represented by the City Manager or his/her designee and the District, represented by the Superintendent or his/her designee. The annual Program assessment may include, but is not limited to the following areas:
 - 1) Success of established Program goals and objectives.
 - 2) An internal survey of school administration, staff, and student representatives who have had interactions with law enforcement officers on campus will be conducted. The number of student representatives whose input will be sought will vary according to grade level. The survey will be primarily concerned with perceptions of safety and security relative to the Program. The timing, content, and evaluation of the survey will be discussed as part of regular meetings (see Section X(b) below). The City of South San Francisco will be provided with such survey information, including disaggregated survey responses.
 - 3) An appraisal of areas with opportunities for improvement

A purpose of the assessment is to determine whether the program should continue for the following school year.

- b) The parties also agree to establish a meeting schedule in order to maintain regular and open communication; to evaluate the effect of this agreement; and to suggest improvements and adjustments that may be necessary. The City Manager and Superintendent or their designees will determine who will participate in the meetings. If

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

c) The City Council and District Board of Trustees will receive a report each March, beginning in March 2023 regarding the Program. The report will be based on information available from the previous calendar year. A purpose of the report is to provide the City Council and Board of Trustees with information relevant to their consideration of whether the program should be renewed for another year. The report will summarize the review described in this section, including an appraisal of whether the program is achieving its intended goals and objectives, and any improvements or adjustments to the Program proposed by the City Manager and Superintendent. The report will be presented to the City Council and District Board of Trustees as part of their consideration of annual renewal of this MOU, as described in Section XIII(a).

d) This report should include aggregated data on why police were called to campus, who called them, demographic data on the students and other people with which they interacted, and outcomes (including arrests, citations, and other data).~~The District~~ The District will collect relevant demographic and outcome data for district students from the previous calendar year. The City of South San Francisco will also track and share data with the school district regarding the number of student arrests and citations, by gender, race/ethnicity, and any other relevant data from the previous calendar year.

e) The City of South San Francisco, represented by the City Manager or his/her designee, and the District will bring proposed amendments to this MOU to the City Council and District Board of Trustees as necessary and not solely as part of the annual presentation to the City Council and District Board of Trustees. The District or City Council can agendize this at any of their respective meetings.

XI. Mutual Indemnity:

The City of South San Francisco, represented by the City Manager or his/her designee and the District agree to indemnify and hold each other harmless against any and all third-party losses, claims, liabilities, damages, costs, expenses and injuries (including personal injuries or death) arising from or in connection with investigations at school sites, to the extent that such losses, claims, liabilities, damages, costs, expenses or injuries arise out of the negligence of the indemnifying party. In the event of concurrent negligence of the parties, liability for any and all claims for injuries or damage to persons and/or property would be apportioned according to the California theory of comparative negligence.

XII. No Third-Party Beneficiaries:

Nothing in this MOU is intended to or shall confer upon any person other than the parties any rights or remedies hereunder.

XIII. Renewal and Termination:

- a) The initial term of this MOU shall commence 30 days after the MOU has been approved by both the City Council and the District's Board of Trustees, and shall remain in effect through June 30, 2023. Beginning in March 2023, and each March thereafter, this MOU shall be reconsidered for renewal by both the City of South San Francisco and the District for each successive fiscal year, unless either party gives written notice of termination as set forth in subsection (b) below. For purposes of this MOU, the fiscal year begins on July 1st and ends on June 30th each year. In the event that the City Council or Board of Trustees is unable to complete deliberations on renewal of this MOU prior to June 30th each year, the MOU may be renewed at any time and will apply to the balance of the fiscal year in which it is renewed. The District or City Council can at any time agendaize this at any of their respective meetings.
- b) This MOU may be terminated without cause by either party at any time, by giving prior written notice at least 30 days in advance of the effective date of such termination, or may be terminated by mutual agreement of both parties.
- c) All notices under this MOU shall be in writing and delivered by email AND U.S. mail, postage prepaid, to the following addresses:

If to South San Francisco Unified School District:
398 B Street
South San Francisco, CA 94080

If to City of South San Francisco:
P.O. Box 711
South San Francisco, CA 94083

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates set forth below:

South San Francisco Unified School District

Date: _____

Dr. Shawnterra Moore, Superintendent

South San Francisco

Date: _____

Mike Futrell, City Manager

APPENDIX 1

California Criminal Procedure

December 2020 Update

Laurie L. Levensona and Alex Ricciardullia

Chapter 7. Confessions and Admissions

§ 7:17. Interrogation requirement—Questioning juveniles

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

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

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

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

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

Footnotes

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

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

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

4 Welfare and Institutions Code § 625.

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

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

7 Welf. & Inst. Code, § 625.6(a).

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

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

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

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

12 Penal Code § 859.5(b).

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

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

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

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

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

Comment:

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

Footnotes

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

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

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

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

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

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

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

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

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

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

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

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

13 Education Code § 49050.

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

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

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SEARCHES OF STUDENTS



Do I have the right to refuse to be searched?

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

Can my school search me without my consent?

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

What is “reasonable suspicion”?

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

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

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

Can my school strip search me?

NO.¹

Can my school search my locker?

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

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

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

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

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

Can my school conduct general metal detector searches?

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

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

¹ California Education Code § 49050

SEARCHES OF STUDENTS



Can my school make me take a random drug test?

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

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

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

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

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

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

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



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INSPECCIÓN DE LOS ESTUDIANTES

MY SCHOOL MY RIGHTS KNOW YOUR RIGHTS

¿Puede mi escuela registrarme sin mi consentimiento?

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

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

¿Qué es “sospecha razonable”?

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

¿Tengo derecho a negarme a ser registrado?

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

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

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

¿Puede mi escuela registrarme desnudo?

NO.

¿Puede mi escuela registrar mi casillero?

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

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

¿Puede mi escuela usar perros rastreadores de drogas?

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

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

INSPECCIÓN DE LOS ESTUDIANTES

MY SCHOOL MY RIGHTS KNOW YOUR RIGHTS

CONTINUACIÓN

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

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

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

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

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

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

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

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

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

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

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



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ⁱ Código de Educación de California § 49050

APPENDIX 2

Non-Mandatory calls to SSFPD, SBPD, DCPD

Involvement of police on school campuses, beyond the mandatory scope of [CA Ed. Code § 48902](#) and [Penal Code § 245](#) is considered at the discretion of our site/district administrators in the interest of the safety of our learning communities.

Examples of important safety considerations that may involve consultation or requests for the presence of police are as follows:

- Gaining a better understanding/more informed understanding of a student's circumstances outside of school that may be contributing to problem behaviors and/or contributions to community safety.
- Support is needed when doing home visits/welfare checks for truancy cases and possible neglect circumstances, for the safety of all children and the investigating administrators and staff.
- Addressing gang affiliation, per [AR 5136](#) and [BP 5136](#)
- Provide guidance on the dangers of gang membership, per AR 5136
- Pro-active investigation of suspected involvement with drug trade on campus, but evidence of direct crime has not yet been established.
- Investigation of report of dangerous object, explosive device, or other implements/items stored or suspected to be stored in a location on/off campus (even though crime has not yet been committed)
- Reasonable suspicion that a student or visitor on campus may be in possession of a weapon/dangerous object on campus, or on the way to/from campus.
- Home visit to welfare check students that have been truant or numerous unexcused absences, or indicators of neglect have been observed.
- Assistance with having pro-active conversations with students engaged in dangerous behavior/decision-making and/or contributing to behavior that puts others in the community at risk of harm.
- Parents also request police intervention for certain student behaviors, particularly when at-school and at-home conduct are related and/or rooted in issues manifesting in common behavior symptoms. These requests range from asking officers to have a conversation with a student, to requests for home visits, and/or for informational purposes.

- Assistance with improving/refining emergency response procedures and emergency preparedness.
- Participate in student activities and visible on campus for PBIS spirit days, Student Council Activities, Family Academic Nights, so as to build positive relationships with staff, students and families.
- Assist with event supervision for the safety of our students, staff, and families. Large gatherings (i.e. SSFHS and ECHS bell games with well over 1000-2000 attendees) benefit from the protection of assisted supervision, particularly when members of the public, including those not associated with our schools, seek to attend our events.

Additional Reference: [Requirements of CA Education Code § 48902](#) (Fagen, Friedman & Fullfrost)

South San Francisco Police Department
1 Chestnut Avenue
South San Francisco, CA 94080

→ To Our Citizens:

As your Chief of Police, I want to assure you that your Department wishes to provide you the best type of law enforcement possible. We invite your suggestions for methods of improving police services through constructive criticism of Department procedures, your comments indicating dissatisfaction with manner of performance, or information concerning commendable actions by employees of our Department. Each report received will be investigated and appropriate action taken. Complaints against Department personnel will be handled in a prompt and unbiased manner. Your suggestions about improved procedures will be investigated, evaluated, and implemented when feasible to do so. Any commendation of the actions of our personnel will result in appropriate recognition.

If you wish to make a report in person, please come to your Police Department. You will be received courteously, and thorough consideration will be given to your report. If you wish to register your report in writing, complete and mail this form. Please provide as much information as possible. Give your name and address so that we may contact you for further information, if needed. Information will be kept confidential.

Every report will receive my personal attention.

Remember, law enforcement is everybody's business.

lett lapell

Scott Campbell
Chief of Police

YOU HAVE THE RIGHT TO SUBMIT A COMPLAINT AGAINST A POLICE OFFICER FOR ANY IMPROPER POLICE CONDUCT. CALIFORNIA LAW REQUIRES THIS AGENCY TO HAVE A PROCEDURE TO INVESTIGATE CITIZENS' COMPLAINTS. YOU HAVE A RIGHT TO A WRITTEN DESCRIPTION OF THIS PROCEDURE. THIS AGENCY MAY FIND AFTER INVESTIGATION THAT THERE IS NOT ENOUGH EVIDENCE TO WARRANT ACTION ON YOUR COMPLAINT; EVEN IF THAT IS THE CASE, YOU HAVE THE RIGHT TO MAKE THE COMPLAINT AND HAVE IT INVESTIGATED IF YOU BELIEVE AN OFFICER BEHAVED IMPROPERLY. CITIZEN COMPLAINTS AND ANY REPORTS OR FINDINGS RELATING TO COMPLAINTS MUST BE RETAINED BY THIS AGENCY FOR AT LEAST FIVE YEARS.

(REVISED: MARCH 2022)

[illegible]

Return Address

Place
Stamp
Here

**Chief of Police
South San Francisco Police Department
1 Chestnut Avenue
South San Francisco, CA 94080**

CONFIDENTIAL

Departamento de Policia de South San Francisco
1 Chestnut Avenue
South San Francisco, CA 94080

A Nuestra Comunidad:

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

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

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

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

Todo informe recibirá mi atención personal.

Recuerde, los servicios policíacos son asuntos de todos.

Scott Campbell
Jefe de Policía

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

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[illegible]

Return Address

Chief of Police
South San Francisco Police Department
1 Chestnut Avenue
South San Francisco, CA 94080

CONFIDENTIAL

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 12, 2022

RE: Approval of District's Strategic Plan

BACKGROUND

SSFUSD engaged in a strategic planning process in 2015 and brought together representatives from across the District to develop the Strategic Planning Committee. Throughout the sessions, the committee worked collaboratively and in small groups to develop the District's Strategic Plan. After much discussion, the committee decided to set the foundation by morphing what was supposed to be a strategic plan and yet developed into a vision for our students, known as the 4 Es - 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.

After tying this vision to the LCAP goals and priorities over the last seven years, we believe it is time to further develop a Strategic Plan to provide focus and coherence to our efforts, establish key pillars from which to stay focused on, provide indicators of success, and a roadmap that encompassing current District goals and priorities around academic excellence, talent management, operational and fiscal stewardship, and community engagement and connected with a strong emphasis on professional learning. This plan will enable us to focus on both long and short term goals and planning and enable us to monitor our progress and measure our growth (performance management).

Strategic plans are important because of the following:

- They **clearly define the impact** school systems intend to achieve.
- They help organizations **narrow and sequence the efforts** they believe are most needed to achieve their desired impact.
- They **align and channel limited resources** (people, time and money) into fulfilling a focused set of activities.
- They enable **reflection and continuous improvement**.

Cabinet met with three different strategic planning organizations. We narrowed them down to two organizations and engaged in the Fit, Feasibility, Monitoring, and Evaluation process to determine which organization we believed to be the best fit and the one which best operates through the lens of educational equity such that this plan can be an equity-centered plan for the District. After careful consideration, reaching out to references for both organizations, and scoring the different organizations based on our established criteria, we decided that Attuned Education Partners met our criteria and would be able to deliver on the expectations and deliverables articulated in our meeting.

With this being both a Superintendent and Board Priority, staff is requesting the Board approve the strategic planning company, Attuned Education Partners, to facilitate the Strategic Plan process in SSFUSD.

FISCAL IMPLICATIONS:

\$124,000 to be paid out of the General Fund.

RECOMMENDATION

It is recommended that the South San Francisco Board of Trustees approve the strategic planning company, Attuned Education Partners, to facilitate the Strategic Plan process in SSFUSD.

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: May 12, 2022

RE: Approval of Agreement with DocuSign for the 2022-24 School Years

BACKGROUND:

SSFUSD successfully partnered with DocuSign in November of 2020, due to the efficiency and expediting of documents. The District would like to continue its partnership from May 2022-May 20, 2024. Each site principal and District office staff will have access and authorization to sign documents. This year we will increase our usage from 5000 envelopes to 11,000 envelopes. In DocuSign, an envelope is a container for documents that will be sent to a recipient to sign. The envelope holds data on the documents to be signed, the signers, and other recipients, and the places where signers will sign the documents.

FISCAL IMPLICATIONS:

For the 2-year agreement:

▪ eSignature Business Pro for Gov. Envelopes, 22,000	\$78,408.00
▪ Premier Support	\$12,817.20
▪ SMS Delivery	<u>\$ 7,040.00</u>
TOTAL	\$98,265.20

This amount will be paid from one-time ESSER III funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 2-year agreement with DocuSign, Inc. in the amount of \$98,265.20 for the 2022-24 school years to provide secured and stored documents.



DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: May 20, 2022

Prepared By: Nicole Ruiz
Quote Number: Q-00762002

ORDER FORM

Address Information

Bill To:

South San Francisco Unified School District
398 B St,
South San Francisco, CA, 94080
United States

Ship To:

South San Francisco Unified School District
398 B St,
South San Francisco, CA, 94080
United States

Billing Contact Name:

Keith Irish

Billing Email Address:

kirish@ssfusd.org

Billing Phone:

(650) 877-8720

Shipping Contact Name:

Keith Irish

Shipping Email Address:

kirish@ssfusd.org

Shipping Phone:

(650) 877-8720

Order Details

Order Start Date: May 21, 2022

Order End Date: May 20, 2024

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro for Gov - Envelope	May 21, 2022	May 20, 2024	22,000	\$78,408.00
Premier Support	May 21, 2022	May 20, 2024	1	\$12,817.20
SMS Delivery - US/CAN	May 21, 2022	May 20, 2024	22,000	\$7,040.00

Grand Total: \$98,265.20

Product Details

eSignature Envelope Allowance: 22,000

Overage/Usage Fees

eSignature Business Pro for Gov - Env (Per Transaction): \$6.40

SMS Delivery - US/CAN: \$0.50

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:

Name:

Job Title:

Date:

**DocuSign,
Inc.**

Signature:

Name:

Job Title:

Date:

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: May 12, 2022

RE: Approval of the Big Lift Supervisor Independent Contractor Agreement for the 2022-23 school year.

BACKGROUND:

The Big Lift Supervisor position was historically a certificated position. Due to staffing challenges in 2021-22 SSFUSD opted to contract for the position. The District contracted with Ms. Roselle Loudon and has been impressed with her performance.

Ms. Roselle Loudon was able to provide her professional expertise to the Big Lift program since she has managed County-wide programs and grants for the SMCOE in the past. In addition, her undergraduate work in Early Childhood Education gives her the content knowledge to support the Big Lift Early Literacy Initiative. She was able to meet all the requirements of this position for the 2021-22 school year. Moving forward Ms. Loudon has enrolled in a credential program to become certificated. The credential program will likely take two years to complete. Until then we would like to continue contracting with Ms. Loudon.

Some of the duties which are needed in order to keep the Big Lift Program running efficiently include:

- Reporting
- Attendance
- Collaboration

FISCAL IMPLICATIONS:

The amount of \$90,293 will be paid using the Big Lift Grant fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Independent Contractor agreement for the Big Lift Supervisor position, with Ms. Loudon, from July 15, 2022 to June 15, 2023 in the amount of \$90,293.



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES
Ted O, Assistant Superintendent
398 B Street, South San Francisco, CA 94080-4423
(650) 877-8707 / Fax (650) 866-4719

PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTOR / CONSULTANT

This Agreement ("Agreement"), made this ____ day of _____, _____, by and between the South San Francisco Unified School District of San Mateo County, a subdivision of the State of California ("District") and _____, a duly qualified consultant ("Consultant").

District and Consultant hereby agree as follows:

1. Scope and Description of Services:

(Attach additional pages if necessary, note any attachment)

2. Agreement Documents:

The Agreement documents consist of the Agreement for Consultant Services, the following General Provisions, any attachments, a completed W-9 (Attachment A), and completed insurance forms.

3. Compensation:

For the full performance of this agreement, District shall pay the Consultant:

Consultant's Total Fee: Up to \$ 90,293

Expenses not to exceed (if any):\$ 90,293

Note: Request for payment must be submitted to the District on the itemized Request for Payment – Professional Services Form (Attachment B).

4. Term of Agreement:

The term of this Agreement shall be from 7/15/22 to 6/15/23 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above. No Agreement is valid until approved by the Board of Trustees.

South San Francisco Unified

Consultant

Superintendent/Designee

Name/Title

Sign Here

Date of Board Approval: _____
May 12, 2022

Social Security or IRS Tax ID
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GENERAL PROVISIONS

1. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant here by warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
2. Status of Consultant: the parties intend that consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, workers' compensation plan, insurance, bonus or similar benefits District provides its employees.
3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code Section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive Agreement requirements. Failure of the consultant to secure proper authorization for extra work shall constitute a waiver of any and all rights to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
5. Nondiscrimination: Consultant shall comply with all applicable federal, state and local laws rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
6. Transfer of Rights: Consultant assigns to District all rights throughout the work in perpetuity in nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such action as are necessary to protect the rights assigned to "District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this Agreement include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans

and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of all design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitations, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these Agreement documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance, including but not limited to: general liability, automobile liability, and professional liability coverage in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision (Section 8) above. **In addition, Consultant shall provide proof of coverage as specified below.**

(a) ☒ **Required** / ☐ **Not Required:** Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "this policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District." (Note: Consultant is not entitled to coverage by District workers' compensation regardless whether policy is required).

(b) ☒ **Required** / ☐ **Not Required:** Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

(c) ☐ **Required** / ☒ **Not Required:** Automobile liability insurance covering bodily injury and property damage in an amount no less than \$300,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) ☐ **Required** / ☒ **Non Required:** Professional Liability (errors and Omissions) Insurance for all activities of the consultant arising out of or in connection with this Agreement in an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This

policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(e) Each general liability, automobile liability, and professional liability insurance policy, shall be endorsed with the following specific language:

- (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
- (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(f) Documentation: The following documentation shall be submitted to the District:

- (1) Properly executed certificates of insurance clearly evidencing all coverages limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- (3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance required above, the same shall be deemed a material breach of Agreement. District, at its sole option may terminate this Agreement and obtain damages from the Consultant resulting from the breach. District may purchase such required insurance, and without further notice to Consultant, deduct from sums due to Consultant any costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments:

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
ATTN: Accounts Payable

Consultant:	Roselle Loudon
Address:	1247 Rainier Ave
City/State/Zip:	Pacifica, CA 94044
Phone:	650-834-2970
Fax:	
Email:	Rmloudon@yahoo.com

And when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

- (a) District may terminate this Agreement by giving ten (10) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.
- (b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

- 12. Security:** By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

☒ are subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (b) below, is applicable.

☐ are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph © below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that:

- (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1.
- (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony.
- (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony.
- (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site:

- (1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site.
- (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site.
- (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office.
- (4) Consultant and "consultant's employees shall not use student restroom facilities.
- (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend performance for which the agreed return has not been received.

14. Taxes, Disclosures, and Expenses: Consultant agrees to file federal and state May 12, 2022 returns and pay all applicable state and federal taxes on amount paid pursuant to this Agreement. District will not withhold or set aside any money for Action

behalf of consultant for federal, state, or social security tax, or unemployment or disability insurance or any other federal or state fund whatsoever. In case District is audited for compliance regarding any applicable taxes, consultant agrees to furnish District with proof of payment of taxes on those earnings.

Consultant agrees to disclose to District if he/she is a retired or current member of STRS or PERS and to disclose to District if he/she is receiving retirement income from either STRS or PERS.

Consultant shall be responsible for all costs and expenses incident to the performance of services, including but not limited to: equipment, supplies, fees, fines, licenses, bonds, or taxes required of or imposed against Consultant. District shall not be responsible for any expenses incurred by Consultant except as provided in Section 3 of this Agreement.

Note: Federal Internal Revenue regulations require District to report all payments to individuals for consultant services.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of San Mateo, California, and no other place.

17. Merger: This writing is intended both as a final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or a subsequent breach of the same or any other term or promise contained in this Agreement.

21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other calamity, or other reason beyond the reasonable control of the party, performance of that act shall be excused, provided that the party shall not be liable for any damages or losses resulting from such delay or hindrance, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused, provided that the party shall not be liable for any damages or losses resulting from such delay or hindrance.

be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

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
Sabrina Yacoub, Director of Special Education

DATE: May 12, 2022

RE: Approval of Extension/Amendment of PSA (Professional Service Agreement) with Avid Translation

BACKGROUND:

An Avid Translation agreement was approved at the June 24, 2021 Board meeting in the amount of \$360,000. The District has had a higher-than-normal rate of requests for IEP meetings and documents to be translated this year. We have also had to rely on ASL staff to be hired from Avid Translation versus other contracts that had been established at the beginning of the year due to those agencies not being able to provide staff as agreed. As a result, we have depleted the budgeted allocation of our original contract with Avid Translation and have not used the amounts allocated for agencies which have not provided the ASL staff (Hannah, Stepping Stones, BACA, and Sunbelt). This memo is to request an extension of our Avid Translate contract in the amount of \$150,000.

FISCAL IMPLICATIONS:

\$150,000 increase.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve an extension of the Avid Translation contract in order to fulfil Individualized Education Plan (IEP) service agreements for the remainder of the 2021-22 school year.

AMENDED PROFESSIONAL SERVICES AGREEMENT

2021-2022

This Agreement is entered into between Avid Translations (CONTRACTOR) and South San Francisco Unified School District (District). DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2021 or the day immediately following approval by the Board of Education to June 30, 2022.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$510,000** Dollars per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to DISTRICT.

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by DISTRICT, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by DISTRICT and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* [NONE], which shall not exceed a total cost of n/a .
5. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of DISTRICT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to DISTRICT. All amounts paid by DISTRICT shall be subject to audit by DISTRICT. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT Representative:

Name: Sabrina Yacoub

Site /Dept.: Special Education

Address: 398 B Street, SSF, CA 94080

Phone: (650) – 877-8700

Email: syacoub@ssfusd.org

CONTRACTOR:

Name: _____

Title: .: _____

Address: _____

Phone: _____

Email: _____

Notice shall be effective when received if personally served or, if mailed, three (3) calendar days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees, agents, volunteers, consultants and subcontractors shall not be considered officers, employees, agents, partners, or joint ventures of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, DISTRICT being interested only in the results obtained.

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

☐ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$2,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to DISTRICT and shall name DISTRICT as an additional insured. Evidence of insurance must be attached. Endorsement of DISTRICT as an additional insured shall not affect DISTRICT's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and DISTRICT in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering DISTRICT professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in aggregate..

10. **Licenses and Permits:** CONTRACTOR, its employees, consultants and agents shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement. DISTRICT has no obligation to pay for any hours of service during which any required credentials, licenses or permits are expired, lapsed, or otherwise not in effect.

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11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of DISTRICT.
12. **Non-Discrimination:** It is the policy of DISTRICT that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR shall indemnify and hold DISTRICT and its respective Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("DISTRICT Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding DISTRICT Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.

DISTRICT also shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, consultants, attorneys, and subcontractors ("CONTRACTOR Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of DISTRICT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnitees). This provision survives termination of this Agreement.

15. **Compliance with Laws, Statutes, Regulations:** CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable District policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with District policies and shall indemnify District under the provisions of Section 14 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the failure of CONTRACTOR, its employees, consultants or agents to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that DISTRICT may report to the California Department of Education ("CDE") any violations of the provisions of this Professional Services Agreement and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification, pursuant to California Education Code section 56366.4(a).

16. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of DISTRICT.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** DISTRICT may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If

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the cost to DISTRICT exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

19. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide DISTRICT with evidence of staff qualifications, which include:
- a. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at DISTRICT sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB risk assessment testing on file consistent with Education Code section 49406.
 - b. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by DISTRICT, or acting as independent contractors of CONTRACTOR, who may have contact with DISTRICT pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with DISTRICT pupils in providing services to the DISTRICT under this Agreement."

In the event that DISTRICT, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative or agent from an DISTRICT school site and/or property, CONTRACTOR shall immediately, upon receiving notice from DISTRICT of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **DISTRICT's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** DISTRICT may evaluate CONTRACTOR's work in any way that DISTRICT is entitled to do so pursuant to applicable law. The DISTRICT's evaluation may include, without limitation:
- a. Requesting that DISTRICT employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of DISTRICT Liability:** Other than as provided in this Agreement, DISTRICT's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Non-Solicitation of CONTRACTOR Employees:** DISTRICT agrees not to solicit for hire any employee of CONTRACTOR placed in DISTRICT schools and/or programs pursuant to this Agreement ("Consultant") for a period of twelve (12) calendar months following the last date of that Consultant's paid services to the DISTRICT. Notwithstanding the foregoing, after a Consultant completes one (1) full billable school year with the DISTRICT pursuant to this Agreement, the DISTRICT may hire the Consultant as an employee of the DISTRICT subject to payment of a referral fee to CONTRACTOR. This fee shall be agreed upon in writing between the DISTRICT and the CONTRACTOR.
24. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing DISTRICT's Confidentiality Agreement Regarding Student Data.
25. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of DISTRICT to perform any service by this Agreement without the prior approval of DISTRICT Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to DISTRICT's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify DISTRICT in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
27. **Litigation:** This Agreement shall be performed in South San Francisco, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The San Mateo County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
28. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
29. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
31. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
32. **Contract Contingent on Governing Board Approval:** DISTRICT shall not be bound by the terms of this Agreement until it has been formally approved by DISTRICT's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
33. **W-9 Form:** If CONTRACTOR is doing business with DISTRICT for the first time, complete and return with the signed Contract the W-9 form.
34. **Contract Publicly Posted:** This Agreement, its contents, and all incorporated documents are public documents and will be made available by DISTRICT to the public online via the Internet.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONTRACTOR

Signature

Ted O
Printed Name

Assistant Superintendent of Business Services
Title

Date

Signature

Printed Name

Title

Date

May 12, 2022

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EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

The agreement documents consist of this agreement, a completed W-9, and completed insurance forms.

Provide verbal and written communication to ensure families are able to actively participate in the IEP process. Additionally, the District contracts American Sign Language (ASL) interpreters for IEP meetings, and to support transitional service needs for students with disabilities in our Adult Transition Program as well as PreSchool. Interpretations are to be word for word and not left to the discretion of the interpreter to infer.

See attached AVID Translation Contract Rates/Policy on Requesting Services, Cancellation and Payment for more details.

ASL Para Interpreter - Avid agrees to supply 1 person to provide interpretation in class to support student(s)	\$120/hr (in-person) \$105/hr (video)
Interpretation and Translation (language based) of IEP meetings, including ASL/SEE Educational Interpreter(s) - Avid agrees to supply based on individual requests made	\$105/hr (video) \$115/hr (in person) \$105/page (document) \$.022/word (multiple documents)

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: May 12, 2022

RE: Approval of California College Guidance Initiative for the 2022-23 School Year.

BACKGROUND:

The California College Guidance Initiative (CCGI) provides a data and planning infrastructure that helps to increase post-secondary preparation and attainment for students in California. CCGI shall provide the support for the integration of education records and student data which will be maintained and processed on behalf of the District. CCGI will provide an audit report of A-G course listings to identify discrepancies. Students will be able to auto-populate applications for admission to all CSU campuses with course data from their accounts.

CCGI will notify SSFUSD within 90 days in the event that funding from the State of California is reduced or discontinued.

FISCAL IMPLICATIONS:

CCGI will provide the services to SSFUSD free of charge as long as they continue to receive State funding.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU between CCGI and SSFUSD for the 2022-23 school year moving forward, until and unless terminated by the State of California.



DATA SHARING AND SERVICES AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:

The California College Guidance Initiative

And

[INSERT] DISTRICT

Agreement No. **[FCCC will enter]**

This Data Sharing and Services Agreement ("Agreement") is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **[INSERT]** ("District"), to set forth the roles and responsibilities of the Parties related to District's uploading of its students Education Records to www.CaliforniaColleges.edu or hereinafter ("CaliforniaColleges Website") and Foundation's provision of account support services on the CaliforniaColleges Website.

I. RECITALS

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is operated by the Foundation on behalf of the State of California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

WHEREAS, CCGI's tools and services constitute the K-12 student, family and educator facing tools for college planning and transition under California's Cradle to Career Data System;

WHEREAS, CCGI is the State of California's official provider of technical assistance regarding a-g course alignment to the Course Management Portal and to provide a one stop platform for college planning;

WHEREAS, CCGI is authorized and funded by the state to provide these services to all K-12 districts serving 6th-12th grade students, free of charge;

WHEREAS, CCGI transmits student transcript data across institutions to help inform admissions, enrollment, placement, guidance and financial aid at institutions of higher education;

WHEREAS, the Family Educational Rights and Privacy Act (“FERPA”), 34 CFR §99.31(a)(1)(i)(B) and the California Education Code, §49076 (a)(2)(G), allow District to disclose student data to Foundation, without parental consent, in order to provide services to District that District otherwise could have provided with its own employees; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Parties related to District’s uploading of Education Records to the CaliforniaColleges Website and Foundation’s provision of technical assistance and account support services on the CaliforniaColleges Website.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purpose stated below.

II. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

“Agreement” shall have the meaning set forth in the preamble above and includes all exhibits (see below), schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

Exhibit A: List of Authorized Third Parties

Exhibit B: Data Privacy and Security Addendum

Exhibit C: Data File Technical Specifications

“Authorized Third Party” shall mean an entity, identified by District on the **Notice of Authorized Third Parties**, attached to this Agreement as **Exhibit A**, and hereby incorporated by reference, authorized by District to utilize the Services (as defined below) in accordance with this Agreement.

“Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.

“Confidential Information” shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as “confidential” or “proprietary” at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

“CaliforniaColleges Website” shall mean the Internet website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor

("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, attached to this Agreement as **Exhibit B**, and herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

"Data Breach" shall mean actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Effective Date" shall have the meaning set forth in Section III.A of this Agreement.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

"Misuse" shall have the meaning as set forth in Section IX.A of this Agreement.

"Party" or "Parties" shall mean either Foundation, on behalf of CCGI, or District, or both.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the District and provided to the CaliforniaColleges Website by an employee or agent of the District; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by District. Student Data includes Personally Identifiable Information (defined below). Student Data does not include information created by a student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

"Services" means the services and levels of support offered by Foundation and accepted by District, as described in Section V.D of this Agreement.

"Software" shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"System User" shall mean any student or parent whose Student Data are disclosed to the CaliforniaColleges Website by the District or by a student (or parent) who is assigned to use the CaliforniaColleges Website by the District.

Any other capitalized terms used in this Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Agreement, shall have the meaning given to them in this Agreement.

III. TERM AND TERMINATION

A. Term. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement (“Effective Date”) and will continue until terminated by either party pursuant to Section III(B),(C), or (E). No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section X of this Agreement at least thirty (30) calendar days in advance of the Termination Date.

C. Termination for Cause. Either party shall have the right to terminate the Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Agreement, including a material breach with respect to the any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

D. Handling of Data Following Termination of Agreement

1. **Deletion of Data.** Education Records provided under the Agreement shall be destroyed by Foundation and Vendor upon termination of this agreement or within thirty (30) days from the date on which District requests destruction of the data or determines that such student data are no longer needed for the purposes of this Agreement. In order to commence the procedure for requesting destruction of Education Records, District shall provide written notice to the Foundation as specified in Section X, requesting destruction of the data. Upon receipt of District’s written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation and Vendor.

2. **Requests for Return of Data to District.** In lieu of destruction of Education Records, as provided in Sec. III.D.1, the District may request return of the data. In the event of such a request, the District shall provide thirty days (30) advance written notice to the address listed in Section X of this Agreement to the Foundation. Upon request and notice by District in accordance with this Section III.D.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation. District shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the District.

3. **Retention of Student Data by the System User after Termination.** The Parties acknowledge and agree that the requirements provided in Section III.D.1 shall not apply to Student Data if the

student or the student's parent supplied such Student Data to CaliforniaColleges Website and elects upon termination of the Agreement to continue to maintain a personal account with Foundation: (1) for the purpose of storing their individual data; (2) in the event the student or parent elects to retain their data in the CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program; or (3) if the student or parent elects to continue to obtain the service offerings from any other Authorized Third Party with which the supplying System User has elected to share their Student Data through the CCGI Program for the educational purposes set forth under the Agreement.

- E. Termination for Funding Contingency:** It is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing District with written notice of termination in accordance with Section X of this Agreement at least fifteen (15) calendar days in advance of the Termination Date.

IV. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. District shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit B**.
2. District shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a District high school.
3. District agrees to verify accuracy of courses entered by District into the University of California ("UC") Course Management Portal at the UC Office of the President.
4. District agrees to upload Education Records, in accordance with the **Data File Technical Specifications**, attached as **Exhibit C** to this Agreement, and hereby incorporated by reference.

B. Implementation

1. District shall provide Foundation with a list of all approved Authorized Third Parties on **Exhibit A**, who should be included in this agreement; including but not limited to any non-profit organizations or higher education partners that provide student support services, youth development and college planning or preparation services under a separate service and data-sharing agreement with the District.
2. District shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
3. District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.

4. District agrees to identify a Point of Contact (POC) to (1) assist the Foundation during implementation phase including providing any necessary support to Vendor; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.

V. FOUNDATION RESPONSIBILITIES

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Compliance with Laws. Foundation shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit B**.

C. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. All service level support for the CaliforniaColleges Website is provided directly by Vendor. Districts should reach out to [Contact Us](#) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

D. Scope of Services. “Services” means the enhanced services and levels of support offered by Foundation under this Agreement or on the CaliforniaColleges Website that are only possible when students’ transcript data is uploaded to their accounts.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the District to ensure the data is properly uploaded in CCGI's file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Exhibit C** to this Agreement.

2. Education Records and Student Data will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission, and University of California systems for verified transcript data.

3. Foundation will provide an audit report of District’s a-g course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide [technical assistance, guidance and support](#) to District staff for purposes of reconciliation of any identified discrepancies.

4. CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.

5. **Ability for students to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the Course Management Portal at the University of California Office of the President (CMP), and which enables students, their families and educators in their school and District to track application submission.**

6. Ability for students to launch their Application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
7. Ability for students to launch their Application for admission to the University of California using the UC Application in a manner that tracks submission on the CaliforniaColleges Website.
8. Ability for students to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their families and educators at their school site or District to track the launch of this application and which enables CCGI to provide the California Student Aid Commission with information that supports the Cal-grant eligibility determination process.
9. Ability for students to launch additional college and financial aid applications as additional institutions develop articulation agreements with the Foundation, on behalf of CCGI.
10. The following services and supports for participating LEAs:
 - a) Monthly office hours to support district-wide implementation planning and strategic goal setting.
 - b) Multiple forms of [technical assistance](#) to support alignment between the LEA’s a-g course list and the Course Management Portal (CMP) managed by UCOP.
 - c) Virtual Training offerings throughout the year.
 - d) User support for all adults (counselors, career techs, teachers, parents etc.) who will be working with students to complete activities on CaliforniaColleges.edu.

VI. FEES AND PAYMENT FOR SERVICES

1. Foundation will provide the Services under this Agreement District free of charge as long as Foundation continues to receive funding from the State of California as part of the Cradle to Career Data System.
2. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation will assess and charge a fee for services provided to the District. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide District with a 90-day notice if funding from the State of California’s is reduced or discontinued.

VII. INTELLECTUAL PROPERTY

A. **Data Ownership.** Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. **Proprietary Rights and Licenses**

1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights in the Software. No rights are granted to District hereunder other than as expressly set forth herein.

2. License by District to Use Feedback. District grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification Obligations of the Parties in the Event of A Data Breach

1. Foundation

a) Foundation's indemnification obligations under this Section VIII.A.1 of this Agreement shall continue in full force and effect during the Term of this Agreement.

b) Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by District as defined in Section IX.A of this Agreement; (2) any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District; or (3) any action or inaction by an Authorized Third Party or System User.

c) District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section VIII.A.1.

d) Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

2. District

a) District's indemnification obligations under this Section VIII.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.

b) District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District including any Authorized Third Party.

B. Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents

(collectively “Indemnitees”) against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys’ fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor’s performance or omissions related to same under this Agreement, except as otherwise provided in Section VIII.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee’s approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. District. At District’s sole cost and expense, District will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

2. Foundation. At Foundation’s sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

IX. GENERAL TERMS AND CONDITIONS

A. Misuse of CaliforniaColleges Website. District acknowledges and agrees that this Section IX.A shall set forth the certain acts which shall either singularly or collectively constitute (“Misuse”) under this Agreement. The Parties agree that the below Sections IX.A.1 through IX.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IX.A in Foundation's sole

discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;
2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or Authorized Third Party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

B. Confidential Information

1. District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:

- a) Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IX.B;

- b) Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
- c) Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and
- d) Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.

2. The obligations of a Recipient pursuant to this Section IX.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.

3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. Representation, Warranties and Covenants of the Parties

1. Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.

2. Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by any System User.

3. Relationship of the Parties. Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation

shall have no right or authority to enter into agreements on behalf of or otherwise bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.

4. Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.

5. Other Instruments. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

6. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Partnership Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. Mutual Audit Rights of the Parties. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

G. Independent Status. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

H. Waiver. No verbal or implied waiver of any breach of any provisions of this Partnership Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

I. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State

of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.

L. Construction of Partnership Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

M. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

N. Survival. Sections II, III.D, IV.A-B, V.A-D, VI, VII.A-B, VIII.A-C, and IX.A-O of this Agreement shall survive Termination of the Partnership Agreement.

O. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

X. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CCGI:

Name: Contracts Manager

Email: cgcicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges

Attn: Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

DISTRICT:

Name

Email:

Mailing Address:

SAMPLE

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

[INSERT] DISTRICT	FOUNDATION
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
DISTRICT <i>(if second signature required)</i>	FOUNDATION
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	CCGI
	By: _____
	Print Name: _____
	Title: _____
	Date: _____

EXHIBIT A

NOTICE OF AUTHORIZED THIRD-PARTIES

- I. Purpose: Irrespective of the authorized disclosure described in Section III of Exhibit B, “Data Privacy and Security Addendum,” the above-named District (“District”) hereby authorizes and requests the Foundation for California Community Colleges (“Foundation”) on behalf of CCGI to provide access to District’s Student Data and Education Records to Participating Third Parties. District shall inform Foundation of the Participating Third Parties who are authorized to access District’s student data by completing the Form located at <https://californiacolleges.tfaforms.net/4711477> and incorporated by reference. Access is provided via the CaliforniaColleges.edu platform. Educators from Participating Third Parties will be provided “affiliate level” educator accounts that enable them to view student’s academic and college/career plans in real time when a student links themselves to the Participating Third Party as a secondary connection on their account.
- II. Term: This Authorization becomes effective on the date this Agreement signed by District. It will remain in effect until termination of this Data Sharing Agreement between the Foundation and District (“the Agreement”).
- III. Termination: If at any time District intends to terminate a Participating Third Party’s access to the Student Data and Education Records, District shall immediately notify appropriate Foundation personnel (described in Section X of the Agreement). Foundation shall to the best of its ability terminate the Third Party’s access to the Student Data and Education Records immediately, but in all cases, access shall be terminated within 2 business days.
- IV. Modification: If at any time District intends to modify the Participating Third Party’s access to Student Data and Education Records, District shall make a request to the Foundation for approval in writing, as described in the Notice Section of the Agreement. The Foundation will then make the necessary modifications.
- V. Authorization & Accepted Use:
 - a. Under this Authorization, District authorizes the approved Participating Third Parties to access all Student Data and Education Records shared by District with CCGI under the Agreement and any User Generated Data entered by users. This authorization is limited to read-only access to Student Data and Education Records. This authorization is further limited only to the individuals and/or departments at each Participating Third Party who have been approved by District.
 - b. Through this Authorization, the District expressly acknowledges and confirms that the Participating Third Parties have a legitimate educational interest in the Student Data and Education Records being shared.

- c. Through this Authorization, the District and Foundation expressly acknowledges and confirms that providing access to Student Data and Education Records to Participating Third Parties is in full compliance with the Federal Education Rights and Privacy Act (“FERPA”) and other applicable Federal, State, and Local Laws.
- d. District understands that the Foundation will require any Participating Third Party that is approved for access to District data to accept the terms of use and privacy policy posted on CaliforniaColleges.edu and agree to comply with all the terms and conditions of this Agreement between Foundation and District.
- e. Accessed Student Data shall be used only for the purpose of assisting the student in planning or preparing for college or a career and seeking admission to college and financial aid for college. Foundation’s Data Sharing Agreement with Participating Third Parties shall ensure:
 - i. Student data may only be shared with the Third Party’s employees and contractors if they have a legitimate need for the data in order to perform services within this purpose for the students.
 - ii. The Third Party may not disclose the accessed data to subsequent third parties, and must maintain reasonable security procedures to protect the data
 - iii. The Third Party may not sell the accessed data or use them for targeted advertising or to amass a profile about any student except in furtherance of the specific purposes described above.
 - iv. The Third Party must destroy accessed data if requested by the student or by the Foundation or, if the data are provided by a school district, by the school district.

EXHIBIT B

DATA PRIVACY AND SECURITY ADDENDUM

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act of 1998 (“COPPA”), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or “AB 1584”), and California Business and Professions Code Section 22584, commonly referred to as the “Student Online Personal Information Protection Act” (or “SOPIPA”) or “SB 1177”.

The Foundation for California Community Colleges (“Foundation”), on behalf of its fiscally sponsored project, the California College Guidance Initiative (“CCGI”), receives public funding via the state of California, for the purpose of developing, operating, and maintaining the CaliforniaColleges Website (as defined in the Agreement). Foundation, on behalf of CCGI, sub-contracts with a third party vendor (“Vendor”) to perform the development, operation, and maintenance work. Foundation staff perform data analysis, district support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as managing data sharing relationships and technological articulations with institutions of higher education and financial aid providers.

Foundation Contact for Data Privacy and Security Inquiries

Leigh Ranck
Vice President of CaliforniaColleges.edu
California College Guidance Initiative
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
(424) 272-6714
lrانck@californiacolleges.org

Vendor Contacts for Data Privacy and Security Inquiries

Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534
satish@maialearning.com

Barry Coleman
Chief Technology Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408)718-9636
Barry@maialearning.com

I. DATA COLLECTION

- A. Foundation, on behalf of CCGI, collects the following information from Districts and/or directly from System Users:
 - 1. Via district-wide electronic transcript file:
 - a) School demographic data
 - b) Student demographic data
 - c) Student course data
 - d) Student test data
 - e) Student ethnicity data
 - 2. Via district-wide electronic course catalog file:
 - a) Course data
 - 3. Via CaliforniaColleges.edu:
 - a) Student-generated data resulting from college and career planning activities like college lists, career lists, major lists, and career assessment results.
- B. As indicated in the Agreement, Education Records, including Student Data, collected from the District continue to be the property of and under the control of the District.
- C. A parent, legal guardian, or Eligible Student must contact District to correct any erroneous information that was uploaded by District into a CaliforniaColleges Website account, as the District is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by District, District shall notify Foundation and provide to the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation through Vendor shall upload the amended transcript file within a commercially reasonable time.
- D. Upon termination of this Agreement, System Users will be provided notification and instructions on steps to take in order to retain possession and control of their own student-generated data, if applicable.
- E. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Agreement, any Student Data uploaded by District will not be retained or available to Foundation or any third party upon termination of this Agreement.

II. DATA USE

- A. The information listed above is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. Education Records, including Student Data, may only be used as specifically required or permitted by this Agreement.
- C. Foundation shall not sell, use or permit any third party to use Student Data, including PII, for commercial purposes or for targeted advertising.

III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Agreement:
1. Foundation (collects and maintains Student Data)
 2. Vendor (maintains Student Data)
 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services, and will not directly process or access content)
 4. Any Authorized Third Party listed in Exhibit A to this Agreement (can view Student Data once a student has linked their account to that entity)
 5. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement and supportive services)
 6. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis
 7. Any Financial Aid Organization to which a System User has applied for aid, or with whom the District has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
 - a) Under California Education Code §69432.9 Districts are generally required to provide and verify their student's grade point average to the CSAC for the Cal Grant Program application. The Foundation, on behalf of CCGI, and the CSAC may provide PII to CSAC to support CSAC's data matching process by providing CSAC data elements that help to associate the correct SSID with the student's FAFSA if it is launched via the CaliforniaColleges.edu platform. This data matching assistance helps to facilitate the determination of Cal Grant Program eligibility for students who attend and graduate from a District.
 8. The District's County Office of Education for the purpose of assisting in planning or preparing for college or a career, seeking admission to college or financial aid for college, and/or research and analysis to help improve instruction and student success.
 9. Foundation may provide Student Data in an aggregated, non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program.
- B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training on an annual basis to CCGI staff handling student data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- B. District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Student Data in question. The Foundation shall cooperate with the District in providing such notices and opportunities to review and challenge the content of the Student Data.
- C. The District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

EXHIBIT C

DATA FILE TECHNICAL SPECIFICATIONS

Exhibit C is included for purposes of more fully describing the Data file and the Data file elements utilized by Foundation for the creation of accounts at www.californiacolleges.edu and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses. In collaboration with district needs, the data File Technical Specifications may be iterated over time.

Refer to the following file specs:

[Student Template](#)

[Course Grade Template](#)

[Test Grade Template](#)

[Course Catalog Template](#)

District agrees to provide a centralized upload (not school site by school site) of Education Records from the local SIS system into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. Files shall be uploaded on a monthly basis. District may conduct these uploads more frequently if desired, however at least one upload per month is required. In order to ensure that student accounts are populated with current and accurate data, the district must provide uploads:

- 1) Phase I data file (at minimum, school demographic information and student demographic information)
 - a. Several weeks prior to the first week of school to ensure that student accounts can be auto-generated and used by educators for training purposes
- 2) Phase II data file (complete electronic transcript file)
 - a. At the start of the school year
 - b. Immediately preceding the CSU and UC Application period (currently October 1-November 30)
 - c. At the end of each term, once grades have posted
 - d. Immediately preceding the district course scheduling period
 - e. At the end of the school year, once final grades have posted and seniors have graduated

The upload protocol is as follows:

- a) Review all data specifications with Foundation/CCGI team for Phase 1 data files (at minimum, school demographic information and student demographic information)
- b) Prepare and upload Phase 1 data files
- c) Make any necessary corrections to Phase 1 data files to meet upload requirements
- d) Conduct final review of testing on test site to ensure accuracy of Phase 1 upload
- e) Review all data specifications with CCGI team for Phase 2 data files (complete electronic transcript file)
- f) Prepare and upload Phase 2 data files
- g) Make any necessary corrections to Phase 2 data files to meet upload requirements
- h) Conduct final review of data on test site to ensure accuracy of Phase 2 upload

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: May 12, 2022

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

BACKGROUND:

SMCOE, SCCOE, and SSFUSD plan to enter into an MOU to facilitate mutual data sharing and integration between data management systems to better serve our Pre-K-12 children and youth, to co-create a data infrastructure to promote racial equity and the public good, to improve efficiencies and effectiveness, and to reduce costs for all parties. Parties will utilize the SCCOE centralized data warehouse to connect and analyze data from a variety of source systems, including State Testing and Intervention (SIS) programs.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with SMCOE, SCCOE, and SSFUSD for data warehouse services and interagency data sharing for the 2022-23 school year.

**MEMORANDUM OF UNDERSTANDING
BETWEEN DISTRICT, SMCOE AND SCCOE
FOR DATA WAREHOUSE SERVICES AND INTERAGENCY DATA SHARING**

This **Memorandum of Understanding** (hereinafter referred to as “**MOU**”) is entered into this _____ day of _____, 20__, by and between the SANTA CLARA COUNTY OF EDUCATION, including but not limited to its program the Silicon Valley Regional Data Trust (hereinafter collectively referred to as “**SCCOE**”), the SAN MATEO COUNTY OFFICE OF EDUCATION (hereinafter referred to as “**SMCOE**”), and the _____ *School District* (hereinafter referred to as “**LEA**”) (collectively referred to as “**Parties**”).

WHEREAS, SCCOE, SMCOE and LEA enter into this MOU to facilitate mutual data sharing and integration between data management systems, as appropriate, to better serve children and youth, to co-create a data infrastructure to promote racial equity and the public good, to improve efficiencies and effectiveness, and to reduce costs for all Parties;

WHEREAS, California Education Code section 49076(a)(4) authorizes a school district to participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or school districts as to information or records that are nonprivileged and where release is authorized as to the requesting agency under state or federal law or regulation, if certain requirements are met;

WHEREAS, the Parties utilize the SCCOE’s centralized data warehouse to connect, integrate, and analyze data from a variety of source systems including student information systems, state testing files, and intervention programs;

WHEREAS, SCCOE, SMCOE and LEA enter into this MOU to facilitate the mutual sharing of data between educational agencies, and to establish responsibilities between the Parties with respect to sharing data through the SCCOE’s centralized data warehouse for purposes of improving services and implementing policies to improve educational outcomes for students;

WHEREAS, the Parties wish to strictly protect the privacy of student data, including pupil records, and to fully comply with any and all applicable federal and state privacy statutes, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; “FERPA”); California Education Code § 49073.1, the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; “SOPIPA”); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE, SMCOE and LEA with respect to the sharing between the Parties of data collected or retained by LEA, SMCOE and/or by SCCOE using its data warehouse services;

NOW, THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Scope of Agreement. SCCOE and SMCOE periodically provide no-fee and/or fee-based services designed to assist the LEA with certain requirements and mandates for managing or reporting data collected by the LEA, potentially including the integration of data between disparate systems. The LEA may periodically require assistance with analyzing, reporting on or comparing its data to other LEAs in the county or state. Additionally, LEA may periodically wish to obtain services from SCCOE or SMCOE for other uses or analysis of its own data to facilitate planning, service delivery and support for program evaluation.

Unless expressly agreed in writing between the parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions in which data sharing occurs between the SCCOE, SMCOE and the LEA during the term of this MOU.

2. Data Sharing for Outsourced Institutional Services. Pursuant to Education Code section 49076(a)(2)(G) and 34 CFR sections 99.31(a)(1) and 99.7(a)(3)(iii), a local educational agency may share information from student records with a contractor or consultant with a legitimate educational interest who has a formal written agreement regarding the provision of outsourced institutional services or functions by the contractor or consultant. If LEA requests any specific fee-based services from SCCOE and/or SMCOE, such services will be defined in a schedule to be incorporated herein as additional Exhibits to this MOU, which will govern the terms of any specific services provided.

3. Data Sharing to Conduct Studies to Improve Instruction. Pursuant to Education Code section 49076(a)(2)(E) and 34 CFR section 99.31(a)(6), the Parties may share information from student education records with an organization conducting studies for, or on behalf of, educational agencies to improve instruction. Any such studies conducted pursuant to this MOU shall not permit identification of individual parents and students by anyone other than representatives of the organization with legitimate interests in the information. Further, all student information shared for this purpose will be destroyed when no longer needed for the study.

4. Sharing Deidentified Data. Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), the Parties may share student records or information without the consent of the student's parent or guardian if the records or information are deidentified, which requires the removal of all personally identifiable information. Prior to sharing deidentified student information, the disclosing party will make a reasonable determination that a pupil's identity is not personally identifiable, whether through single or multiple releases, and take into account other pertinent reasonably available information. SCCOE and/or SMCOE seek access to de-identified countywide data for the educational purpose of identifying trends that impact educational attainment amongst our youth. Districts and schools will not be identified in published materials without consent. The deidentified data set will be leveraged to identify educational challenges and opportunities that become evident at scale.

5. **SCCOE Responsibilities.** SCCOE will provide any services it delivers in a timely and professional manner. SCCOE will assist with automation of any processes required for the exchange of data between the agencies to the extent possible. Further, SCCOE will ensure that DataZone will have the appropriate levels of security to ensure data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.

SCCOE agrees to notify LEA and obtain written permission for sharing of any data requested which falls outside the legal terms of this MOU.

6. **SMCOE Responsibilities.** SMCOE will provide any services it delivers in a timely and professional manner. SMCOE will assist with automation of any processes required for the exchange of data between the agencies to the extent possible. Further, SMCOE will ensure any systems it develops with such data to serve the needs of LEA or other public agencies will have appropriate levels of security to ensure data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA. LEA acknowledges and agrees that the SMCOE employees holding the following job titles (or the equivalent) may have access to student data at any time during the term of this MOU solely for the purpose of supporting an LEA for an outsourced institutional function: Executive Director - Curriculum and Instruction Services, Manager - Student Information Systems, Educational Data Analyst, Coordinator – Information Systems, and Senior IT Analyst. This access is given to assist the LEA in meeting certain requirements and mandates for managing or reporting data, and integrating data between disparate systems.

Other departments within SMCOE provide professional services and supports to LEA. If professional services and supports are provided voluntarily at the request of an LEA, (as opposed to mandated services and supports), the LEA and the SMCOE department will enter into a separate contract. A specific person or persons (or persons who are the successors for these particular person(s) in their positions) within that SMCOE department shall access identifiable student data contained in data warehouse for the sole purpose of providing professional services to the LEA during the term of the contract. Such access will help the SMCOE department team to understand the LEA and to assist the LEA in monitoring implementation and measuring effectiveness at all levels of the system, including district, school, classroom and student levels. Such SMCOE department teams include but are not limited to: English Learner Services, District and School Improvement, Early Learning Services, Safe and Supportive Schools, and the Special Education Local Plan Area.

Under other circumstances, SMCOE provides professional services and supports to LEA and such services are not voluntary, and not provided pursuant to a separate contract, but rather mandated by law and State educational mandates. Again, a specific person or persons in a specific role within the SMCOE department shall access identifiable student data contained in the data warehouse for the sole purpose of providing professional services to the LEA. Such access will help the SMCOE department team to understand the LEA and to assist the LEA in monitoring implementation and measuring the effectiveness at all levels of the system, including district, school, classroom and student levels.

Furthermore, LEA agrees that SMCOE and/or SCCOE may provide identifiable data from the SCCOE data warehouse regarding students to relieve the LEA's administrative burden in transferring student information, such as:

- From pre-K services to K-8 districts and 9-12 districts, and vice versa, and generally for the transfer of student information in the form of a report when a student moves to another district;
- Moves into or out of alternative education (including students in the special education (SPED) and special education local plan areas (SELPA) programs), SCCOE may move the student information in the form of a report accordingly in the SCCOE data warehouse, whether the child stays within the same participating LEA as well as across school districts so long as the sending and receiving LEAs are both participants of the SCCOE data warehouse;
- Sharing data that the LEA has identified as "Directory Information," as defined by FERPA, 20 U.S.C. §1232g; 34 CFR 99.31(a)(11).

In addition, LEA recognizes that SMCOE may provide county-wide views of particular issues on public-facing dashboards by using LEA aggregated de-identified and anonymized information from the data warehouse (such aggregated de-identified and anonymized information must be comprised of more than 11 individuals to assure that the information can never be re-identified), in combination with aggregated de-identified data from other districts which is also housed in the data warehouse. Such data to be used for public facing dashboards (the data elements listed in Attachment A, which is attached and incorporated herein) can identify and allow filtering demographic subgroups (e.g. to support decisions regarding resource allocation and to inform parent and community partners) but does not and cannot identify the classroom, child, or teacher. Also, SMCOE can use the de-identified data to develop metrics regarding topics such as chronic absenteeism, kindergarten readiness assessment for preschool programs, potential GIS mapping relative to zip codes, and the quality and/or accessibility of programs (e.g. ELS facility location relative to kindergarten readiness of children).

SMCOE agrees to notify LEA and obtain explicit permission for sharing of any data requested which falls outside the legal terms of this MOU.

7. Foster Vision Data System. This section of this MOU only applies if the LEA has agreed to use SCCOE's Foster Vision Data System ("FosterVision"). FosterVision is a secure, web-based system developed and maintained by SCCOE to manage the data of foster youth. It is designed to allow limited, legal, secure, online and more efficient access to relevant data about foster youth to local or state public agencies providing services, as well as the SCCOE and districts serving foster youth populations in their respective communities. The Parties have a mutual interest in improving the efficiency and effectiveness of tracking and sharing data about foster youth between the agencies tasked with providing support services, and wish to use the FosterVision system to achieve these goals.

The system will allow the LEA participating to generate reports and view data relevant to their foster youth population as needed. SCCOE will support the system and ensure it provides reliable access to the LEA data, but bears no liability for any damages as a result of reliance upon the system. LEA agrees that the system's data is dependent upon the accuracy of the data provided by both the LEA and the agencies contributing other data to the system.

SMCOE program lead and the evaluator of the program will also have access to personally-identified information regarding supports and services provided to foster youth that is contained in the records.

Additional reporting and system enhancements may be provided at the SCCOE's election as new requirements demand, or as a majority of the participating LEAs indicate may be needed. Services requested by districts that go beyond the original scope of the FosterVision system as designed may require entry into additional agreements for extra services. LEA agrees to provide continuous access to the data necessary to populate the FosterVision system and SCCOE agrees to be responsible for ensuring data access is restricted only to those legally allowed to see the relevant sets of data.

8. LEA Responsibilities. LEA shall provide system linkages or necessary data extracts from its student information or other systems in order for the SMCOE and/or SCCOE to provide services on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement. Data extracts will be provided electronically to SMCOE and/or SCCOE, which will then be responsible for integrating LEA's data into SCCOE's data repositories as needed to perform the required tasks for itself or LEA. The data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.

If LEA makes a request for the SCCOE data warehouse to provide specific information (for example, a one-time data pull), SMCOE and/or SCCOE will make efforts to accommodate the request. If LEA requests any specific fee-based services from SMCOE and/or SCCOE, such services will be defined in a schedule to be incorporated herein which will govern the terms of any specific services provided.

9. Applicable Law. The sharing of data pursuant to this MOU will from time to time include the collection and maintenance by the SCCOE and SMCOE of educational records that contain personally identifiable information on students of the LEA. SCCOE and SMCOE are bound by the same laws and regulations for access and management of this data, and will conform to all legal requirements. SCCOE, SMCOE and LEA agree that the disclosure of information under this MOU complies with the applicable federal and state statutory and regulatory requirements, including but not limited to the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99, as amended, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§6501-6504; Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. §1232h; California Education Code § 49076, as amended by AB 733 (Chapter 388, signed and filed September 18, 2012), California Education Code § 49073.1, the Student Online Personal Information Protection Act ("SOPIPA"), California Business and Professions Code §22584; California Civil Code § 1798.29; and California Government Code § 6250 et seq. SCCOE, SMCOE and LEA further agree,

to the extent it hosts such data, to maintain the confidentiality and privacy of such information and any other information that may be covered by applicable federal and state laws and regulations relating the maintenance, uses, and disclosures of protected health information (including but not limited to heightened requirements for mental health and drug and alcohol use records), including, without limitation, the Health Information Portability and Privacy Act of 1996 (“HIPAA”), 42 U.S.C. §§1320 et seq., as amended by the Health Information Technology for Economic and Clinical Health Act, incorporated in the American Recovery and Reinvestment Act of 2009, and all current and future regulations promulgated thereunder, including those published at 45 CFR Parts 160, 162, and 164, all collectively referred to herein as “HIPAA Requirements.” To the extent required by the HIPAA Requirements, LEA shall obtain authorization and consent from the students and/or students’ parents or legal guardians to use or disclose student protected health information. Furthermore, the Parties agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities pursuant to this MOU, as detailed in the Data Privacy Provisions, as outlined and incorporated herein as Exhibit C.

The Parties further understand and acknowledge that certain federal and state laws and programs, including but not limited to laws and regulations governing the free and reduced lunch program and the provision of special education services, have additional legal requirements for sharing of data and privacy, confidentiality, and data security, and both parties agree to maintain full compliance with such requirements. Such requirements are detailed in the Data Privacy Provisions, which are listed in Attachment B, which is attached and incorporated herein.

10. Ownership of Data. SCCOE, SMCOE and LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE and SMCOE agree that they will not alter LEA’s source data, and are not responsible for any errors therein. LEA understands that though SCCOE and/or SMCOE may notify it of issues it discovers with the source data, LEA is responsible for any corrections required to its own data. LEA acknowledges that accurate reports rely upon accurate source data being maintained by LEA. Each Party owns or controls its data systems and the work generated by such systems.

11. Administration of Data Systems. If LEA desires to contract with SCCOE or SMCOE for certain administrative services with respect to the LEA’s data systems, which may include collection, extraction or backup of data on behalf of LEA, a list of agreed upon administrative services will be defined in a schedule to be attached to and incorporated herein as additional exhibits to this MOU, which will govern the terms of any specific services provided.

12. Data Security. The Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties who are legally permitted. SCCOE and SMCOE maintain appropriate network and other data security to protect any data in their possession. Each Party agrees to notify the others if it has any reason to believe there has been a breach of data security relevant to the data subject to this MOU, and any data has been lost, tampered with, or otherwise illegally accessed. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency responsible for such reporting.

13. Outside Agencies. LEA, SMCOE and SCCOE have periodic need to share student data, as legally permissible, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE, SMCOE and LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Vision youth data is an example requiring production of, access to, and sharing of data on behalf of the courts and other public agencies to provide intervention services pursuant to paragraph 7, herein above.

California Education Code §49076, as amended, provides specific legal conditions under which education data may be accessed by or shared with outside agencies. The Parties will abide by such conditions.

Additionally, LEA understands and acknowledges that SCCOE, through its data warehouse, receives data from outside agencies, including other LEAs and other educational agencies, and non-educational agencies and organizations (e.g., The Big Lift, InClass Today). If authorized in writing by LEA, such outside agencies may use the data warehouse to share data with LEA and others if permissible by law, including but not limited to obtaining a consent by the parent and/or student to share such information.

Last, LEA understands and acknowledges that SCCOE and/or SMCOE may use LEA's de-identified and anonymized student data to support efforts to obtain additional funds (public and private) to support projects, including but not limited to improving student outcomes, supporting school districts, and working on equity issues.

14. Research. There are periodic needs for LEA, SMCOE and SCCOE to share data solely for research and evaluation purposes and in compliance with all state and federal laws and regulations. Such work may occur by either an accredited university, the SMCOE's Center for Learning Analytics, the SCCOE Research and Evaluation Department, or another research entity. If permitted by LEA, the SCCOE data warehouse will provide to either the university, SMCOE's Center for Learning Analytics, the SCCOE Research and Evaluation Department, or other research entity only de-identified data and only what de-identified data that is necessary for the research and evaluation purposes. Prior to SMCOE or SCCOE providing any data for research and evaluation purposes, the LEA shall provide written prior approval.

15. Independent Contractors: SCCOE, SMCOE and LEA may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

16. Term: This MOU shall be periodically reviewed and updated to incorporate any changes if desired upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to

standardize data sharing and management between SCCOE and SMCOE and the districts they serve, and as such, every effort will be made to maintain a common agreement across all agencies.

If this MOU is not updated by June 30 of each year, the terms of the current MOU will remain in force and govern all services for that fiscal year until and unless terminated pursuant to Paragraph 17 below.

Neither SMCOE, LEA, or SCCOE may modify or amend the terms of this MOU without mutual written consent from the other Parties.

17. Termination: Any Party may terminate this MOU by providing the other Parties with at least ninety (90) days prior written notice.

18. Retention/Deletion of Data. SCCOE and SMCOE shall, at the LEA's option, destroy the personally identifiable information (PII) provided by LEA pursuant to this MOU within a reasonable period following a written demand by LEA. If no prior demand is made, and after all contract work has been completed, the SCCOE will send to the LEA official correspondence indicating that all PII will be destroyed or deleted within ninety (90) days unless a new agreement related to additional use of the PII is agreed upon prior that time. If an amendment or a new agreement is not reached, the SCCOE will destroy the PII. If requested, the SCCOE will also securely transfer back to the LEA a working file of the PII for long-term storage.

19. Indemnification/Liability: Each Party will defend, indemnify and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

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IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers.

AUTHORIZED SCCOE PARTY

SIGNATURE

Dr. Mary Ann Dewan

NAME

County Superintendent of Schools

TITLE

DATE

AUTHORIZED LEA PARTY

SIGNATURE

NAME

TITLE

DATE

AUTHORIZED SMCOE PARTY

SIGNATURE

NAME

TITLE

DATE

ATTACHMENT A

METRIC

DEMOGRAPHIC FOR METRIC

Enrollment

- *Enrollment by grade drillable to age (Ages 0-8)
- *Enrollment by age drillable to grade
- *Enrollment by SED by age
- *Enrollment by SPED preschool by age
- *Enrollment foster youth by grade drillable to age

Attendance

- *Attendance categories by grade
- *Attendance categories by age
- *Attendance categories by SED
- *Attendance categories by race/ethnicity

Graduation Rate

- *Graduation by ethnicity/race
- *Graduation by SED
- *Graduation by SPED
- *Graduation by Foster Youth

CAASPP

- *Keep what's in public domain

ELPAC

- *Number of ELLs by grade – drillable to ELPAC score
- *Number of ELLs by grade who attended Head Start and State Preschool drillable to ELPAC score

ATTACHMENT B

1. SCCOE and/or SMCOE shall not use any identifiable information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU. For purpose of this MOU, a “Pupil Record” or “Pupil Records” include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. A “Pupil Record” or “Pupil Records” does not include de-identified information or information that is included in an aggregate format; such information, on its own or in aggregate, cannot be used to identify an individual student, teacher, class, school, or district. All Pupil Records obtained by SCCOE and/or SMCOE from LEA shall continue to be the property of and under the control of the LEA. The LEA retains exclusive control over student and staff data, including but not limited to determining who may access data and how it may be used for legitimate authorized purposes.
2. SCCOE and SMCOE shall provide a means by which their employees, when so authorized or permitted, can search and export Pupil Records through reasonable procedures to the LEA such that the LEA can respond to a parent, legal guardians, or eligible student who seeks review of personally identifiable information on the pupil’s records or correct erroneous information.
3. SCCOE and SMCOE may not distribute Pupil Records to any third party without express written consent of LEA, or as permitted by the MOU, unless required by law. Unless permitted by the MOU, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. SCCOE and SMCOE will ensure that their approved subcontractors adhere to all provisions of this MOU and this specific Attachment.
4. SCCOE and SMCOE shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

SCCOE and/or SMCOE shall maintain all data obtained or generated pursuant to the MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the MOU except as necessary to fulfill the purpose of the data sharing. SCCOE and SMCOE shall warrant that security measures are in place to help protect against loss, misuse, and alteration of the data under its control. When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users from the SCCOE Data Services and Data Governance teams, SMCOE’s Center for Learning Analytics, SMCOE’s Information Technology Services Department, and participating Parties to this MOU. SCCOE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

5. Notwithstanding the next paragraph, SCCOE and SMCOE certify that Pupil Records shall not be retained or available to the SCCOE, SMCOE or any such third party that the SCCOE or SMCOE has contracted with for the purpose of providing the data sharing service following the completion of the terms of this MOU. SCCOE and/or SMCOE shall destroy or return to the LEA all Pupil Records obtained pursuant to the MOU when such Pupil Records are no longer required for the purposes of this MOU, or within a reasonable period of time. Nothing in this Attachment authorizes the SCCOE or SMCOE to maintain a personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the data sharing service.

SCCOE and/or SMCOE may retain a specific Pupil's Records in the event that that pupil chooses to establish or maintain an account with the SCCOE or SMCOE for the purpose of storing pupil-generated content.

6. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by SCCOE or in facilities used by SCCOE, SCCOE shall take the following measures: (a) promptly notify the LEA of the suspected or actual incident; (b) promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identify of affected users; and (c) assist LEA in notifying affected users and affected parents/legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.
7. The terms of this Attachment and MOU shall govern the treatment of Pupil Records to comply with all federal and state legal privacy protections, including those found in FERPA, California Code §49073.1, and Chapter 22.2 of Davison 8 of the Business and Professions Code. In the event that there is a conflict between the terms of this MOU and Attachment or any other agreement or contract document(s) pertaining to the MOU, the terms of this Attachment shall apply. Notwithstanding the above statement, all other provisions of this MOU shall remain unaffected.

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: May 12, 2022

RE: Approval of New Course Proposal - AP Microeconomics

BACKGROUND:

The following course has been submitted to the Board of Trustees for consideration and approval for implementation beginning with the 2022-23 school year. The table below indicates whether the course is new or a revision to an existing course, with more detailed information about each course in the following pages. These courses have been developed by SSFUSD teachers as a collaborative effort across schools and are aligned with school and District priorities as well as California Curriculum Standards. As part of the review process, course development teams and site administrators were required to consider impact on the master schedule and staffing, and how students would be supported to access and successfully complete the course.

Course	Department	New or Existing	Course Notes
AP Microeconomics	Social Studies	New	For 2022-23 school year, for implementation at SSFHS only.

FISCAL IMPLICATIONS:

There is no cost for this new course. SSFUSD has already purchased the AP Micro/AP Macroeconomics for our existing AP Macroeconomics courses at both high schools.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the course of study for AP Microeconomics at SSFHS for the 2022-23 school year.

New Course Proposal Form

Author: Patrick Kelly	Date: 1/5/21
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Course Title	AP Microeconomics				
Course Description	AP Microeconomics is an introductory college-level microeconomics course.				
Length of Course	☒ Semester ☐ Year ☐ Other				
Grade Level	☐ 9-12	☐ 9	10	11	☒ 12
Department	☐ English ☐ Mathematics ☐ Science ☒ Social Science ☐ World Language ☐ Physical Education ☐ Visual & Performing Arts ☐ Career Technical Education* ☐ Other				
Prerequisite	*If CTE, indicate the Industry Sector and Pathway:				
Corequisite					
Is Course A-G	☐ No	☒ Yes. If yes indicate the A-G category ☒ A- History ☐ B- English ☐ C- Math ☐ D- Science (lab) ☐ E- World Language ☐ F- Fine Art (cannot be taught online) ☐ G- Elective ☐ History/Social Science ☐ English ☐ ELD ☐ Math ☐ Math/Computer ☐ Lab Science Biology/ Life Science ☐ Physical Science ☐ Integrated Science ☐ Language other than English ☐ Visual and Performing Arts ☐ Interdisciplinary			
Honors Credit?	☐ No	☐ Yes <i>You can only write for honors credit if an existing course with the same title has been approved for College Prep credit.</i>			
Is the course Online, Hybrid, or Classroom Based?	Classroom-Based				

Please answer the questions below:

1. **Rationale for Course:** Please describe the need for this course/change. (Considerations might include graduation requirements, student interest, differentiation for student need, compliance issues)

Student interest, Would better utilize AP Macroeconomics (which is already an offered course)

2. **Do you have sufficient highly qualified staff to teach this course?**

Yes

3. **Do you have the necessary facilities, equipment, and materials?**

Yes

4. **What is the anticipated enrollment in this course?**

35

5. **Funding**

Items Needed	Estimate Cost (if known)
Textbooks	0
Supplementary materials	0
Staffing	0
Technology	0
Other	0

COURSE OVERVIEW

In 3 - 5 sentences, describes overarching content and goals of the course

AP Microeconomics is an introductory college-level microeconomics course. Students cultivate their understanding of the principles that apply to the functions of individual economic decision-makers by using principles and models to describe economic situations and predict and explain outcomes with graphs, charts, and data as they explore concepts like scarcity and markets; costs, benefits, and marginal analysis; production choices and behavior; and market inefficiency and public policy.

COURSE CONTENT **[DUPLICATE THE TABLE FOR EACH UNIT]**

Number of Units 6 (minimum of 6 for a yearlong course)

Unit 1: Title Basic Economic Concepts

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

To understand economics, students need to understand that because most resources are scarce, individuals and societies must make choices. When making rational choices, people do so “on the margin,” taking into account the additional costs and benefits of their decisions. The foundational economic ideas addressed in this unit form the basis for more advanced analysis of consumer and producer behavior that will be developed throughout the course.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will create their own scenario (individually) to demonstrate the concept of scarcity within their environment as a student. Students will draw an accurately labeled Production Possibilities Curve when provided scenarios by the teacher. Can be used as a pair-and-share activity. Students will complete a worksheet to demonstrate their knowledge and use of marginal analysis to determine which party has comparative advantage, and whether they should trade.

Assessments: (Fall and Spring finals. Include proficiency scale)

4 Module Quizzes, Unit Test

Unit 2: Title Supply and Demand

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

This unit will provide the basis for understanding how markets work by introducing the supply and demand model. Students will build on the concepts of scarcity and choice that were introduced in the first unit and explore the factors that influence consumer and producer behavior. They will learn how the interaction of

consumers and producers in competitive markets determines market prices and results in the most efficient allocation of scarce resources. At the end of the unit, students will also begin exploring the effects of government policy on market outcomes, laying the groundwork for additional analysis in the last unit of the course.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Throughout the unit, students will have to demonstrate a written understanding of economic concepts, principles, and models covered, including all vocabulary terms highlighted in the Krugman text through a vocabulary review method of the instructor's choice (i.e., vocabulary chart, flashcards, written quizzes, etc.). Students will graph supply and demand based off of unique situations given by the instructor. Students will shift supply and demand and will be able to illustrate the change in price and quantity based on unique situations given by the instructor. Students will complete worksheets to practice calculating the price elasticity of demand. Students will complete various worksheets and practice problems to show their understanding of the impact of the price elasticity of demand on the markets for various goods. Students will draw accurately labeled graphs identifying areas of deadweight loss when given sufficient information on a practice worksheet and show a written understanding of how taxes can impact total surplus, create deadweight loss, and cause inefficiency in a market.

Assessments: (Fall and Spring finals. Include proficiency scale)

4 Module Quizzes, Unit Test

Unit 3: Title Production, Cost, and the Perfect Competition Model

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

Unit 3 focuses on firm behavior and culminates with an introduction to the perfect competition model, which will form a basis of comparison for other market structures in the next unit. This unit builds on the idea of supply, which was introduced in the previous unit, and explores in more detail what drives the decisions that firms make. Thinking like a firm may be challenging for students, who are more used to acting as consumers in their everyday lives. Drawing connections to students' own experiences and carrying out classroom simulations can help bring these concepts to life. Reminding students of the ways in which the behavior of firms is consistent with the ideas of cost-benefit analysis and marginal decision-making addressed in the first unit of the course may also be helpful in elucidating these concepts.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Throughout the unit, students will have to demonstrate a written understanding of economic concepts, principles, and models covered, including all vocabulary terms highlighted in the Krugman text through a vocabulary review method of the instructor's choice (i.e., vocabulary chart, flashcards, written quizzes, etc.). Students will complete a worksheet using marginal analysis to determine where a firm's profits are maximized. Students will draw accurately labeled graphs using practice worksheets and scenarios to demonstrate their understanding of perfect competition, identifying profit and loss and determining whether a firm should continue operating.

Assessments: (Fall and Spring finals. Include proficiency scale)

4 Module Quizzes, Unit Test

Unit 4: Title ____Imperfect Competition____

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

In the real world, firms rarely operate in perfectly competitive markets. In this unit, students will encounter the ways in which imperfectly competitive markets depart from the model of perfect competition introduced in Unit 3. Students will continue to build on their understanding of what it means for a market to be efficient or inefficient as they consider the welfare implications of imperfect markets. In the context of learning about oligopoly behavior, students will be introduced to the field of game theory as an approach to studying strategic decision making.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will begin completing a chart that they will continue throughout the unit, comparing and contrasting the different market structures. Students will create a graph appropriate to each scenario when assigned one at random draw. This activity will be repeated throughout the unit with the different market structures, ensuring that students can identify which market structure is being represented as well as graphing it accurately. Students will demonstrate their ability to identify a dominant strategy and Nash equilibrium in a 2 x 2 payoff matrix through the use of rapid-fire sample problems.

Assessments: (Fall and Spring finals. Include proficiency scale)

Students will complete a project that compares and contrasts the different types of market competition. 4 Module Quizzes, Unit Test

Unit 5: Title ____Factor Markets____

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

By this point in the course, students are familiar with how product markets operate and what drives firm decision making. In this unit, students will apply many of the concepts they learned previously but now in the context of factor markets. Like with product markets, the laws of supply and demand apply to factor markets with an upward-sloping supply curve and a downward-sloping demand curve. In factor markets, firms hire additional resources up to the point at which the resource's marginal revenue product is equal to its marginal resource cost. This decision is another application of the idea first introduced in Unit 1 of making an optimal choice by equating marginal benefit with marginal cost and firms' decisions to maximize profits where marginal revenue equals marginal cost.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Throughout the unit, students will have to demonstrate a written understanding of economic concepts, principles, and models covered, including all vocabulary terms highlighted in the Krugman text through a vocabulary review method of the instructor's choice (i.e., vocabulary chart, flashcards, written quizzes, etc.). Students will complete sample AP-style multiple choice problems at the end of the module in the textbook, demonstrating their understanding of the effects of changes on various economic markets. Students will demonstrate their ability to identify a profit-maximizing outcome in perfectly competitive factor markets by completing a practice worksheet.

Assessments: (Fall and Spring finals. Include proficiency scale)

4 Module Quizzes, Unit Test

Unit 6: Title Market Failure and the Role of the Government

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

This unit prepares students to understand the theoretical arguments for and against government intervention in markets and therefore has important public policy applications. Students will examine the conditions under which markets may fail and the effectiveness of government policies that are designed to correct market failures. In exploring the idea of market failures and government interventions to correct them, students will build on their understanding of efficiency and what it means for a firm to produce the socially optimal quantity or not. Students will also learn about how inequality is measured and the sources of income and wealth inequality.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Throughout the unit, students will have to demonstrate a written understanding of economic concepts, principles, and models covered, including all vocabulary terms highlighted in the Krugman text through a vocabulary review method of the instructor's choice (i.e., vocabulary chart, flashcards, written quizzes, etc.). Students will create graphs to show the effects of government intervention in various situations.

Assessments: (Fall and Spring finals. Include proficiency scale)

Students will complete a project on income inequality and possible future solutions. 4 Module Quizzes, Unit Test, Final Exam

Instructional Materials

List instructional Materials for this Course (you should list all material used in the course of the year)

Type of Material:	Author	Publisher	Edition, Year	URL	Primary book/ read it its entirety? Yes,
Textbook					

May 12, 2022

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literary text, manual, periodical, scholarly article, website, primary doc, other					no
Krugman's Economics for AP - Textbook	David A. Anderson	Worth	2nd Edition, 2015	https://www.bfwpub.com/high-school/ca/product/Krugmans-Economics-for-AP-High-School/p/1464122180	No

Signatures:

Site Approval by		Date
District Approval by		Date

Course Code Information (District Office Use Only)

Course Title	
Short Course Title	
Course ID	
Department	
Grade High-Low	
State Category Code	

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: May 12, 2022

RE: Approval of Variable Term Waiver for the 2021-22 School Year - Tiffany Tan

BACKGROUND:

The Variable Term Waiver (VTW) is a document issued for employers who meet the waiver criteria when a fully credentialed teacher is not available for the assignment. The VTW will provide the applicant with additional time to complete the requirements for the credential that authorizes the service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

Tiffany Tan is an employee at El Camino High School. Ms. Tan requires a Variable Term Waiver under Education Code Section 442521(b), Basic Skills Requirement (BSR) and Education Code Section 44253.3, EL Authorization for Credential. Ms. Tan will have this authorization upon passage of the BSR and EL Authorization in Summer of 2022.

FISCAL IMPLICATIONS:

It is the employee's responsibility to cover the expense of applying for the VTW. There are no fiscal implications for the District.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Variable Term Waiver for Tiffany Tan, certificated employee at El Camino High School.

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: May 12, 2022

RE: Adoption of Resolution #22-45 Establishing Fund 11 and Fund 14 Balances

BACKGROUND:

The District would like to continue funding and tracking monies, that, in the past have been allocated to Fund 11 (Adult Education) and Fund 14 (Deferred Maintenance) from the California Department of Education (CDE). The CDE no longer recognizes Funds 11 & 14 and now allocates monies to the General Fund instead. By passing this resolution, the District is able to continue to keep these funds separate from the General Fund in order to maintain adequate services.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt the resolution as presented.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #22-45

TO ESTABLISH FUND BALANCE POLICIES AS REQUIRED BY GASB 54

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that is effective with the school year ending on June 30, 2016, and;

WHEREAS, South San Francisco Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2022 – June 30, 2023 fiscal year, and;

WHEREAS, the implementation of GASB statement No. 54 requires the District to re-define all components of ending fund balances according to the new focus of spend ability. Implementation also requires a review of all existing governmental funds for conformity with the fund type definitions, and;

WHEREAS, the District currently manages the following governmental funds all of which meet the current fund definitions consistent with GAAP:

- Fund 01 – General Fund
- Fund 08 - Student Activity Special Reserve Fund
- Fund 11 – Adult Education Fund
- Fund 12 – Child Development Fund
- Fund 13 – Cafeteria Fund
- Fund 14 – Deferred Maintenance Fund
- Fund 17 – Special Reserve for Non-Capital Outlay Fund
- Fund 21 – Bond Fund
- Fund 25 – Capital Facilities Fund
- Fund 35 – County School Facilities Fund
- Fund 40 – Special Reserve for Capital Outlay Fund

NOW THEREFORE BE IT RESOLVED that the Board of Trustees hereby adopts the following policy to provide conformance with GAAP, this policy affects the following changes:

Adult Education Fund

All of the State Funds apportioned to the District based upon current or previous participation in the Adult Education program, as well as any matching amount of local funds will be committed to the Adult Education Fund (11) to be expended solely for Adult Education.

Upon adoption of this policy, the residual balance in the Adult Education Fund, all State Apportionments and local match amounts subsequently deposit to this fund and any earnings on the funds are hereby committed to the purpose of Adult

Education. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

Deferred Maintenance Fund

All of the State Funds apportioned to the District based upon current or previous participation in the Deferred Maintenance program, as well as any matching amount of local funds will be committed to the Deferred Maintenance Fund (14) to be expended solely for Facilities Maintenance.

Upon adoption of this policy, the residual balance in the Deferred Maintenance Fund, all State Apportionments and local match amounts subsequently deposit to this fund and any earnings on the funds are hereby committed to the purpose of Facilities Maintenance. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

The Board may, from time to time, entertain the possibility of committing unrestricted revenue streams to specific purposes. Any such future commitments of fund balance will be enacted by means of a Board Resolution.

The above Resolution is adopted this 12th day of May 2022.

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____

President of the Board

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: May 12, 2022

RE: Approval of All City Management Crossing Guard Services for 2022-23

BACKGROUND:

All City Management is a family established crossing guard business committed for more than 30 years to “Keeping Children Safe.” They are tasked with ensuring children are safe throughout their entire education experience by providing school crossing guards before and after school.

South San Francisco Unified School District has been using All City Management for several years, as well as many other Bay Area school districts. For the 2022-23 school year, the following sites will utilize the crossing guard services: Monte Verde ES, Ponderosa ES, Spruce ES, Sunshine Gardens ES, and Junipero Serra ES.

FISCAL IMPLICATIONS:

The fiscal impact to the General Fund is \$126,144.00.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the item as presented with a fiscal impact of \$126,144.00 to be paid from the General Fund (Fund 01).

All City Management Services Inc.

Client Worksheet 2022 - 2023

Department: 1008105

Billing Rate for 2022/2023: \$35.04

South San Francisco USD
398 "B" Street
South San Francisco, CA 94080

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		20		180		\$35.04	=	\$126,144.00
5	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

3600

TOTAL ANNUAL PROJECTED COST

\$126,144.00



ALL CITY MANAGEMENT SERVICES

April 22, 2022

Ted O
Assistant Superintendent Business Services
South San Francisco USD
398 "B" Street South San Francisco, CA 94080

Dear Ted O,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through the 2022-2023 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

May 12, 2022

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8329

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AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated April __, 2022 and is between the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the District. Contractor shall assume liability for only those sites agreed to by both Contractor and the District by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District's representative in dealing with the Contractor shall be designated by the South San Francisco Unified School District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-five Dollars and Four Cents (**\$35.04**) per hour, per Crossing Guard during the term. Based on a minimum of five (5) sites and upon a projected (3,600) hours of service the cost shall not exceed One Hundred Twenty-six Thousand, One Hundred Forty-four Dollars (\$126,144.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

DISTRICT

South San Francisco
Unified School District

By _____
Signature

Print Name and Title

Date _____

CONTRACTOR

All City Management Services, Inc.

By _____
D. Farwell, Corporate Secretary

Date _____