SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, June 10, 2021

CORONAVIRUS DISEASE (COVID-19) NOTICE

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order N-35-20 issued on March 21, 2020 allowing for deviation of teleconference rules required by the Brown Act and pursuant to the order of the Health Officer of San Mateo County dated March 31, 2020 as this meeting is necessary so that the South San Francisco Unified School District can conduct necessary business and is permitted under the order as an essential governmental function.

The Board of Trustees invites the community to participate in the meeting virtually.

The Board meeting will be streamed live and you can view it by visiting this web page for the Board meeting streaming link:
http://www.ssfusd.org/onlineboardmeeting
(The link will be active shortly before 7:00 p.m. on June 10)

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. Conference with Labor Negotiators
   Agency Designated Representative: District Assistant Superintendent for HR/Student Services
   Employee Organization: SSFCTA
2. Public employee evaluation of assignment and performance, Title (teacher).

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORTING OUT FROM CLOSED SESSION

E. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

H. PERSONNEL COMMISSION

I. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

J. SUPERINTENDENT'S REPORT

a. Board Study Sessions

b. Summer School

c. Other

K. COMMUNICATIONS

Public comments may be submitted in advance of the meeting through the following link: http://bit.ly/june102021 beginning at 3:00 p.m. on Monday, June 7, until 3:00 p.m. on Thursday, June 10. These comments will be read by all Board members and posted on the District website's 2020-21 Board meetings at: https://www.ssfusd.org/20202021boardmeetings prior to the meeting.

To comment during the meeting, please use the following link: https://www.ssfusd.org/publiccomment

NOTE: You will need to register and follow the instructions to comment during the meeting.

The meeting is recorded. 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.

L. PRESENTATIONS

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

1. HUMAN RESOURCES

a. YSB School Counseling and Safe School Advocates Services

Jane Chandler, Director of Mental Health with the Urban Services YMCA of San Francisco (YSB) will present information related to mental health programs and services in the District and show the effectiveness of both the Safe School Advocates and elementary counseling programs.

In accordance with the Brown Act, since Board members are videoconferencing during this meeting, all items require a roll call vote.

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

	PAGE
1. ADMINISTRATION	
a. Land acknowledgement statement for Board meetings.	1
2. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	2
b. Classified Personnel Assignment Order	3 - 5
3. BUSINESS SERVICES	
a. Gifts to the District, May 2021.	6 - 7
b. Professional service agreement under $25,000.	8

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PUBLIC HEARINGS

a. 2021-22 Draft Local Control Accountability Plan (LCAP) 9 - 10

A Public Hearing will provide an opportunity for members of the public to comment on the draft 2021-22 Local Control Accountability Plan (LCAP).

b. 2021-22 Preliminary Budget 11 - 12

A Public Hearing will provide an opportunity for members of the public to comment on the preliminary 2021-22 District budget.

ACTION

1. ADMINISTRATION

a. Childcare Contract CCTR-1260 and Resolution No. 21-41 13 - 26

Staff recommends the approval of the Department of Education California State Preschool Program contract CCTR-1260 to provide childcare and development services and the adoption of Resolution #21-41: Authorizing designated District personnel to sign contract documents for FY2021-22.

b. Childcare Contract CSPP-1536 and Resolution No. 21-42 27 - 34

Staff recommends the approval of the Department of Education California State Preschool Program contract CSPP-1536 to provide childcare and development services and the adoption of Resolution #21-42: Authorizing designated District personnel to sign contract documents for FY2021-22.

c. Approval of Board of Trustees Compensation Increase 35 - 36

Staff recommends the approval of a two percent compensation increase and the continuation of a monthly $100 stipend for mileage expenses for the Board of Trustees, as presented to the Board.

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d. Approval of Change in Summer Board Meetings Start Time 37

The Board may or may not decide to begin the summer Board meetings at an earlier start time, as presented to the Board.

2. EDUCATIONAL SERVICES

a. Approval of Skyline Middle College Memorandum of Understanding (MOU) 38 - 56

Staff recommends the approval of the Skyline Middle College MOU for the 2021-22 academic school, with the cost of $6,800 per student, as presented to the Board.

b. Approval of Health Connected Memorandum of Understanding (MOU) 57 - 63

Staff recommends the approval of the Health Connected MOU for a sexual health education program provided to 8th grade students in 2021-22, as presented to the Board.

c. Approval of College and Career Access Pathways (CCAP) Agreement 64 - 93

Staff recommends the approval of the agreement with CCAP for their 2021-22 partnership with the District, as presented to the Board.

d. Approval of DocuSign, Inc. Agreement 94 - 97

Staff recommends the approval of the agreement with DocuSign, Inc. to provide secured and stored documents in 2021-22, as presented to the Board.

3. BUSINESS SERVICES

a. Resolution No. 21-36 for Budgetary Increases and Year End Transfers 98 - 99

Staff recommends the adoption of Resolution #21-36: for Budgetary Increases and Transfers at year end of the FY2021-22.

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b. Resolution No. 21-40 for the Student Activity Special Revenue Fund 100 - 101

Staff recommends the adoption of Resolution #21-40: for the establishment of the Student Activity Special Revenue Fund (Fund 08).

c. Approval of All City Management Cross Guard Services 102 - 108

Staff recommends the approval of the agreement with All City Management to provide crossing guard services for 2021-22, as presented to the Board.

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

June 24, 2021 (*teleconference)*
- Approval of Consolidated Application and Reporting System Spring 2021
- Approval to increase school meal prices
- Approval to increase facility use fees
- Approval to increase District rental/leasing rates
- Adoption of 2021-22 LCAP
- Adoption of 2021-22 Preliminary Budget
- Resolution on Education Protection Account Funds

July 15, 2021 (*teleconference)*
- Williams report for 2nd quarter ending 6/30/21
- Approval of MOU for YSB School Counseling and Safe School Advocates Services
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Discussion on District mental health supports

August 12, 2021 (*teleconference)*
- Summer School report
- Resolution for Attendance Awareness Month

September 9, 2021 (*teleconference)*
- Teaching and learning presentation - TBD
- Introduction of Student Trustees/ASB High School Presidents
- Presentation and approval of year end unaudited actuals
- Approval for Superintendent to participate in 2021-22 conferences and seminars
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials

- Resolution Honoring Hispanic Heritage Month
- Resolution on GANN limit

September 23, 2021 (*teleconference)*

- Teaching and learning presentation - TBD
- Discussion of October 21 Community Forum topic(s)
- Update on Safe School Plans
- Resolution for California Week of the School Administrator
- Resolution honoring Filipino American History Month
- Approval of the Board Governance calendar for 2021-22

October 7, 2021 (*teleconference)*

- Teaching and learning presentation - TBD
- Williams report for 3rd quarter ending 9/30/21

October 21, 2021 - *Community Forum* (*teleconference)*

- Topic(s) TBD

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

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

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 10, 2021

RE: Approval of Land Acknowledgement Statement at Board Meetings

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BACKGROUND:

On April 29, 2021, a Trustee inquired about whether the Board would be willing to begin their meetings with a land acknowledgement statement from our indigenous community. On May 27, 2021, the Board agreed to begin the school board meetings with a land acknowledgement statement.

Tonight, the Board has an opportunity to come to consensus on the statement that will be made at future Board meetings. One example for the Board's consideration is listed below.

> We acknowledge that the South San Francisco Unified School District is located on the unceded ancestral homeland of the Ramaytush Ohlone people 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.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the Board of Trustee's approve a land acknowledgement statement to be read at future Board meetings.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED TEMP REHIRE 2021-2022
Wangsvick, Paul, a teacher at Alta Loma Middle School, effective August 9, 2021.

TRANSFER
Natoli, Lisa, from El Camino High School to Parkway Heights Middle School, effective August 9, 2021.

RESIGNATION
Rasmussen, Carlee an Assistant Principal at Westborough Middle School, effective June 2, 2021.

Hurley, Megan a Teacher at Martin Elementary School, effective June 1, 2021.

Gramegna, Gabrielle a Teacher at El Camino High School, effective June 1, 2021.

RETIREMENT
Finacom, Richard a Teacher at El Camino High School, effective June 1, 2021.

REDUCED WORKLOAD PROGRAM
Sereni, Maria Elena a teacher at Monte Verde Elementary School, from 1.0 FTE to 0.5 FTE, effective August 9, 2021.

Orendorff-Fray, Bonnie a teacher at Los Cerritos Elementary School, from 1.0 FTE to 0.5 FTE, effective August 9, 2021.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Singh, Denise, Budget Technician, District Office, 7.5 hours per day, Range 42, Step 4, effective June 1, 2021.

RESIGNATION

Garcia, Rudy, Paraprofessional II – Special Education, Buri Buri Elementary School, 6.0 hours per day, Range 29, Step 5, effective May 28, 2021.

Prasad, Anthony, Paraprofessional I – Special Education, Parkway Heights Middle School, 6.0 hours per day, Range 26, Step 3, effective May 28, 2021.

Vining Mahone, Devon, Paraprofessional I – Special Education, Buri Buri Elementary School, 6.0 hours per day, Range 26, Step 3, effective June 1, 2021.

TEMPORARY OUT OF CLASS PAY

Nguyen, Van, Acting Locksmith, District Office, 8.0 hours per day, Range 50A, Step 5, effective May 19, 2021 through June 18, 2021.

SUMMER SCHOOL

Please see attachment.

CLASSIFIED SUMMER SCHOOL ASSIGNMENTS 2021

Last Name:	First Name:	Current Site	Summer Assignments	Summer Work Site	Start Date	End Date	Non-work Days	Work Days	Hours	Range	Step	Rate	Range 7/1/21	Step 7/1/21	Rate 7/1/21
Egan	Colleen	ECHS	School Administrative Assistant I (STEAM)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	7:45am - 1:15pm	38 A	5	$30.87	38 A	5	$30.87
Renteria	Tania	SPRUCE	Paraprofessional I - Bilingual (STEAM)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	7:45am - 12:45pm	25 B	3	$21.46	25 B	4	$22.55
Fisaga	Tony	MARTIN	Noon Supervisor (STEAM)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	7:45am - 12:45am	NOON SUP	NOON SUP	$15.24	NOON SUP	NOON SUP	$15.24
Ben	Mabel	JUNIPERO SERRA	Administrative Assistant (Big Lift)	Martin	6/10	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:30am - 4:00pm	37 B	5	$31.70	37 B	5	$31.70
Ortiz	Teresa	SPRUCE	Administrative Assistant (Big Lift)	Spruce	6/10	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:30am - 4:00pm	37 A	4	$28.71	37 A	4	$28.71
Gomez	Marisol	MARTIN	Noon Supervisor (Big Lift)	Martin	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	10:00am - 1:00pm	NOON SUP	NOON SUP	$15.24	NOON SUP	NOON SUP	$15.24
Garces	Flora	SPRUCE	Noon Supervisor (Big Lift)	Spruce	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:45am-8:45am and 11:00am-1:00pm	NOON SUP	NOON SUP	$15.24	NOON SUP	NOON SUP	$15.24
Torres	Carmen	ADULT ED	School Administrative Assistant I (ESY)	Hillside	6/1	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 2:00pm	38 B	2	$28.06	38 B	2	$28.06
Vigil	Raquel	PARKWAY	School Administrative Assistant I (ESY)	Adult Ed	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 2:00pm	38 A	3	$28.02	38 A	3	$28.02
Angeles	Louella	SUNSHINE GARDENS	School Administrative Assistant I (ESY)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 2:00pm	38 A	2	$26.65	38 A	2	$26.65
Eberle	Laurie	HILLSIDE	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 A	5	$24.78	29 A	5	$24.78
Perlas	Carmen	HILLSIDE	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 A	5	$24.78	29 A	5	$24.78
Hodes	Shelley	HILLSIDE	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 B	5	$26.07	29 B	5	$26.07
Simi	Shelly	ECHS	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 A	5	$24.78	29 A	5	$24.78
Navarro	Erica	MARTIN	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 A	5	$24.78	29 A	5	$24.78
Fu	Pui Yee	HILLSIDE	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 B	5	$26.07	29 B	5	$26.07
Reate	Jamie	HILLSIDE	Paraprofessional II - SpEd (PreK)	Hillside	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:15am - 1:15pm	29 B	4	24.82	29 B	5	$26.07
Cunningham	Rosalia	LOS CERRITOS	Paraprofessional I - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	26 B	4	$23.11	26 B	4	$23.11
Avalos	Evelyn	BURI BURI	Paraprofessional I - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	26 B	1	$19.95	26 B	1	$19.95
Orias	Julius	JUNIPERO SERRA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Cardoza	Kathleen	JUNIPERO SERRA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Reinke	Dolores	JUNIPERO SERRA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Crilly	Brigid	PONDEROSA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Garcia	Nathan	JUNIPERO SERRA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Garcia	Rudy	BURI BURI	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Carroll-Browne	Colleen	PONDEROSA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	3	$23.65	29 B	4	$24.82
Bernardez	Edwin	LOS CERRITOS	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	3	$23.65	29 B	4	$24.82
Ponce	Josefina	JUNIPERO SERRA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Beltran	Catherine	JUNIPERO SERRA	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Azzaro	Tamara	Ponderosa	Paraprofessional II - SpEd (Elem)	Los Cerritos	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	2	$22.54	29 B	3	$23.65
Ochoa	Deana	PARKWAY	Paraprofessional I - SpEd (Middle School)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am-1:00pm	26 A	5	$23.08	26 A	5	$23.08
Christie	Loree	PARKWAY	Paraprofessional I - SpEd (Middle School)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am-1:00pm	26 B	4	$23.11	26 B	5	$24.24
Bailey	Bridgette	WESTBOROUGH	Paraprofessional II - SpEd (Middle School)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am-1:00pm	29 A	5	$24.78	29 A	5	$24.78

CLASSIFIED SUMMER SCHOOL ASSIGNMENTS 2021

Last Name:	First Name:	Site	Summer Assignments	Summer Work Site	Start Date	End Date	Non-work Days	Work Days	Hours	Summer Range	Summer Step	Summer Hourly	Range 7/1/21	Step 7/1/21	Rate 7/1/21
Woolley	Judith	WESTBOROUGH	Paraprofessional II - SpEd (Middle School)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am-1:00pm	29 A	5	$24.78	29 A	5	$24.78
Pan	Phyllis	PARKWAY	Paraprofessional II - SpEd (Middle School)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am-1:00pm	29 B	5	$26.07	29 B	5	$26.07
Salem	Melissa	ALTA LOMA	Paraprofessional II - SpEd (Middle School)	Parkway	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am-1:00pm	29 B	5	$26.07	29 B	5	$26.07
Evans	Amy	ECHS	Paraprofessional I - SpEd (High School)	El Camino	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	26 B	1	$19.95	26 B	2	$20.94
Cansanay	Rizalinda	SSFHS	Paraprofessional II - SpEd (High School)	El Camino	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Hirsch	Kady	SSFHS	Paraprofessional II - SpEd (High School)	El Camino	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Sandoval	Melida	SSFHS	Paraprofessional II - SpEd (High School)	El Camino	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	2	$22.54	29 B	3	$23.65
Del Rosario	Julie	SSFHS	Paraprofessional II - SpEd (High School)	El Camino	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Mathiesen	Linda	ADULT ED	Paraprofessional II - SpEd (ATP)	Adult Ed	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Greenberg	Lorraine	ADULT ED	Paraprofessional II - SpEd (ATP)	Adult Ed	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	5	$26.07	29 B	5	$26.07
Solano	Maria	ADULT ED	Paraprofessional II - SpEd (ATP)	Adult Ed	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 A	5	$24.78	29 A	5	$24.78
Belenson	Sharon	BADEN	Student Services Aide (Therapeautic Classroom)	Baden	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	29 B	3	$23.65	29 B	4	$24.82
Lee	Darren	Various Locations	District Behaviorist	Various Locations	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	3C	5	$68.47	3C	5	$68.47
Nguyen	Stephanie	Various Locations	District Behaviorist	Various Locations	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	3C	5	$68.47	3C	5	$68.47
Amasa	Jhene	Various Locations	District Behaviorist	Various Locations	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	3C	5	$68.47	3C	5	$68.47
Pan	Kristie	Various Locations	District Behaviorist	Various Locations	6/14	7/13	(off on 7/2 & 7/5)	Mon- Fri	8:00am - 1:00pm	3C	5	$68.47	3C	5	$68.47
Bautista	Arynn	SSFHS	School Administrative Assistant II	El Camino	6/8	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:45am - 1:45pm	40 A	5	$32.40	40 A	5	$32.40
Contreras	Maria	SSFHS	School Support Secretary I (10 days)	El Camino	June 9, 10, 11, 14, 29, 30 and July 6, 19, 20, 21		(off on 7/2 & 7/5)	Mon- Fri	7:45am - 12:45pm	37 A	5	$30.12	37 A	5	$30.12
Haynes	Ronald	ECHS	Campus Security	El Camino	June 9 – July 1 and July 21 - July 22		(off on 7/2 & 7/5)	Mon- Fri	7:45am - 1:45pm	29 A	5	$24.78	29 A	5	$24.78
Mack	Kyle	SSFHS	Campus Security	El Camino	June 9 - June 10 and June 28 – July 22		(off on 7/2 & 7/5)	Mon- Fri	7:45am - 1:45pm	29 B	2	$22.54	29 B	3	$23.65
Ramirez	Michelle	PARKWAY	Library Media Technician (8 days)	El Camino	June 9, 10, 11, 29, 30 and July 1, 2 , 20		(off on 7/2 & 7/5)	Mon- Fri	7:45am - 1:45pm	34 B	5	$29.44	34 B	5	$29.44
Rodriguez	Jocelyn	SSFHS	Paraprofessional I - Bilingual	El Camino	6/9	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:45am - 12:45pm	25 B	3	$21.46	25 B	4	$22.55
Segura	Maribel	ECHS	Nutrition Services Assistant I	El Camino (for preschool)	6/1	8/10	(off on 7/5)	Mon- Fri	7:00am-11:00am	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Valenzuela	Editha	PARKWAY	Nutrition Services Assistant I	Spruce	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	10:00am - 2:00pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Baylon	Venus	MARTIN	Nutrition Services Assistant I	Spruce	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	10:00am - 2:00pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Paniagua	Mirna	SKYLINE	Nutrition Services Assistant I	Martin	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	9:00am - 12:00pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Cantiller	Raquel	LOS CERRITOS	Nutrition Services Assistant I	Martin	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	9:00am - 12:00pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Ige-Kment	Luana	WESTBOROUGH	Nutrition Services Assistant I	Parkway	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	8:15am-11:15pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Garcia	Stephanie	ALTA LOMA	Nutrition Services Assistant I	El Camino	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:00am - 12:30pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Giudici	Jaylyn	ECHS	Nutrition Services Assistant I	El Camino	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:00am - 1:30 pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Singh	Kamaljit	JUNIPERO SERRA	Nutrition Services Assistant I	El Camino	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:00am - 12:30pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Victoria	Nora	ECHS	Nutrition Services Assistant I	El Camino	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	7:00am - 12:30pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00
Mayorga	Jessica	PONDEROSA	Nutrition Services Assistant I	Los Cerritos	6/14	7/20	(off on 7/2 & 7/5)	Mon- Fri	9:00am - 12:00pm	NSA Rate - Summer 2021 C		$25.00	NSA Rate - Summer 2021 C		$25.00

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 10, 2021

RE: Acceptance of Gift

BACKGROUND:

The District has received the attached cash gift during the month of May 2021.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT – ACCEPTANCE OF GIFT FOR MAY 2021.

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

$1,562.07 from El Camino High School PTSA to El Camino High School for use in multiple school projects, under the principal's discretion.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 10, 2021

RE: Professional Services Agreement

BACKGROUND:

The following Professional Service Agreement is being submitted for approval:

District Office – Ed Services

$12,116.25 Turnitin, LLC. – A subscription renewal for a platform for teachers to create assignments, quizzes, and more. Students are also able to submit their work via this program. Commencing July 1, 2021 through June 30, 2022.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Ted O, Assistant Superintendent, Business Services

DATE: June 10, 2021

RE: Local Control Accountability Plan (LCAP)

BACKGROUND:

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

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

For the 2021-22 LCAP, the goals are as follows:

GOAL 1
The district will provide a high quality curricular program for students that will raise student proficiency on the California Common Core State Standards as measured by overall academic achievement on state

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

GOAL 2
Identified classified staff, certificated and administrative staff will participate in professional development to create capacity and expertise in curriculum program implementation based on the development of scope and sequence as measured by walkthrough observations and other evidence (artifacts and student work).

GOAL 3
Improve parent school engagement through an increase in participation in site and district parent groups such as SSC, DELAC, ELAC, AAPAC as well as in other parent meetings as measured by attendance sign in sheets.

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

As of June 10, the LCAP remains in draft form, and revision and refinement will occur before the June 24 final plan is approved.

FISCAL IMPLICATIONS:

The supplemental dollars for the LCAP is approximately $6.7 million dollars.

RECOMMENDATION:

For public hearing and information and discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 10, 2021

RE: Public Hearing on 2021-2022 Preliminary Budget

BACKGROUND:

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

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

Current Status:

The 2021-21 budget is developed based on a set of assumptions and the most up-to-date information available. Depending on the impact, the school district has 45 days from the date the State budget is enacted to make revisions to its Adopted Budget.

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

For the General Fund in 2021-22, total projected revenues (including Transfers In) are approximately $126.9 million and projected expenditures (including Transfers Out) are approximately $138.3 million. The projected ending fund balance in 2021-22 is $23.4 million. This amount is before the State required and District designations are taken out.

Multi-Year Projection:

Districts are required to prepare a multi-year budget projection to determine if the school district will be able to meet its financial commitments for the two projected out-years, 2022-23 and 2023-24. The assumptions used and the ending fund balance for these two years are shown in the presentation.

Based on these assumptions, the District will be able to meet its financial commitments for 2021-22 and the two succeeding years.

RECOMMENDATION:

For public hearing and information and discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D, Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: June 10, 2021

RE: Approval of the CCTR-1260 Child Development California State Preschool Contract for the 2021-22 School Year and Adoption of Resolution #21-41

BACKGROUND:

The Child Development Program requests approval to operate the District's General Child Care and Child Development Services at the Children's Center for the 2021-22 school year. The CCTR-1260 General Child Care and Development funding of $491,591 is provided by the California Department of Education (CDE), Child Development Division.

FISCAL IMPLICATIONS

The Child Development Program enrolled the number of students based on the contract awarded.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCTR-1260 General Child Care and Development contract and adopt Resolution #21-41 authorizing designated District personnel to sign contract documents for the Fiscal Year 2021-22.

STATE OF CALIFORNIA

F.Y. 21 - 22

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-1260
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 41-6907-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the SAN MATEO COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SAN MATEO COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS except where the SAN MATEO COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $53.37 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $491,591.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 244 9,211.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Shawnterra Moore, Superintendent
TITLE Manager or Agent for CDSS	ADDRESS 398 B Street, So. San Francisco, CA, 94080

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 491,591	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE $ 491,591	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE June 10, 2021	

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1260

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ 117,035	Child Development Programs			Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.596	PC# 000321	
$ 0	13609-6907			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 117,035	5180-101-0890	B/A	2021	2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ 53,800	Child Development Programs			Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.575	PC# 000324	
$ 0	15136-6907			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 53,800	5180-101-0890	B/A	2021	2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$ 320,756	Child Development Programs			General
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656			
$ 0	23254-6907			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
$ 320,756	5180-101-0001	B/A	2021	2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.A. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CALIFORNIA DEPARTMENT OF EDUCATION

TONY THURMOND
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

July 30, 2020

Sarah Kinahan
Coordinator, Child Care Partnership Council
San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City CA 94065

Dear Ms. Kinahan:

Subject: San Mateo County Local Individualized Subsidized Child Care Plan

Thank you for submitting your San Mateo County Local Individualized Subsidized Child Care (Pilot) Plan modification request on June 30, 2020. This letter is to inform you that the California Department of Education (CDE), Early Learning and Care Division (ELCD), has reviewed your county's pilot plan modification submission detailing your county's requests to allow specific early learning and care programs to certify eligibility, need, and enroll families 120 calendar days prior to the first day of services in a program, waive family fees for families with incomes between 39 percent < 50 percent of the State Median Income (SMI), and waive family fees for families with a certified need of "seeking housing." Upon this review, the following actions have been taken:

Template Item 6 was approved for the Full-Day California State Preschool Program (CSPP) and the Severely Disabled (CHAN) Program. Template Item 6 was not approved (without prejudice) for the General Child Care and Development (CCTR) Program, the California Alternative Payment Program (CAPP), CalWORKs Stage 1 Program, CalWORKs Stage 2 Program (C2AP), and CalWORKs Stage 3 Program (C3AP).

- Template Item 6: Allow contractors with Full-Day CSPP, CCTR Program, CHAN Program, CAPP, CalWORKs Stage 1 Program, C2AP, and C3AP to certify eligibility, need, and enroll families 120 calendar days prior to the first day of services in a program.

  Justification: The CDE approved allowing pilot participating contractors with full-day CSPP and CHAN Program to certify eligibility, need, and enroll families 120 calendar days prior to the first day of services in these programs provided they have implemented systems and processes to ensure compliance with 5 *CCR* § 18084(a)(1)(B). Based on receiving the required documentation from the county,

the CDE has approved Template Item 6 only with respect to the full-day CSPP and CHAN Program, effective July 30, 2020.

The CDE did not approve allowing pilot participating contractors with full-day CCTR Program, CAPP, CalWORKs Stage 1 Program, C2AP, and C3AP to certify eligibility, need, and enroll families 120 calendar days prior to the first day of services in these programs at this time. Before the CDE can further consider approving this request, the CDE/ELCD Pilot Team will need additional information from you about how the pilot contractors for these programs would certify eligibility, need, and enroll families 120 calendar days prior to the first day of services in the CCTR Program, CAPP, CalWORKs Stage 1 Program, C2AP, and C3AP in light of current law and the COVID-19 pandemic.

If San Mateo County wishes to submit the additional information regarding Template Item 6 for CCTR Program, CAPP, CalWORKs Stage 1 Program, C2AP, and C3AP to the CDE/ELCD Pilot Team, the next window of opportunity for submitting a plan modification to the CDE is February 1 - 15, 2021. The CDE Pilot team is happy to provide technical assistance to help San Mateo further understand what kind of justification and information would be needed.

The CDE has not approved the following requests:

- Template Item 7: Waive family fees for families with incomes between 39 percent < 50 percent of the State Median Income.

  Justification: Current law does not provide the CDE with the authority to waive family fees based upon the family's income. Pursuant to *EC* Section 8347.2(b)(2)(B), the local pilot policy must follow the family fee schedule established pursuant to Section 8273 for those families that are income eligible, as defined by Section 8263.1. In addition, *EC* 8347.2(b)(3)(B) allows the local pilot policy to supersede state law with respect to fees, but only for those families that are not income eligible per *EC* Section 8263.1.

- Template Item 8: Waive family fees for families with a certified need of "seeking housing."

  Justification: *EC* Section 8347.2(b)(2)(C) requires the local pilot plan policy to meet local goals that are consistent with the state's child care goals. A state child care goal is preventing decreased access to subsidized child care and development services. The waiving of family fees for families with a certified need of "seeking housing" would result in fewer opportunities for families to enroll their children in subsidized early learning and care programs. Template Item 8 is not aligned with the state's goal of preventing decreases in enrollment.

The CDE appreciates your strong commitment to San Mateo County's children and families and your willingness to work with the CDE Pilot Team to ensure we have information that ultimately will benefit all of California's children and families.

If you have any questions about the information we have requested, please contact us by email at ELCDPilots@cde.ca.gov.

Sincerely,

Stephen Propheter, Director
Early Learning and Care Division

SP:ba

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
South San Francisco United School District	94-3083861
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Shawnterra Moore, Superintendent	
Date Executed	*Executed in the County of*
June 10, 2021	San Mateo County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.
Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:
a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* South San Francisco Unified School District	*Federal ID Number* 94-3083861
By (Authorized Signature)	
Printed Name and Title of Person Signing Shawnterra Moore, Superintendent	
Date Executed June 10, 2021	*Executed in the County and State of* San Mateo County

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Children's Center

530 Tamarack Lane

So. San Francisco, CA 94080

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
South San Francisco Unified School District	CCTR Contract # 1260

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Shawnterra Moore, Superintendent

SIGNATURE

DATE

June 10, 2021

RESOLUTION

#21-41

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-22.**

RESOLUTION

BE IT RESOLVED that the Governing Board of South San Francisco Unified School District Authorizes entering into local agreement number/s CCTR-1260 and That the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Shawnterra Moore	Superintendent	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 10th day of June 2021, by the Governing Board of South San Francisco Unified School District of San Mateo County, California.

I, Patricia Murray, Clerk of the Governing Board of

South San Francisco Unified School District of San Mateo County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ June 10, 2021

(Clerk's signature) (Date)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D, Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: June 10, 2021

RE: Approval of the CSPP-1536 Child Development California State Preschool Contract for the 2021-22 School Year and Adoption of Resolution #21-42

BACKGROUND:

The Child Development Program requests approval to operate the District's subsidized Preschool Program at the Children's Center for the 2021-22 school year. The CSPP-1536 California State Preschool funding of $674,937 is provided by the California Department of Education (CDE), Child Development Division.

FISCAL IMPLICATIONS

The Child Development Program enrolled the number of students based on the contract awarded.

RECOMMENDATION

It is recommended that the South San Francisco Unified School Board of Trustees approve CSPP-1536 California State Preschool contract and adopt Resolution #21-42 authorizing designated District personnel to sign contract documents for the Fiscal Year 2021-22.

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-1536
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 41-6907-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the SAN MATEO COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SAN MATEO COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS except where the SAN MATEO COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $53.69 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $674,937.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
Minimum Child Days of Enrollment 12,571.0
Minimum Days of Operation (MDO) Requirement 244

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Shawnterra Moore, Superintendent
TITLE: Contract Manager	ADDRESS: 398 B Street, So. San Francisco, CA 94080

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 674,937	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6907			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 674,937	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER: June 10, 2021			DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
South San Francisco United School District	94-3083861

By (Authorized Signature)

Printed Name and Title of Person Signing

Shawnterra Moore, Superintendent

Date Executed	Executed in the County of
June 10, 2021	San Mateo County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   South San Francisco Unified School District
2. Federal ID Number:
   94-3083861
3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
   Shawnterra Moore, Superintendent
5. Date Executed:
   6/10/21
6. Executed in the County and State of:
   San Mateo County

RESOLUTION

#21-42

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-22.**

RESOLUTION

BE IT RESOLVED that the Governing Board of South San Francisco Unified School District Authorizes entering into local agreement number/s CSPP-1536 and That the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Shawnterra Moore	Superintendent	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 10th day of June 2021, by the Governing Board of South San Francisco Unified School District of San Mateo County, California.

I, Patricia Murray, Clerk of the Governing Board of

South San Francisco Unified School District of San Mateo County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ June 10, 2021

(Clerk's signature) (Date)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 10, 2021

RE: Board of Trustees Compensation Increase

BACKGROUND:

Monthly Trustee Compensation

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

In the June 13, 2019 Board meeting, Trustees agreed to a two percent increase in their stipend for the fiscal year 2019-20. In the June 11, 2020 Board meeting, the Trustees agreed to suspend a compensation increase and the monthly mileage stipend for the 2020-21 school year and revisit both items in the 2021-22 school year. Their current compensation is $427.08 per month. Should the Board approve a two percent increase for the fiscal year 2021-22, their compensation would be $435.63 per month.

Mileage Stipend

Staff has also noted, in reviewing Trustee compensation practices, that Trustees presently receive a monthly stipend of $100 for mileage expenses. Section 35044 of the Education Code and Board Bylaw 35044 provide that Trustees are entitled to be reimbursed for payment of travel expenses when performing authorized services for the District. Again, in order to confirm the Board's intent regarding this stipend, staff seeks Board action to authorize the payment of this mileage stipend for the fiscal year 2021-22.

FISCAL IMPLICATIONS:

There will be a 2% increase to Board of Trustee's current monthly compensation.

RECOMMENDATION:

It is recommended that the Board of Trustee's approve the two percent increase for Board monthly compensation and the continuation of a monthly $100 stipend for mileage expenses as allowable per our Board Bylaw 9250 regarding Trustee compensation and section 35120 of the California Education Code for the fiscal year 2021-22.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 10, 2021

RE: Change in 2021 Summer Board Meetings Start Time

BACKGROUND:

At the June 11, 2020 Board meeting, the Board of Trustees voted to begin selected summer Board meeting open sessions at an earlier start time. The June 25, 2020 and July 16, 2020 meetings started at 6:00 p.m.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

The South San Francisco Unified School District Board of Trustees may or may not decide to change the start time of the 2021 summer Board meetings.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 10, 2021

RE: Approval of Skyline Middle College MOU for 2021-22

BACKGROUND:

The District has been working collaboratively with the Skyline Middle College program for the past few years. Budgeting will allow 70 Students in 11th and 12th grade eligible to enroll in the program. Moving forward, the District would like to continue the partnership with the Skyline Middle College program. The MOU and cost per student is identical as to the one in 2020-21.

FISCAL IMPLICATIONS:

The District will fund each student enrolled in the Skyline Middle College Program at $6,800 per student, the same cost per student as in 2020-21, to be paid using LCFF supplemental funds, as described and budgeted in the 2021-22 LCAP. The total program cost is dependent on student enrollment and will be adjusted accordingly. The San Mateo Community College District will fund all costs not covered by the Districts funding provided.

RECOMMENDATION:

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FOR MIDDLE COLLEGE AT SKYLINE COLLEGE 2021-22

This Agreement is entered into this **1st day of July 2021,** by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called 'SMCCCD") and South San Francisco Unified School District, a unified school district formed and existing under the laws of the State of California, having its business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SSFUSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SSFUSD. It will be established as an alternative program of choice between the SSFUSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.

2. **EDUCATION CODE AND WAIVERS.** SSFUSD will seek, apply for, and obtain all necessary waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SSFUSD.

3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SSFUSD or his/her designee(s); Skyline College Vice President of Instruction or his/her designee(s); and the SMCCCD MCSC Director (hereinafter called "MCSC Director"). The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.

    a. The SSFUSD designee will report to the SSFUSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring potential students and promoting MCSC.

b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.

c. The MCSC Director and the Director of Educational Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

4. SSFUSD will fund each student enrolled in MCSC at $6800 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SSFUSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.

   a. Students are admitted to MCSC program for the fall and spring semester. Should a SSFUSD student not complete a full semester, the SSFUSD will pay half of the annual cost per student. Should a SSFUSD student complete one semester, but not a second semester, the SSFUSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.

5. **REMUNERATION FOR SERVICES.**

   SMCCCD will invoice in December 2021 and May 2022, the bills are pay in January 2022 and June 2022.

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

      SMCCCD: San Mateo County Community College District,

Accounts Payable Office
3401 CSM Drive, San Mateo, CA 94402

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2021 and terminate on June 30, 2022. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.

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

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

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:

   a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SSFUSD.

   b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SSFUSD Curriculum and Instructional staff that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.

   c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the

program.

d. SMCCCD will also provide a 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.

e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SSFUSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

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

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

10. **DISCLOSURES.** SSFUSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:

    a. MCSC is an alternative program of choice offered by the SSFUSD to its students. A maximum of 35 seats per grade level attending SSFUSD high schools will be reserved on an annual basis. SSFUSD may have additional seats as they are available in the 11th and/or 12th grade cohorts.

    b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SSFUSD. Such faculty are not agents of SSFUSD.

    c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.

d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.

e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.

f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SSFUSD and SMCCCD in their respective student hand books.

g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SSFUSD that is consistent with the waivers, if any; being requested from the SSPI by SSFUSD.

12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SSFUSD will provide MCSC staff access to SSFUSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

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

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

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

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

d. **Associate Degree & Career Technical Education Certificate**
This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for an enrollment of up to 35 students in the 11th and 35 students in the 12th grades. All courses will be conducted on the Skyline College campus.

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

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

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

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

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

e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.

f. SSFUSD will accept courses for high school credit by the beginning of the subsequent semester.

g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SSFUSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SSFUSD teacher requirements.

h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SSFUSD.

a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.

b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.

c. Students will receive $250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than $250.

d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.

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

GENERAL PROVISIONS

16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.

17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.

    a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.

    b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.

    c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC Staff to use to inform any adult who may come looking for them.

18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SSFUSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SSFUSD. An annual audit of the MCSC program will be submitted by SSFUSD to the SSPI.

    a. Permanent records of student attendance, grades and achievement will be maintained by SSFUSD for SSFUSD students who enroll in a

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

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

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

a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SSFUSD will jointly ensure that each applicant accepted has met all the enrollment requirements.

b. SSFUSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.

c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

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

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

21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.

22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, termination or other terms and conditions of employment of its own employees. SSFUSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SSFUSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SSFUSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SSFUSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SSFUSD.

23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.

24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SSFUSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. SMCCCD personnel policies shall be made available to

SSFUSD upon request.

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

College District
San Mateo County Community College District
Bernata Slater, Chief Financial Officer
340l CSM Drive
San Mateo, CA 94402

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

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

27. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries, parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.

29. **SEVERABILITY.** Should any part of this Agreement be declared through a

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

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.

31. **LIABILITY AND INSURANCE.** SSFUSD shall be responsible for all damages to persons or properties that occur as a result of SSFUSD's or SSFUSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

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

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

Comprehensive General Liability and Property Damage insurance including:

a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $1,000,000 per occurrence.

b. Business Automobile Liability insurance in an amount not Jess than $1,000,000 including coverage for owned, non-owned and hired vehicles; and

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

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

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

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

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

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

Each Party Initials (if applicable)

☐

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

Each Party Initials (if applicable)

☐

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

33. **MUTUAL HOLD HARMLESS**

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

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

apply to acts of willful negligence or illegal actions.

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

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

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

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

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SSFUSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

36. **GOVERNING LAW AND VENUE.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.

37. **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document

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

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

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

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

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

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Bernata Slater
Chief Financial Officer
Date:
Federal Tax Payer Identification Number:
(EIN) 94-3084147

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

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

Appendix A

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 10, 2021

RE: Approval of the MOU between SSFUSD and Health Connected/Teen Talk for 8th grade Middle School students, 7/1/21 – 6/30/22

BACKGROUND:

Health Connected is a nonprofit, whose mission is to help young people feel confident and supported to make informed decisions about their own sexual health. The nonprofit serves students and families through its education program, and offers curricula and training to educators throughout the country using their Teen Talk and Puberty Talk curricula. Services will be provided for 8th grade middle school students, throughout the 2021/2022 school year.

FISCAL IMPLICATIONS:

The district will incur the cost of $36,000, pending final number of class sections. For 19 8th grade sections/classes, 8 SPED sections, 1 curriculum information session included with instructional services. No cost for the 2021 edition of Teen Talk Middle School. 1 Family Talk workshop will be included.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU between SSFUSD and Health Connected in the amount of $36,000, to provide classes to 8th grade SSFUSD middle school students which will include material and a family workshop for the 2021/2022 school year.

Services Agreement

South San Francisco Unified School District ("District") wishes to retain Health Connected to provide its sexual health instruction ("Program") at District site(s) on the basis set out below.

District Information

Contact person and title	Jason Brockmeyer, Director of Innovation, Community Outreach and Special Projects
Phone number	650.877.8750
E-mail address	jwbrockmeyer@ssfusd.org
Mailing address	398 B Street South San Francisco, CA 94080

Health Connected Information

Contact person and title	Abigail Karlin-Resnick, Executive Director
Phone number	(650) 367-1937, x14
E-mail address	abi@health-connected.org
Mailing address	P.O. Box 51984 East Palo Alto, CA 94303

Program Plan

Timeframe for Program Delivery

Timeframe	July 1, 2021 through June 30, 2022

Summary of Services

Grade(s) of students	All 8th grade students (estimated 20 sections) Students in middle school special education classes (estimated 8 classes/sections)
Program session dates	To be scheduled at mutually agreed upon dates
Expected # of teaching hours	8th grade: 8-10 instructional hours per section, depending on school schedule Special education: Up to 10 instructional hours (depending on age and functional level of students)
Expected # of students	8th grade: 350 students (estimated) Special education: TBD
Curriculum	☐ Puberty Talk ☒ Teen Talk Middle School ☐ Teen Talk High School ☐ Teen Talk High School Refresher

	☒ Teen Talk Adapted for All Abilities ☐ Teen Talk Youth in Alternative Settings
Delivery platform	☒ In-Person *(subject to public health requirements)* ☐ Distance Learning (online)
Additional Services	☒ Curriculum information session ☐ Open ☒ District-only ☐ Workshop for parents/trusted adults ☐ Workshop for families Additional Notes: *One curriculum information session for curriculum being delivered (Teen Talk Middle School and Teen Talk Adapted for All Abilities) will be provided.*

Fee

Fee	District will pay Health Connected a fee of $36,000* Teen Talk Middle School for 19 8th grade sections ($1,375/ea): $26,125* Teen Talk Adapted for All Abilities for 3 7th/8th grade Special Education classes/sections ($1,375/ea): $4,125* Teen Talk Adapted for All Abilities for 5 mixed 6th-8th grade Special Education classes/sections ($1,150/ea): $5,750* 2 curriculum information sessions included with instructional services: No cost (total value of $1,200) **Fee will be billed based on actual number of classes/sections that receive instruction.*
Payment timing	District will pay Health Connected the fee as follows: 50% due at the beginning of the contract period or when contract approved (whichever comes later) 25% due halfway through the contract period 25% due upon completion of services *If District cancels the Program, District will pay Health Connected for in-progress and completed work not yet paid for, as provided in Section 6.1 of the Terms and Conditions, and reimburse Health Connected for expenses stated above.*

District Responsibilities (to be handled at the school site)

- Provide a site contact person to coordinate Program delivery
- Distribute parent notification letters at least 14 days before instruction begins
- Receive parent requests to opt out of programming
- In-person instruction:
    - Provide Health Connected educators and staff access to school site(s) for Program sessions
    - Permit Health Connected educators and staff to use School's classroom supplies and equipment for Program purposes
    - Ensure that site personnel (e.g., teacher, counselor, administrator) be in the classroom at all times during Program sessions
    - Inform Health Connected of class schedule(s) and classroom location(s) for Program sessions

    - Ensure appropriate class size; classes or sections may not have more than 30 students without prior approval from Health Connected
- Distance learning instruction:
    - Provide students with access to live webinars and asynchronous activities
- Allow Health Connected to collect the following data about students participating in Program:
    1) Demographics: grade level, age, gender, city, total number of students served
    2) Program evaluation: pre-test and post-test scores, student quotes in connection with Program

    All data will be aggregated and made anonymous. Data will be used only for purposes of program reporting and Health Connected communications.

Health Connected Responsibilities

- Deliver Program on Program session dates
- Develop and provide Materials (defined below) for Program
- Be respectful in all interactions with students and School staff, including respecting cultural, religious, and economic differences, ideas, and values
- Communicate with students only during Program sessions and not initiate or engage in unsupervised contact with students
- Not engage in any inappropriate communication with students, such as verbal abuse, swearing, or racist, sexist, or homophobic language
- Conduct prerequisite background check for Health Connected educators and staff who will be interacting with District students
- Provide report on number of students served and Program outcomes to District

This Services Agreement ("Agreement"), which consists of this form ("Program Plan") and the attached Terms and Conditions, creates a legal contract between District and Health Connected. The Agreement is acknowledged by the following representatives of District and Health Connected:

South San Francisco Unified School District	**Health Connected**
By: _____	By:
Name: _____	Name: Abigail Karlin-Resnick
Title: _____	Title: Executive Director
Date: _____	Date: May 21, 2021

Background

Health Connected is a nonprofit corporation whose mission is to equip young people with information, skills, and support to make thoughtful choices about their relationships and sexual health throughout their lives. Health Connected serves students, families, and educators through its sexual health education programs in California and throughout the country. Health Connected has developed and provides sexual health education programs, using their proprietary Puberty Talk/Teen Talk curriculum series.

Teen Talk is a middle- and high-school curriculum that addresses reproductive anatomy, pregnancy, contraceptive methods and abstinence, types of sexually transmitted diseases and how to prevent transmission, decision-making, identifying healthy and abusive relationships, talking to parents/trusted adults, and avoiding sexual coercion. Teen Talk educates youth about the importance of sexual health education through classroom-based lessons – both in-person classrooms and virtual classrooms. Teen Talk is designed to comply with California Education Code Sections 51930-51939 for delivery of comprehensive sexual health education and HIV/AIDS prevention education in public schools, and to meet the California Health Content Standards for Growth, Development, and Sexual Health.

Puberty Talk is a curriculum for Grades 5 and 6 that addresses changes during puberty, reproductive anatomy, pregnancy, decision-making, personal boundaries, and communication with parents/trusted adults. Puberty Talk consists of in-school lessons and is designed to comply with California Education Code Sections 51930-51939 (except section 51934, which does not apply to students under grade 7) and meet the California Health Content Standards for Growth, Development, and Sexual Health.

Terms and Conditions

1. Basic Agreement

1.1 Responsibilities
Health Connected and District will each carry out its respective responsibilities as described in the Program Plan.

1.2 Fee
District will pay Health Connected the fee in the amount(s) and on the date(s) as described in the Program Plan.

1.3 Expenses
Except for expenses to be reimbursed as described in the Program Plan, Health Connected and District are responsible for their own expenses in carrying out their activities under this Agreement.

2. Materials

2.1 Materials
During the Program, Health Connected will provide District and its students with curricula, lesson plans, reference documents, worksheets, parent communication templates, brochures, posters, forms, and other materials (collectively, "Materials").

2.2 Ownership of Materials
Health Connected owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used or shared by Health Connected in carrying out the Program. District acknowledges that the Materials are proprietary to Health Connected, and that no Materials will be deemed a work for hire.

2.3 License Grant for Program Use
Health Connected grants District a limited, non-transferable, non-exclusive license to use, copy, and distribute the Materials solely in connection with Program activities. For clarity, District will not (a) independently present the Materials during a lesson, professional development meeting, or workshop, or in any similar teaching or training environment without Health Connected's prior written consent; (b) provide the Materials to any third party other than teachers and students in the Program without Health Connected's prior written consent; or (c) use the Materials for commercial purposes, make any derivative works of, or otherwise modify the Materials except as permitted under the Program Plan.

3. Compliance

3.1 Compliance with Law
Health Connected and District will comply with applicable law, including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. Heath Connected will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

3.2 Licenses and Permits
Health Connected will obtain and keep in force all licenses, permits, and certificates necessary for Program activities under this Agreement.

4. Data, Communication, and Confidentiality

4.1 Data Collection
Health Connected collects, analyzes, and disseminates data about its work in order to evaluate the effectiveness of its programs. To the extent permitted by law and to a reasonable degree, District will cooperate with Health Connected and any consultants or others engaged by Health Connected in connection with the evaluation of its programs' design, execution, and outcomes. Health Connected may publish the results of such evaluations and may identify District without first obtaining District's written consent.

4.2 External Communication
Health Connected may, subject to Section 4.3 of this Agreement, identify District as a client or "school partner" in internal and external communications, including, but not limited to, on Health Connected's website and in Health Connected's outreach materials. Subject to Section 4.3, Health Connected and District may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 4.1.

4.3 Confidentiality
In working together, Health Connected and District may share sensitive information with one another, including, but not limited to, information about students in the Program. Neither Health Connected nor District will disclose to any third party any Confidential Information (defined below) or proprietary information for any purpose other than as needed to implement the Program, without the prior written consent of the other party. "Confidential Information" means any and all non-public information regarding Health Connected or District, including its students. Confidential Information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed.

5. Insurance and Indemnification

5.1 Insurance
Health Connected is responsible for its own insurance and will maintain appropriate coverage for its Program activities under this Agreement.

5.2 Indemnification
Health Connected and District will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own

performance of activities under or breach of this Agreement. Neither Health Connected nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

5.3 Limitation of Liability
Nether Health Connected nor District will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

6. Termination

6.1 Termination on Notice
Either Health Connected or District may terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective sixty (60) days after delivery of the notice. [If District terminates the Agreement under this Section 6.1, District will pay Health Connected for work then in progress as invoiced by Health Connected, and any previous work completed by Health Connected prior to the termination date for which payment is still outstanding. District will pay such amounts within thirty (30) days of receipt of invoice from Health Connected.]

6.2 Termination for Breach
If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

6.3 Return of Property; Survival of Provisions
Following the expiration or termination of this Agreement and upon Health Connected's request, District will promptly return to Health Connected any Materials in its possession, and if applicable, Health Connected and District will each promptly return all Confidential Information to the other party. The provisions of Sections 2.2, 4.1, 4.3, 5.2, 5.3, 6.3, and 7 will remain effective after expiration or termination.

7. General Provisions

7.1 Resolving Disputes
If a dispute arises between Health Connected and District relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

7.2 Entire Agreement; Amendment
This Agreement describes Health Connected and District's entire agreement and supersedes all prior or contemporaneous communications between Health Connected and District. This Agreement may be amended only as stated in a writing signed by both Health Connected and District stating that it is an amendment to this Agreement.

7.3 Severability; Waiver
If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Assignment; Subcontracts
Health Connected may not assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of District, except that Health Connected may (a) assign all of its rights under this Agreement without District's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law; and (b) enter into subcontracts and independent contractor agreements to carry out its responsibilities under this Agreement without District's prior written consent.

7.5 Independence
Health Connected and District are and will remain independent contracting parties. Health Connected will have sole responsibility for the planning, management, and implementation of its Program responsibilities, and the arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Health Connected nor District has the power or authority to bind or obligate the other to a third party or commitment in any manner.

7.6 Third-Party Beneficiaries
Except as specifically provided in Section 5.2, this Agreement is for the exclusive benefit of Health Connected and District, and not for the benefit of any third party including, but not limited to, any employee, affiliate, student, or vendor of either party.

* * * * * * *

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 10, 2021

RE: Approval of the College and Career Access Pathways (CCAP) Partnership for the 2021-22 school year.

BACKGROUND:

The Community College District and SSFUSD desire to enter into an agreement for the purpose of offering or expanding dual enrollment opportunities at the college for the District's students under the College and Career Access Pathways (CCAP) program, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the partnership with the CCAP, at no cost to the District, for the 2021-22 school year.

COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This College and Career Access Pathway Partnership Agreement ("Agreement") is entered into this 16th day of February 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 ("COMMUNITY COLLEGE DISTRICT") and the South San Francisco Unified School District having its principal business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SCHOOL DISTRICT").

This Agreement relates to a College and Career Access Pathways ("CCAP") dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT'S Skyline College, in San Bruno, California, hereinafter referred to as "COLLEGE."

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT'S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties' goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this Agreement shall be for three years, beginning in July 1, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and criteria the parties intend to apply to assess the ability of pupils to benefit from those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Shawnterra Moore, Superintendent, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080; Telephone 650-877-8700

2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.

2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.

2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Shawnterra Moore, Superintendent, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080; Telephone 650-877-8700

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are underrepresented in higher education, and eligibility determinations shall be made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.

3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.

3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.

3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.

3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT defines a "regular school day" as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.

4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupil, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil's enrollment in COLLEGE courses.

4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.

5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.

5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by

the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor's office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter unites that has not been approved by the California Community Colleges Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.

5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.

5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.

5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.

5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.

5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.

5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.

5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.

5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.

5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.

5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT

6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.

6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.

6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate instructors for any supplemental instruction, including supplemental instruction related to course material that extends beyond the college schedule.

6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record

6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.

6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.

6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.

6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.

6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.

6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.

6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.

6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.

7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.

7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.

7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section 4 of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.

8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having "special part-time student" status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education

Code § 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.

10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.

10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or resulted in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.

10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.

10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.

10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.

10.7 The COMMUNITY COLLEGE DISTRCT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.

10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented as an informational item at an open public meeting of the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken at a subsequent open public meeting of the Governing Board of the COMMUNITY COLLEGE DISTRICT prior to a vote being taken to approve or disapprove the proposed agreement.

10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented as an informational item at an open public meeting of the Governing Board of the SCHOOL DISTRICT, and public comments were taken at a subsequent open public meeting of the Governing Board of the SCHOOL DISTRICT prior to a vote being taken to approve or disapprove the proposed agreement.

10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.

12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.

12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.

12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.

12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R.§ 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.

13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

15. INDEMNIFICATION

15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.

16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):

a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $1,000,000 per occurrence.

b. Business Automobile Liability insurance in an amount not less than $1,000,000 including coverage for owned, non-owned and hired vehicles; and

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

16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.

16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement.* The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of

such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRCT's Superintendent, as the case may be.

16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNTY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by

September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.

19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS

20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: _____
South San Francisco Unified School District

By: _____
San Mateo Community College District

APPENDIX - A

FALL 2021 – SPRING 2022
TO THE COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Jennifer Taylor-Mendoza, Vice President of Instruction	650-738-4321	mendozaj@smccd.edu
School District:	Keith Irish, Assistant Superintendent	650-877-8709	kirish@ssfusd.org

2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022 -** college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: Skyline College

SCHOOL DISTRICT: South San Francisco Unified School District

Baden High School

EDUCATIONAL PROGRAM: College Success

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 21 , Spring 33	TOTAL PROJECTED FTES: TBD

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Prep for College	COUN 101	Fall 2021	10:50am – 11:50am (3rd)	M/W	Kinza Tariq	Skyline College / SMCCCD	Baden High School
Prep for College	COUN 101	Spring 2022	10:50am – 11:50am (3rd)	M/W	Kinza Tariq	Skyline College / SMCCCD	Baden High School

Note: All referenced Sections from AB 288 (Education Code 76004)

South San Francisco High School

EDUCATIONAL PROGRAM: Biotechnology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 41, Spring 77	TOTAL PROJECTED FTES: TBD

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Foundations of Biotechnology (2 sections)	BTEC 400	Fall 2021	10:51am-12:16pm (2nd) 1:22pm-2:47pm (3rd)	M/T/Th/F M/T/Th/F	Rocky Ng Rocky Ng	South San Francisco High School / SSFUSD	South San Francisco High School
Foundations of Biotechnology	BTEC 400	Spring 2022	12:30pm-1:40pm (3rd)	M/T/Th/F	Rocky Ng	South San Francisco High School / SSFUSD	South San Francisco High School
Biotechnology Project I	BTEC 480	Spring 2022	1:50pm – 3:00pm (4th)	M/T/Th/F	Rocky Ng	South San Francisco High School / SSFUSD	South San Francisco High School
Biotechnology Research Project I	BTEC 484	Spring 2022	1:50pm – 3:00pm (4th)	M/T/Th/F	Rocky Ng	South San Francisco High School / SSFUSD	South San Francisco High School
Principles Applied Bioscience (2 sections)	BTEC 170	Spring 2022	9:00am-10:10am (1st) 1:50pm – 3:00pm (4th)	M/T/Th/F M/T/Th/F	Cherie Cohen Rocky Ng	South San Francisco High School / SSFUSD	South San Francisco High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Lab Principles Applied Bioscience (2 sections)	BTEC 171	Spring 2022	9:00am-10:10am (1st) 1:50pm – 3:00pm (4th)	M/T/Th/F M/T/Th/F	Cherie Cohen Rocky Ng	South San Francisco High School / SSFUSD	South San Francisco High School

EDUCATIONAL PROGRAM: College Success

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 14	TOTAL PROJECTED FTES: TBD

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Hermanos and Hermanas Seminar - College Success Factors	COUN 655.1	Fall 2021	3:30pm-4:50pm	M/T/Th/F	Charlie Morales	Skyline College / SMCCCD	South San Francisco High School

Note: All referenced Sections from AB 288 (Education Code 76004)

El Camino High School

EDUCATIONAL PROGRAM: Biotechnology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 47 , Spring 44	TOTAL PROJECTED FTES: TBD

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Foundations of Biotechnology	BTEC 400	Fall 2021	10:51am-12:16pm (2nd)	M/T/Th/F	Daniel Rivera	El Camino High School / SSFUSD	El Camino High School
Principles Applied Bioscience	BTEC 170	Fall 2021	1:22pm – 2:51pm (3rd)	M/T/Th/F	Daniel Rivera	El Camino High School / SSFUSD	El Camino High School
Lab Principles Applied Bioscience	BTEC 171	Fall 2021	1:22pm – 3:30pm (3rd)	M/T/Th/F	Daniel Rivera	El Camino High School / SSFUSD	El Camino High School
Foundations of Biotechnology	BTEC 400	Spring 2022	10:20am-11:30am (2nd)	M/T/Th/F	Daniel Rivera	El Camino High School / SSFUSD	El Camino High School
Principles Applied Bioscience	BTEC 170	Spring 2022	1:50pm – 3:00pm (4th)	M/T/Th/F	Daniel Rivera	El Camino High School / SSFUSD	El Camino High School
Lab Principles Applied Bioscience	BTEC 171	Spring 2022	1:50pm – 3:00pm (4th)	M/T/Th/F	Daniel Rivera	El Camino High School / SSFUSD	El Camino High School

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Automotive Technology Pathway/ Transportation

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 46, Spring 34	TOTAL PROJECTED FTES: TBD

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Automotive Fundamentals for High School I	AUTO 509.1	Fall 2021	1:22pm-2:57pm (3rd)	M/T/Th/F	James Cresta	El Camino High School/ SSFUSD	El Camino High School
Automotive Fundamentals for High School II	AUTO 509.2	Fall 2021	1:22pm-2:57pm (3rd)	M/T/Th/F	James Cresta	El Camino High School/ SSFUSD	El Camino High School
Automotive Fundamentals for High School I	AUTO 509.1	Spring 2022	1:50pm-3:00pm (4th)	M/T/Th/F	James Cresta	El Camino High School/ SSFUSD	El Camino High School
Automotive Fundamentals for High School II	AUTO 509.2	Spring 2022	1:50pm-3:00pm (4th)	M/T/Th/F	James Cresta	El Camino High School/ SSFUSD	El Camino High School

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 168, Spring 177	TOTAL PROJECTED FTES: TBD

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Sanitation Practices in the Hospitality Industry	HTM 120	Fall 2021	9:20am-10:45am (1st)	M/T/Th/F	Marlis Ringseis	El Camino High School / SSFUSD	El Camino High School
Restaurant and Banquet Operations (2 sections)	HTM 125	Fall 2021	10:51am-12:16pm (2nd) 1:22pm – 2:47pm (3rd)	M/T/Th/F	Marlis Ringseis Marlis Ringseis	El Camino High School / SSFUSD	El Camino High School
Introduction to Hospitality and Tourism Management (2 sections)	HTM 101	Fall 2021	10:51am-12:16pm (2nd) 1:22pm – 2:47pm (3rd)	M/T/Th/F M/T/Th/F	Marlis Ringseis Marlis Ringseis	El Camino High School / SSFUSD	El Camino High School
Sanitation Practices in the Hospitality Industry	HTM 120	Spring 2022	12:30pm-1:40pm (3rd)	M/T/Th/F	Marlis Ringseis	El Camino High School / SSFUSD	El Camino High School
Restaurant and Banquet Operations (2 sections)	HTM 125	Spring 2022	9:00am-10:10am (1st) 10:20am–11:30am (2nd)	M/T/Th/F M/T/Th/F	Marlis Ringseis Marlis Ringseis	El Camino High School / SSFUSD	El Camino High School
Introduction to Hospitality and Tourism Management (2 sections)	HTM 101	Spring 2022	9:00am-10:10am (1st) 10:20am–11:30am (2nd)	M/T/Th/F M/T/Th/F	Marlis Ringseis Marlis Ringseis	El Camino High School / SSFUSD	El Camino High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

SCHOOL DISTRICT counselors select students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identify CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. **BOOKS AND INSTRUCTIONAL MATERIALS - THE TOTAL COST OF BOOKS AND INSTRUCTIONAL MATERIALS FOR SCHOOL DISTRICT STUDENTS PARTICIPATING IN COURSES COVERED BY THIS AGREEMENT WILL BE BORNE BY SCHOOL DISTRICT.**

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Automotive Fundamentals for High School I AUTO 509.1	TBD	TBD	TBD	TBD
Automotive Fundamentals for High School I AUTO 509.1	TBD	TBD	TBD	TBD
Prep for College COUN 101	TBD	TBD	TBD	TBD
Hermanos and Hermanas Seminar - College Success Factors COUN 655.1	TBD	TBD	TBD	TBD
Foundations of Biotechnology BTEC 400	TBD	TBD	TBD	TBD
Principles Applied Bioscience BTEC 170	TBD	TBD	TBD	TBD

Note: All referenced Sections from AB 288 (Education Code 76004)

Lab Principles Applied Bioscience BTEC 171	TBD	TBD	TBD	TBD
Biotechnology Research Project I BTEC 484	TBD	TBD	TBD	TBD
Introduction to Hospitality and Tourism Management HTM 101	TBD	TBD	TBD	TBD
Sanitation Practices in Hospitality HTM 120	TBD	TBD	TBD	TBD
Restaurant and Banquet Operations HTM 125	TBD	TBD	TBD	TBD

Note: All referenced Sections from AB 288 (Education Code 76004)

5. FACILITIES USE

a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

SCHOOL	BUILDING	CLASSROOM	DAYS	HOURS
Baden High School: (COUN 101)	TBD	TBD	M/T/Th/F	10:50am – 11:50am
South San Francisco High School: (COUN 655.1)	TBD	TBD	M/T/Th/F	3:30pm-4:50pm
South San Francisco High School: (BTEC 400/170/171/480/484)	TBD	Science Garage	M/T/Th/F (2nd) M/T/Th/F (3rd) M/T/Th/F (3rd) M/T/Th/F (1st) M/T/Th/F (4th) M/T/Th/F (1st) M/T/Th/F (4th) M/T/Th/F (4th) M/T/Th/F (4th)	10:51am-12:16pm 1:22pm-2:47pm 12:30pm-1:40pm 9:00am-10:10am 1:50pm – 3:00pm 9:00am-10:10am 1:50pm – 3:00pm 1:50pm – 3:00pm 1:50pm – 3:00pm
El Camino High School: (AUTO 509.1/509.2)	TBD	64	M/T/Th/F (3rd) M/T/Th/F (4th)	1:22pm-2:57pm 1:50pm-3:00pm

Note: All referenced Sections from AB 288 (Education Code 76004)

El Camino High School: (HTM 101/120/125)	TBD	TBD	M/T/Th/F (2nd) M/T/Th/F (3rd) M/T/Th/F (1st) M/T/Th/F (2nd) M/T/Th/F (1st) M/T/Th/F (3rd) M/T/Th/F (2nd) M/T/Th/F (3rd) M/T/Th/F (1st) M/T/Th/F (2nd)	10:51am-12:16pm 1:22pm – 2:47pm 9:00am-10:10am 10:20am–11:30am 9:20am-10:45am 12:30pm-1:40pm 10:51am-12:16pm 1:22pm – 2:47pm 9:00am-10:10am 10:20am–11:30am
El Camino High School: (BTEC 400/170/171)	TBD	40	M/T/Th/F (2nd) M/T/Th/F (2nd) M/T/Th/F (3rd) M/T/Th/F (4th) M/T/Th/F (3rd) M/T/Th/F (4th)	10:51am-12:16pm 10:20am-11:30am 1:22pm – 2:51pm 1:50pm – 3:00pm 1:22pm – 2:51pm 1:50pm – 3:00pm

Note: All referenced Sections from AB 288 (Education Code 76004)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 10, 2021

RE: Approval of Agreement with DocuSign for 2021-22

BACKGROUND:

SSFUSD successfully partnered with DocuSign in November of 2020, due to the efficiency and expediting of documents, we'd like to continue our partnership from May, 2021 - May 20, 2022. 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:

eSignature Business Pro for Gov. Envelope, 11,000	$39,204.00
Premier Support	$ 6,408.60
SMS Delivery	$ 3,520.00
TOTAL	**$49,132.60**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with DocuSign, Inc. for the 2021-22 school year to provide secured and stored documents.

DocuSign Envelope ID: 62BC7D57-D9D8-4CFA-BF34-9C0B1EF28DA2

DocuSign

DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Jun 11, 2021
Prepared By: Olivia Weiss
Quote Number: Q-00602215

ORDER FORM

Address Information

Bill 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

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

Shipping Contact Name:
Keith Irish
Shipping Email Address:
kirish@ssfusd.org
Shipping Phone:
(650) 877-8720

In Process

Order Details

Order Start Date: May 21, 2021
Order End Date: May 20, 2022
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, 2021	May 20, 2022	11,000	$39,204.00
Premier Support	May 21, 2021	May 20, 2022	1	$6,408.60
SMS Delivery - US/CAN	May 21, 2021	May 20, 2022	11,000	$3,520.00

Grand Total: $49,132.60

Product Details

eSignature Envelope Allowance: 11,000

DocuSign Envelope ID: 62BC7D57-D9D8-4CFA-BF34-9C0B1EF28DA2

Overage/Usage Fees

eSignature Business Pro for Gov - Env (Per Transaction): $6.40
SMS Delivery - US/CAN: $0.50

Order Special Terms

Both parties hereby agree that the following Order Forms identified by their Order Start Dates will be terminated upon the Order Start Date of this Order Form:

November 11, 2020 (Q-00520539)

No credit will be provided for the above Order Form(s).

In Process

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

DocuSign Envelope ID: 62BC7D57-D9D8-4CFA-BF34-9C0B1EF28DA2

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		**DocuSign, Inc.**	
Signature:		Signature:	
Name:	Keith Irish	Name:	AOA
Job Title:		Job Title:	
Date:		Date:	

In Process

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 10, 2021

RE: Adoption of Resolution #21-36 for Budgetary Increases and Transfers

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BACKGROUND:

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

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #21-36 authorizing the San Mateo County Office of Education Superintendent of Schools to make any necessary transfers or budget adjustments to permit payment of obligations of the District at year-end.

RESOLUTION #21-36

RESOLUTION FOR BUDGETARY INCREASES AND TRANSFERS AT YEAR END

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FISCAL YEAR 2020-21

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

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

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

REGULARLY passed and adopted this 10TH day of June, 2021.

AYES:	_____	**NOES:**	_____
	_____		_____
	_____	**ABSTENTIONS:**	_____
	_____		_____
	_____	**ABSENCES:**	_____
	_____		_____

_____ **District Superintendent**

_____ **County Superintendent of Schools**

Date Approved/Filed

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 10, 2021

RE: Adoption of Resolution #21-40 to Establish Student Activity Special Revenue Fund (Fund 08)

BACKGROUND:

Financial activity related to student body funds has historically been recorded in a separate financial system and not reported to the California Department of Education. With the passage of Governmental Accounting Standards Board (GASB) 84, South San Francisco Unified School District (SSFUSD) needs to establish a special revenue fund for student body financial activity (Fund 08). This new fund will consist of an income statement (revenue and expenditures) as well as a balance sheet (assets and liabilities).

By establishing a separate special revenue fund, SSFUSD will be in compliance with GASB 84. Additionally, SSFUSD will be able to report student activity funds in the same manner as district funds to the California Department of Education. This new fund will be incorporated into SSFUSD's government-wide audited financial statements.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution (#21-40) for the establishment of the Student Activity Special Revenue Fund (Fund 08).

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #21-40

A RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE ESTABLISHMENT OF FUND 08 – STUDENT ACTIVITY SPECIAL REVENUE FUND

WHEREAS, the California Department of Education has authorized school districts to establish a separate fund in accordance with the provision of Statement No. 84 of the Governmental Accounting Standards Board (GASB) for reporting non-fiduciary ASB activities: and

WHEREAS, the ASB activities within the South San Francisco Unified School District are considered governmental activities and should be reported in a governmental fund, either general fund or special revenue fund; and

WHEREAS, the California Department of Education added a new Special Revenue Fund (FUND 08) to its Standardized Account Code Structure (SACS) to account for non-fiduciary ASB activities;

THEREFORE, BE IT RESOLVED that the Governing Board hereby authorizes the establishment of a special revenue fund to be known as the Student Activity Special Revenue Fund (08) in accordance with California Department of Education guidelines.

THIS RESOLUTION is effective on the date of adoption until revoked or superseded.

APPROVED, PASSED AND ADOPTED by the Governing Board of the South San Francisco Unified School District this 10th day of June 2021, by the following vote:

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: June 10, 2021

RE: Approval of All City Management Crossing Guard Services for 2021-22

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 2021-22 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 $109,980.00.

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 $109,980.00 to be paid from the General Fund (Fund 01).

All City Management Services Inc.

Client Worksheet 2021 - 2022

Department: **8105**

Billing Rate for 2021/2022: $30.55

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

Sites with traditional calendar:

		20		180		$30.55	=	$109,980.00
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** **$109,980.00**

ALL CITY MANAGEMENT SERVICES

May 25, 2021

Ted O
South San Francisco Unified School District
398 B Street, South San Francisco, CA 94080

Dear Ted,

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 with for Crossing Guard Services through the 2021-2022 fiscal year.

The Crossing Guard programs in this area are in crisis. Here are some of the facts that impact the environment we are currently operating in:

- Over the last 10 years the local workforce for laborers in our market have been displaced by unaffordable housing costs.
- Our Turnover Ratio in this area has risen from 20% in 2015 to 45% in 2020
- Currently up to 30% of our new hires find another job within a month of starting
- Our advertising and recruitment efforts and costs have quadrupled in the last 4 years.
- Starting hourly wages for other part-time jobs:
    - McDonald's $17.85 to $19.60
    - In n Out Burgers; $19 to $20.50
    - Instacart $21.00
    - Amazon Team Warehouse $17.00 to $19.00
- The typical Crossing Guard must now commute to work
- Crossing Guards work on the average 3 hours a day while reserving their entire day to be available for morning and afternoon shifts
- In this era of cell-phone driver distraction Crossing Guards are still one of the riskiest part-time jobs one could undertake.

In most areas in this corridor our Managers and Supervisors must work every day to limit the number of "No Guard" incidences. In spite of commitment and efforts the occurrences of "No Guard" incidences are frequent and unacceptable. Many programs we have not been able to staff new sites at all.

Our plan next school year is to offer a more competitive wage rate of $16.00 per hour. This will mean significantly higher billing rates for all cities in this corridor. To facilitate the calculation of the annual cost of your Crossing Guard program 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 as it exists currently.

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

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May __, 2021 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 term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.

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 Dollars and Fifty-five Cents **($30.55)** 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 Nine Thousand, Nine Hundred and Eighty Dollars ($109,980.00) 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_____