

**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, August 12, 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 August 12)

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Conference with Legal Counsel- Pending Litigation pursuant to Government Code section 54956.9(d)(1) (one case), OAH Case No. 2021050641.
2. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: SSFCTA
3. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: CSEA Chapter 197
4. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: SSFAFT
5. To consider the appointment of one (1) public employee to the position of Director of Facilities, in accordance with Government Code Section 54956.
6. Superintendent evaluation.

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. Introduction of Student Trustees and ASB Presidents

b. Other

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

L. COMMUNICATIONS

Public comments may be submitted in advance of the meeting through the following link: <https://bit.ly/boardmeeting8122021> beginning at 3:00 p.m. on Monday, August 9, until 3:00 p.m. on Thursday, August 12. These comments will be read by all Board members and posted on the District website's 2021-22 Board meetings at: www.ssfusd.org/20212022boardmeetings prior to the meeting.

To comment 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.

M. PRESENTATIONS

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

1. ADMINISTRATION

a. Return to In-person Re-engagement

Staff will present information on the District's vision, goals and priorities, health and safety protocols, curriculum, instruction and assessment, social, emotional, and mental health supports, governmental stimulus resources, educational equity efforts, and independent studies for the return to in-person re-engagement.

2. EDUCATIONAL SERVICES

a. Summer School

Staff will present information on the 2021 summer school programs in the District.

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

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1. ADMINISTRATION

- | | |
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| a. Minutes of June 24, 2021 regular Board meeting. | 1 - 19 |
| b. Minutes of July 1, 2021 special Board meeting. | 20 - 21 |
| c. Minutes of July 15, 2021 regular Board meeting. | 22 - 43 |
| d. Star Vista agreement for early childhood mental health consultation services for 2021-22. | 44 - 48 |
| e. San Mateo County Superintendent's CSPP California State preschool contract for 2021-22. | 49 - 57 |

2. EDUCATIONAL SERVICES

- | | |
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| a. Consolidated Application and Reporting System Spring 2020 Data Collection and 2021-22 application for funding. | 58 - 62 |
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3. HUMAN RESOURCES

- | | |
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| a. Certificated Personnel Assignment Order. | 63 - 66 |
| b. Classified Personnel Assignment Order. | 67 - 69 |

4. BUSINESS SERVICES

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| a. Gifts to the District, July 2021. | 70 - 71 |
| b. Fundraising events for the 2021-22 school year. | 72 - 73 |
| c. Professional services agreements under \$25,000. | 74 - 75 |

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INFORMATION/DISCUSSION

1. ADMINISTRATION

a. 1st reading of District's New and Updated Board Policies 76 - 136

Staff will present, to the Board, the first reading of the new and updated District's Board Policies as follows:

1. BP 0400 - Comprehensive Plans
2. BP 0460 - Local Control and Accountability Plan
3. BP 0500 - Accountability
4. BP 1113 - District and School Websites
5. BP 3513.4 - Drug and Alcohol Free Schools
6. BP 5001 - Equity/Students
7. BP 6158 – Independent study
8. BP 7310 – Renaming a Facility

PUBLIC HEARING – CSEA Chapter 197 Proposal

Prior to commencing negotiations, California law (Government Code Section 3547) requires that a school district and the exclusive employee representative present their respective proposals at a public meeting. The CSEA initial proposal is being presented at this meeting and the SSFUSD initial proposal will be presented at the September 9, 2021 Board meeting. 137 - 138

CSEA Initial Proposal to SSFUSD 139 - 140

A California School Employees Association (CSEA) Chapter 197 representative will present its initial proposal to the South San Francisco Unified School District (SSFUSD) Board of Trustees to begin contract negotiations for the 2021-22 reopener agreement.

A Public Hearing will provide an opportunity for members of the public to comment on the CSEA proposal.

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ACTION

1. ADMINISTRATION

a. Resolution No. 21-43 for Attendance Awareness Month 141

Staff recommends the adoption of Resolution #21-43: Recognizing Attendance Awareness Month and supporting activities to increase awareness of the importance of daily attendance.

b. Resolution No. 21-50 for Trustee Compensation 142

The Board will discuss the adoption of Resolution #21-50: To allow stipend payment for Trustee Lujan who was absent from the August 4, 2021 Board meeting.

2. HUMAN RESOURCES

a. Approval of Swing Education Memorandum of Understanding (MOU) 143 - 155

Staff recommends the approval of the Swing Education MOU to provide the District with an additional pool of certificated substitutes on an as needed basis, as presented to the Board.

b. Approval of Scoot Education Memorandum of Understanding (MOU) 156 - 167

Staff recommends the approval of the Scoot Education MOU to provide the District with an additional pool of certificated substitutes on an as needed basis, as presented to the Board.

c. Approval of Daybreak Health Memorandum of Understanding (MOU) 168 - 177

Staff recommends the approval of the Daybreak Health MOU to provide the District with counseling services for students ages twelve to nineteen, as presented to the Board.

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- d. Approval of Boys and Girls Club Memorandum of Understanding (MOU)** 178 -181

Staff recommends the approval of the Boys and Girls Club MOU to provide the District with space for the Community Day School and Alternative to Suspension programs, as presented to the Board.

3. BUSINESS SERVICES

- a. Resolution No. 21-49 Declaring the Futility of Public Bidding and Approval of Change Orders #1-#3 to the Tri-Valley Excavating Inc. Agreement for the Los Cerritos ES Paving Project** 182 - 190

Staff recommends the adoption of Resolution #21-49: Declaring the Futility of Public Bidding of Additional Construction Work and approval of Change Orders #1-#3 to the Tri-Valley Excavating Inc. agreement, in the amount of \$78,658, for the Los Cerritos ES paving project, as presented to the Board.

- b. Approval of Agreement with Infinity Communications and Consulting, Inc. for Project Administration Services** 191 - 193

Staff recommends the approval of the agreement with Infinity Communications and Consulting, Inc. for Project Administration Services on the structured network cabling project, as presented to the Board.

- c. Approval of Agreement with AAA Network Solutions to Extend the Term of the Contract** 194 - 195

Staff recommends the approval of an agreement with AAA Network Solutions to extend the term of the contract for the structured network cabling project, as presented to the Board.

- d. Approval of Agreement with AMS.Net, Inc. to Extend the Term of the Contract** 196 - 197

Staff recommends the approval of an agreement with AMS.Net, Inc. to extend the term of the contract for the network electronics project, as presented to the Board.

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e. Approval of Price Change Requests for the Network Infrastructure Upgrade Project 198 - 207

Staff recommends the approval of the price change requests on the structured network cabling project, as presented to the Board.

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

Board meetings are currently held via teleconference and are planned to return to the in-person format at a future date. The meeting locations will be noted when applicable.

September 9, 2021 *(teleconference)*

- Teaching and learning presentation - Spruce ES
- Presentation and approval of year end unaudited actuals
- Discussion of October 21 Community Forum topic(s)
- Discussion on redistricting SSFUSD boundaries with 2020 Census data
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Public Hearing for District's initial proposal to CSEA for negotiations
- Resolution Honoring Hispanic/Latinx Heritage Month
- Nomination(s) for CSBA Directors-at-large African American, American Indian and County
- Resolution on GANN limit

September 23, 2021 *(teleconference)*

- Teaching and learning presentation - Martin ES
- Resolution honoring Filipino American History Month
- Approval of the Board Governance calendar for 2021-22
- Resolution for California Week of the School Administrator (10/10 - 10/16)

October 7, 2021 *(teleconference)*

- Teaching and learning presentation - SSFHS
- Presentation on Performance Management - English Learners
- Approval of Renaissance Learning agreement renewal for 2021-22
- Williams report for 3rd quarter ending 9/30/21
- Update on Safe School Plans
- Resolution honoring Native American Heritage History Month
- Approval of ESSER III Expenditure Plan

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

- Topic(s) TBD

November 18, 2021 *(teleconference)*

- Teaching and learning presentation - Los Cerritos ES
- Presentation on the Nutrition Services Department

December 9, 2021 *(teleconference)*

- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Teaching and learning presentation - Ponderosa ES
- Teaching and learning presentation - Children's Center
- Presentation on Performance Management - CTE
- Approval of San Mateo Co. QRIS block grant for 2021-22
- Presentation and approval of First interim budget report "positive certification"
- Selection of Trustees to District sub-committees/committees (Board Policies and Bylaws, City sub-committee, and County Committee on School District Organization)
- CSBA Delegate Assembly nomination(s)

January 13, 2022 *(teleconference)*

- Teaching and learning presentation - Monte Verde ES
- Presentation on Performance Management - Special Education
- Audited actuals report for the fiscal year ended June 30, 2021
- Approval of SARCS
- Approval of the 2022 Summer School programs
- Williams report for 4th quarter ending 12/31/21
- Update on Governor's 2022-23 budget proposal

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
Minutes of the Board of Trustees' Meeting of June 24, 2021

CORONAVIRUS DISEASE (COVID-19) NOTICE

This meeting was 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 16, 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.

As SSFUSD is an inclusive school district a Spanish language translation of the Board meeting was also available to the Spanish speaking community.

This meeting included closed captions which required the Board to provide a break, for the stenographer's benefit, after approximately every 1.5 hours.

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Government Code § 54957 Threat to Public Services or Facilities Consultation with District Director of Technology Services regarding cyber security measures.
2. Conference with Legal Counsel-Existing Litigation pursuant to Government Code Section 54956.9, subd. (d)(1) – Name of case: USS Cal School Construction Cases; and related Government Code claim by USS Cal Builders, Inc.
3. Superintendent evaluation.

RECONVENE INTO OPEN SESSION - 7:07 p.m.

B. ROLL CALL

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

Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present
	Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present

Mr. Ted O, Assistant Superintendent,
Business Services - Present
Dr. Jay Spaulding, Assistant Superintendent,
Human Resources and Student
Services - Excused

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION - Nothing to report.

F. REVIEW OF AGENDA - No changes.

G. PTA COUNCIL REMARKS - President John Sanna reminded Mr. O that the PTA closes its books on June 30. If they do not already have a bill and it has not been authorized for payment, it will not get paid until the audits are complete in September. As the incoming President, he will work with the District to get their PTA's back online and back into some form of normal operation as they come out of the COVID situation, and within any of the regular restrictions there may be. Since their membership is not regularly seeing one another right now, he would appreciate being made aware of any rule changes regarding the vaccination process, masking, and COVID-19 protocols so he can pass the information to the unit presidents, who can then contact their members.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - President Danny Yanow commented on the Children's Center teachers who are not off this summer. He said they have been teaching in person since shortly after the COVID lockdown, and, unlike their counterparts who came back to in person teaching for the last two months, did not receive a stipend or any additional pay as a reward for their ceaseless work and dedication. They work on contracts that are supposed to be renewed before the end of June, but have heard nothing yet. He said the CTA contract expires on the June 30 also, and the District has delayed a return to the

bargaining table until school resumes. CTA has presented the District's bargaining team with creative proposals to deal with some of the many problems facing the District. Mr. Yanow said their bargaining team was asking for what would have improved teaching and learning and would support students and staff. Instead of collaboration and collective problem solving, they have been met with silence. In nearby districts, school boards and unions are working together to address the challenges that we will be facing in August. He noted that on Monday, the West Contra Costa USD reached a tentative agreement with Richmond teachers for the coming year. That agreement lowers class sizes at all levels, increases the number of counselors, and provides additional support for Special Education students. He hopes to return to the table and work together in a spirit of creativity and collaboration. He stated that if the Board votes to lower class sizes for 2021-22, they will have served the District students in a life changing way.

California School Employees Association Chapter 197 - None

I. PERSONNEL COMMISSION - Nothing to report.

J. ITEMS FROM BOARD

Vice President Mina Richardson announced that there will be a child tax credit of up to \$3,600 for which families can apply at childtax.org. She encouraged community members to sign up for this federal government program designed to help with their child care.

K. SUPERINTENDENT'S REPORT

- a. Anticipated New Health Guidance/Requirements** - Superintendent Shawnterra Moore provided an update on the anticipated new health guidance. Cal OSHA regulations have been revised and focus a lot on the use of masks in the workplace. Fully vaccinated individuals working at non-school sites are not required to wear a mask when working indoors. However, individuals may choose to wear a mask if they desire. Unvaccinated and not yet fully vaccinated individuals will be required to wear a mask when working indoors, similar to the requirements in the community. Unvaccinated individuals wishing to wear a higher quality mask at work may request it from their supervisor, and it will be provided. They are not required for vaccinated or unvaccinated individuals while working outdoors. The physical distancing requirements have also been lifted, except if a facility has any type of coronavirus outbreak. If there is a surge in COVID cases, however, all employees will need to wear a mask regardless of their vaccination status, and whenever anyone is visiting a school site. This requirement may also translate into outdoors. The District is still waiting on an alignment between the California Department of Public Health, Cal OSHA's guidance and the CDC, so more information will be forthcoming

- b. Summer School Enrollment** - Dr. Moore said the District has a virtual summer school program for 3rd through 9th graders, Elevate Math. Also offered for students are the Big Lift, STEAM, a high school program, and the Extended School Year (ESY) for students with IEP's. There is a total of 1,508 students who are participating in summer school programs, and attendance has been consistently high. She is excited that the District is able to offer this to the community.

L. COMMUNICATIONS

Public comments were submitted in advance of the meeting, were read by all Board members and posted on the District's website before the meeting.

The following were live comments:

Marcela Rivera commented on the need to get SLO's off school campuses. They are not an educational benefit for any students, and the District should negotiate with the City to redistribute the funds for the SLO program. She said there is harm with having cops on campus. She said that Trustee Patricia Murray and maybe other Board members do not agree. Students have done their research on why having cops on campus is not beneficial, especially for the demographic of students in the City. The Board needs to look into the MOU and listen to what the students are asking for. She said if the Board is going to do a land acknowledgment, there needs to be acknowledgment that one of the District's schools is named after Junipero Serra who did horrible things to native people. The District needs to pay the Children Center teachers because they are putting their lives on the line working around unvaccinated students daily.

Russell Lee reiterated what the previous speaker said about not needing police officers on school campuses. More counselors at all school levels are needed to support youth with mental health issues that so many are going through. He said a mental health infrastructure is needed so students' issues don't escalate into anything harmful for themselves or for others. Chief Azzopardi advocates for the SLO program because it is a training program for his officers on campuses. Mr. Lee recommended that the MOU which the District and the SSF PD are creating should have police only on campus for select emergencies, like school shootings or bomb threats, or anything else of that magnitude.

Eddy Holman gave a shout out to District teachers for all the hard work that they have been doing, especially in this time of transition. He asked why the District was disrespecting teachers by leaving them in the dark on their contracts four days before it expires. He questioned how the Board can justify a six-figure salary for the Superintendent while doing this to the teachers. He spoke out against the SLO program in SSFUSD. The draft MOU was simply a formalization of the status quo of the District to prison pipeline. Following a year of community input, student-led activism, discussions, and call-ins against police in schools, the District turned

around and let the police chief and two white men write the MOU. Mr. Holman said it is time for the Trustees to get on the right side of history and do what is right. The MOU must be the binding document that guarantees police are limited to entering campus only in the case of emergency.

Alexis Rodriguez said she left the District because she was never supported emotionally, mentally, and academically. But mostly, “they” lost her by the way she and others who looked like her were policed and criminalized. Seeing SLO’s, cop cars, and police officers on campus made her nervous and anxious. The police officers that the District allowed into the classrooms are murderers. They murdered Derrick Gaines and Roger Allen. The District should invest in programs for students so they can find their purpose in this world. They know what they need in order to be successful and it does not include the SLO program.

Phill Naranjo a Spruce ES teacher, acknowledged previous speakers who commented on the CTA contract expiring in four days. He asked what supports are in place for teachers to assess the loss of learning that occurred this past year. This will require everyone to seriously look at the curriculum and decide what the students are going to need when they begin the next school year. He spoke about the Literably reading program and said that as a teacher, it was very hard to depend on an automated system to place his students in the correct reading level. He favors Fountas and Pinnell (F&P), which allows the teacher to hear the students and determine for themselves what their proper reading level should be. Mr. Naranjo asked that the District reconsider using Literably as it will greatly impact the students' ability to learn and read and the teacher's ability to assess progress to determine where they need to be. He suggested asking the reading specialists how they really feel about that reading program.

Trustee John Baker asked for a summary of the F & P vs. Literably programs.

Joseph Lopez commented on Board Goal number two, to ensure equity throughout the District by means of providing the facilities to ensure an environment for successful teaching and learning. He said the SLO program does the opposite of this and is unequally enforced throughout the District. He stated that in 2019, SSFHS had twice as many hours of police time than ECHS because SSFHS has a higher concentration of brown and black minority students. Having cops in schools signals to the community that students are seen as potential threats and that is what the SLO program represents. He recommended using the funding for the SLO program to hire more counselors. Instead of lifting students out of their circumstances and giving them a safe space, the District wants to keep a program that enforces the school to prison pipeline.

Andrea Sims, a former student and community member who follows SSF Students for Change, commented on removing the SLO’s from District schools. She said students have consistently been telling the Board what they want, what they need, and their demands. She has seen that this is not an urgency for the Board, and it

is disheartening that the Board continues to amplify the voices of those who represent the SLO's, which are cops, and disregards the voices of the students. She stated that the Board has a responsibility to listen to students who have been demanding the removal of SLO's from SSFUSD school campuses. Ms. Sims said the Board should be ashamed that they are resisting, and she hopes they just make it happen and make the students proud, because they deserve it.

Joliza Gomez, a SSFHS student, demanded that the District ends the SLO program, remove cops from SSFUSD campuses and urge City Council to reinvest the funds from the program to more counseling, health, and community services for SSF youth. The cops are extremely unqualified to be counseling students and the money the City spends on them every year would be better used to fund properly trained and professional counselors instead. Expecting every counselor to be responsible for the mental health of at least 100 students is unreasonable. She said the role that cops play in the community and on campuses is as symbols of fear and discomfort. The role of the police has evolved from slave catching and the protection of private property, both of which are key markers of white supremacy. Today, the police create a false sense of safety in communities by arresting people who are deemed dangerous or a threat and these people are then funneled into prison.

Liliana Rivera said she was echoing the same sentiments as previous speakers and believes that the SLO program needs to be ended before the students return to school in person. The Board has a year's worth of public comments from students and community members to write a strong policy to end the school to prison pipeline, and to stop the SLO's from policing the students and students of color on school campuses. She said the MOU is just repackaging the same formula that has been used in every school district across the country. It is racist and punitive. The Board needs to do something brave, move forward, and be progressive. One of the main people writing the MOU was also tasked with the ThoughtExchange survey and they decided to remove every mention of Derrick Gaines from the responses. She said he was killed by a former SLO. Ms. Rivera suggested appointing either a current student or a teacher who understands systemic racist violence much more clearly than the people who are currently writing the MOU. Her generation, the people being heard now, needs to be the last group of people who have been hurt by the presence of police in schools.

Abby Verino, an ECHS student, commented on removing the SLO's from District schools. It is the job of Board members to ensure that the safety of the students come first, and the District cannot continue to say it is equitable unless cops are removed from the schools. Students come to school hoping for a safe space where they can escape, but by allowing the SLO's to remain on campus, their lives may be in danger at the hands of individuals who barely go through a year's worth of proper training. Cops are not equipped to handle a mental health crisis and the pandemic immensely hurt the mental health of students. Funds for this program can be reallocated to arts programs, departments and facilities, and for more

counselors that can better support the youth. She asked the Board to listen to the voices of the youth so they will know their bad experiences with the SLO's did not know unnoticed.

Michelle Lambert-Connolly said she has been working at the STEAM program this summer, and it is great to see kids actually making friends again. The class sizes are much smaller than what teachers and students will be returning to in the fall. It is easier to address issues and work with students when there are fewer students in a class. She said having smaller classes might be a really good idea in the fall when kids are coming back, seeing their friends again, and figuring out how to interact in person. She may not be able to make the same connections with the kids in full class sizes.

John Goodwin commented that the owner of Simply Uniforms, in Colma, reached out to him regarding the upcoming school year. They have an abundance of elementary and middle school students' uniforms from the 2019-20 school year, and are asking the Board and Superintendent Moore to not change the uniforms for the upcoming school year. This small business does not want to lose any more money than they already have during the pandemic, by needing to purchase new uniforms.

Carmela Dizon, an alumna of SSFHS, said that school had a reputation of being a ghetto school. One her first day as a freshman she saw a police car right in front of the gate. Now teachers are saying their contracts are ending and the Board has not done anything. She said if the Board keeps cops on campus, it makes her think that they do not really care about the students and are not doing their job. It is upsetting to hear that teachers have to come and say smaller class sizes are better. Cops have had training, but children like Derrick Gaines have died. She said children were protesting outside of the District Office during this meeting and fighting for their lives. She asked when the Board was going to take action.

Derante Jewett said the Board has the resources, the money, and the power to change schools that have police but not enough counselors, psychologists, social workers, or nurses. He said the Board wants to keep their relationship with the police officers, which is not right. They need to listen to the community and the students. Students and community members, are fighting for their lives. As a black man, this has been exhausting. He wants to raise his kids in South City and ensure they are safe. He also wants more mental health resources to be available if there is a problem or a conflict, and to not have cops solve it. Cops are not mental health workers. He is a social worker and wants to see South City with all the resources that focus on prevention, on care for the students, and to not criminalize them and enforce the school to prison pipeline.

Samantha Avila, a senior at SSFHS, noted that June is Pride Month which was started because the police were terrorizing gay people. She said the fact that the Trustees want to pass an MOU which pay cops and takes funds away from kids,

including queer students, and there are no resources for them in the District, is a slap in the face. Latinx students' families are phobic because of colonization and the District has no resources for them. She told the Board they have blood on their hands. Derrick Gaines was 15 (when he died) and the Board has the audacity to build a relationship with the police. Brown and black youth don't get to build relationships with cops. She said her younger Latino brother is about to enter the District, and she does not want him to go to Spruce. As a young Latino boy who requires more attention, she does not want him to go through the things that District students go through, because it is terrible. She told the Board to do better and remove the SLO's.

Kendall Taylor, a graduate of SSFHS, said he is appalled by the police presence in SSFUSD schools and the SLO program needs to end. He stated that "The goals that you have as a district are laughable. And intangible with the values that this District holds." "A school system where students value their education more than the school board is a direct reflection of...your failure as educators to uphold your ethical obligations and oaths you took to serve students and I implore you that you reflect on your actions." He said students of color live in fear to go to school, but the Board continues to push their own agendas and put the students last. Police are oppressive and are not counselors. They are not necessary and it is the Board's job to make a change.

Andrew Ta, an incoming senior at SSFHS, asked the Board why they are apprehensive to remove the SLO program and redirect the funds into programs which benefit students. He said the District has bigger problems such as pollution and students returning to school after struggling during the pandemic without more counselors needed to help them reacclimate. Teachers are struggling and always complaining that the District is not doing enough to support them. He said the community wants the SLO program gone.

President Daina Lujan asked Dr. Moore to comment on a few topics which were mentioned. The Superintendent said the Board previously gave direction to establish a timeline to rename Junipero Serra ES and this item will be brought back for approval within the next school year. She noted that as part of the LCAP, coming up for approval at this meeting, seven wellness counselors were added to the District based on the community asking for additional mental health supports.

M. CONSENT AGENDA

Trustee Murray noted on page 85, in the Professional Services Agreements, the Callahan item should state "compliant" and not "complaint".

Trustee Chialin Hsieh said she appreciated the District not increasing the lease rates this year, which was very thoughtful.

Vice President Richardson asked about the workstations in the Educational Services area. Assistant Superintendent Keith Irish replied that Teachers on

Special Assignment (TOSA's) need permanent work spaces in the District Office for the upcoming school year. He wants to remodel part of his department's area and create cubicles for them.

MOTION #200 (Murray/Baker) to approve Item 1a, Minutes to the regular Board Meeting, May 27, 2021; Item 1b, Minutes to the special Board Meeting, May 29, 2021; Item 1c, Minutes to the special Board Meeting, June 2, 2021; Item 1d, Minutes to the special Board Meeting, June 5, 2021; Item 2a, SMCOE Outdoor Education dates for 2021-22; Item 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, May 1 - 31, 2021; Item 4b, Warrant Register, May 1 -31, 2021; Item 4c, Cash Receipts, May 1 - 31, 2021; Item 4d, Declaration of surplus items; Item 4e, Gifts to the District June 2021; Item 4f, 2021-22 Fundraising Events; Item 4g, Professional services agreements under \$25,000 (with correction noted above); Item 4h, Fee increase of use of District facilities for 2021-22; Item 4i, No fee increase for District rental/leasing for 2021-22; 4j Commercial Food and Supplies award for 2021-22. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

The Board recessed at 8:20 p.m. for a break and reconvened at 8:30 p.m.

INFORMATION/DISCUSSION

1. BUSINESS SERVICES

a. SSFHS Baseball Field Netting Project

Facilities Management Consultant Bill Savidge reviewed information on a preliminary design, cost, and a process for a high net installation on top of the backstop post on the SSFHS baseball field. The netting is needed to deal with the foul balls going into neighbors' property. This information is to make sure the community is aware of the project and the solution.

Mr. Savidge illustrated the proposed 7-foot high netting extension. In some areas, the netting is shown as an amount extending above the fence line. For example, the bullpen fence is 12 feet and it would go up another 58 feet. The dugout fence is 18 feet and would go to 52 feet. He shared the plan view which shows that the poles would be installed behind the existing back stop. Another pole would extend out beyond the fence behind the bleachers, behind the fencing, and then at the bullpen line would go into the line of the fencing that exists. The plan is to pull the fencing out, drill the piers, put the extensions in, and place the netting up.

Mr. Savidge then reviewed the cost estimate of the proposed design. The direct construction cost for the work is \$210,883, and would include some additional soft costs, so the price might be between \$230K and \$250K. The cost also depends upon the market and a number of other issues.

Vice President Richardson asked if the Board would be approving the design. Mr. Savidge confirmed that was correct.

Vice President Richardson asked what the material was and how long it would last. Mr. Savidge said it is a polyethylene netting material, like a flexible fabric-type material. It is installed in professional baseball settings to prevent foul balls from going into the stands. It is used, as opposed to a chain link fence, because it is a lighter weight, is very strong and has less visual impact than fencing. Vice President Richardson inquired if it would be on only one side of the field. Mr. Savidge said it is only proposed to be placed on the right field side, and directly adjacent to the back stop that exists, and along the fence line on the right field side. Vice President Richardson asked if there was a concern with the left field. Trustee Baker stated that the left-hand side is District property, and it is probably 50 to 60 feet away from the closest buildings on that side, so there is quite a bit of open space for foul balls to land on the left field side.

Vice President Richardson asked if the netting that is there now, will allow the students to go back to using the field at this time. Mr. Savidge said he believes it will. She asked how long the netting would last. He said ten years is a good bet. She questioned whether the District would then need to spend another \$200K ten years later. He stated that the biggest cost in this project is drilling the piers and putting the steel up.

Vice President Richardson inquired whether the neighbors were consulted to see if there was any objection to the project. Mr. Savidge said there were some issues and he proposed holding a noticed meeting with the neighbors to present the project to them, listen to their concerns and then try and address those concerns. He said the Board approved a categorical exemption under the California Environmental Quality Act in May of 2019. He will work with legal counsel to confirm the categorical exemption can be updated to include fencing and other items in the field.

Vice President Richardson asked if clearance from the City would be needed. Mr. Savidge replied that since this is an educational use on an educational campus, it does not require City approval.

Trustee Baker asked if there could be an option to continually replace

the temporary netting at maybe less cost over time. Mr. Savidge replied that they have not tried playing with that temporary netting in place. Once it was up, they looked at the potential trajectory of balls from a right-handed hitter and the right field line was still unprotected. They want to be as safe as possible in terms of not creating issues with damaging neighboring properties.

Trustee Baker noted that the netting is going to be directly over the stands behind home plate. He asked if they need to worry about balls plopping in the net and falling directly down on the spectators. Mr. Savidge said they have not had a chance to circle back with the designer about why he did not propose wrapping it around more closely, following the contour of the backstop. He will check on that issue.

Vice President Richardson asked when designing this field whether it was a new placement for the field, or if it was an existing field. Mr. Savidge replied there was an existing grass field which was used primarily for soccer and that the varsity team played at Orange Park.

ACTION

1. ADMINISTRATION

a. Approval of Updated SSFUSD Governance Handbook

Trustee Hsieh noted that on page 104, 2018-19 Board Goals are listed and suggested a footnote be added indicating the Board reviewed them in 2021-22. Trustee Baker said it illustrates what goals were set in 2018-19. Trustee Hsieh said a footnote would acknowledge that the Board looked at the goals and they are still relevant. President Lujan suggested adding a note after the 2018-19 goals that at the June 5, 2021 meeting, Trustees reviewed the goals and they are still relevant.

MOTION #201 (Baker/Murray) to approve the SSFUSD Governance Handbook, which was updated at the June 5, 2021 Board workshop, with change noted above. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of 2021-22 Local Control Accountability Plan (LCAP)

Trustee Murray thanked Mr. Irish for his department's work and all the outreach to the different communities.

Mr. Irish also recognized the hard work of Mr. O and his team for keeping an accurate account of LCFF dollars spent the previous year and allocated for next year.

MOTION #202 (Murray/Hsieh) to approve the 2021-22 Local Control Accountability Plan (LCAP) and authorizes submission of same to the San Mateo County Office of Education. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Approval of Non-Public Agencies Contracts for 2021-22

Vice President Richardson asked about the differences with this item for non-public agencies and the next item for non-public schools. Mr. Irish explained that non-public schools are where the District places their students because an educational program a student needs is not available in the District. Also, the District partners with non-public agencies because they provide services that the District currently does not have. So, one is a contract with an agency and the other one is an actual school. The agencies come to District schools and work with students.

Trustee Hsieh noted that the NPA and NPS contracts together are approximately \$16M or about 11-12% of the total budget. She said it does not include SpEd teachers or staff, salary benefits, or transportation costs. She wants to make sure the District's SpEd students get what they need to achieve their educational goals. As a Board member, it is their role to make sure they are fiscally responsible and also accountable. Trustee Hsieh said she would like to see a report on the Special Ed program, potentially with the expenditures for the past four to five years, and the number of students served. She also wants to see the accountability with NPA's and NPS's and how the District knows they are serving our students and helping them to not only achieve their IEP goals, but their educational goal.

MOTION #203 (Baker/Hsieh) to approve the Non-Public Agencies (NPA) contracts to fulfill Individualized Education Plan (IEP) service agreements for the 2021-22 school year. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

c. Approval of Non-Public Schools Contracts for 2021-22

Trustee Baker asked if the SMCOE number includes the transportation costs or if that is a separate line item. Mr. Irish replied that he will check on this, but it is his understanding that transportation is always separate.

Dr. Moore asked if there was a Board consensus on the report Trustee Hsieh requested for NPA and NPS expenditures. Trustee Baker asked if the Board usually receives a similar report annually. President Lujan said that was her recollection and the report provides the data on how many students have been served in-house, how many contract agencies need to be utilized, etc. Dr. Moore said if anything is missing, it can be built into the presentation which is provided each year. Mr. Irish said the director did an overview prior to Trustee Hsieh joining the Board and he would share the presentation with her.

MOTION #204 (Murray/Richardson) to approve the Non-Public Schools (NPS) contracts to fulfill Individualized Education Plan (IEP) service agreements for the 2021-22 school year. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

d. Approval of IXL Learning Contract for 2021-22

Vice President Richardson asked what the program does. Mr. Irish said the District partnered with IXL last year during distance learning to help K-12 students in English and Math. It is a District-wide program to assist teachers determine where gaps are in their students' learning to mitigate learning loss. It was previously used only at the high school level, but during distance learning the Board approved expanding it to all grade levels.

Trustee Baker and President Lujan shared that their elementary school children used IXL programs during distance learning to help track assignments.

Vice President Richardson asked how the District has been using the program, whether students are engaged, and if it is easy to follow.

Trustee Baker said while he does not know how it will be used during in person classroom, but there was a lot of personal engagement when the teacher was not directly lecturing and his daughter was usually on it. President Lujan added that there are a few programs where if the child consistently misses the problem, then it actually provides an explanation on how to come at the problem from a different way and be successful.

Trustee Murray asked how the program will be used this year without distance learning. Mr. Irish said a teacher is going to work with students in small group instruction, so this could be a way to get individual help with areas of deficiencies. It is another tool to use as a data point.

Dr. Moore added that it gives recommendations for skills a child still needs to master. Working with her own child, they go in and practice since the program indicates where she is struggling and it provides a lot of home practice as well as classroom practice. It helps parents who want to reinforce what their child(ren) are learning in school.

Mr. Irish said this goes hand in hand with every student having a tech device. So, they can extend learning throughout the day and at home.

MOTION #205 (Murray/Hsieh) to approve the IXL web-based assessment program contract for grades K-12 in mathematics and ELA for the 2021-22 school year. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

3. BUSINESS SERVICES

a. Adoption of 2021-22 District Budget

Trustee Baker thanked Mr. Ted O for his presentation and pointed out that the District is dipping into its reserves and they have no idea what the property tax is going to look like if homeowners get a lot of re-assessments. He wanted to start talking about other ways to increase revenue over time. The District just hired seven new counselors and should have probably hired more. Also, teachers are asking for significant raises because the cost of living is so high. He advised there is a need to start thinking as a Board, as a community, as an educational system in California, of how to make up that deficit and then pay what they need to pay.

Trustee Murray thanked Mr. O and his team for all the work that they put into this every year.

Vice President Richardson asked Mr. O if it is too early to determine where to start trimming or at what point will they need to lower their expectations about spending to cut the million dollars needed.

Dr. Moore asked Mr. O to highlight some items in his presentation which would provide answers to the questions asked.

Mr. O presented the following items from his presentation.

Multi-year Projection - Projected Ending Fund Balances

This is the District's projected Ending Fund Balance for both Unrestricted and Restricted program budgets combined. The amounts are prior to the State required designations and the District designations.

	Estimated	Proposed	Projected	Projected
Unrestricted and Restricted Funds	Actual	Budget	Budget	Budget
	2020-21	2021-22	2022-23	2023-2024
Revenues	\$ 136,799,139	\$ 124,665,110	\$ 121,672,342	\$ 123,987,724
Total Sources of Funds	\$ 136,799,139	\$ 124,665,110	\$ 121,672,342	\$ 123,987,724
Expenditures	\$ 139,887,176	\$ 135,155,216	\$ 129,824,265	\$ 130,064,195
Total Usage of Funds	\$ 139,887,176	\$ 135,155,216	\$ 129,824,265	\$ 130,064,195
Net Incr/Decr in Fund Balance	\$ (3,088,037)	\$ (10,490,106)	\$ (8,151,923)	\$ (6,076,471)
Beginning Fund Balance	\$ 39,855,467	36,767,430	26,277,324	18,125,401
Projected Ending Fund Balance	\$ 36,767,430	\$ 26,277,324	\$ 18,125,401	\$ 12,048,930

Mr. O said the multi-year projection shows the estimated actuals, how the balances will look when Accounting closes the books over the summer, as well as the District's proposed budget for next year and the following two years. The chart is a high-level overview of the budget for the multiyear projection, with revenues, expenditures, and the net increase or decrease in the fund balance. This shows where the District is deficit-spending between \$6 to \$10M in the next three years because expenditures exceed revenue. The revenue from property taxes is still unknown at this time. Mr. O said he is budgeting more conservatively to make sure that he does not overestimate the revenue because of the COVID pandemic. However, staff needs to look at some programs to see which ones are working and which ones are not working. Some reductions are needed so the District can align expenditures to revenue. He spoke about the reasons for deficit spending. The District has been generous in trying to support the staff by giving raises up to 3%. In the current year, during a COVID recession, there are additional, unexpected costs. Because all the students were home, reimbursement for the Nutritional Service meals decreased significantly, so the General Fund had to contribute to that program. Funds were also provided to the child care program in the Children's Center.

State Unemployment Insurance

This has also increased significantly. In the past few years, it was always at .05% of the salaries, which is the bulk of District expenditures, but the State is projected to move it up next year to 1.23%. That is a big impact to the budget and was not expected. In the past, the governor had been contributing State funds to lower the State pension, but he did not propose reducing that the next three years, so that percentage also increased close to 2%, in some cases. That is another huge impact to the budget. All these things together are impacting the budget and causing them to barely balance it.

Ending Fund Balance Designations

GENERAL FUND	Estimated	Proposed	Projected	Projected
Unrestricted and Restricted Funds	Actual	Budget	Budget	Budget
	2020-21	2021-22	2022-23	2023-24
<i>Estimated Actual/Projected Ending Fund Balance</i>	<i>36,767,430</i>	<i>26,277,324</i>	<i>18,125,401</i>	<i>12,048,930</i>
Nonspendable				
Revolving Cash	25,100	25,100	25,100	25,100
Stores	61,309	75,000	75,000	75,000
Prepaid Expenditures	155,319	150,000	150,000	150,000
Restricted	5,587,046	5,398,072	5,398,072	5,398,072
Committed	0	0	0	0
Assigned/Designated				
STRS/PERS Increases: 2024-25	350,000	350,000	350,000	350,000
STRS/PERS Increases: 2025-26	650,000	650,000	650,000	650,000
Property Tax Repayment - Litigation (Est.)	8,500,000	8,500,000	0	0
Staffing - Grounds Keepers (2)	188,000	188,000	376,000	564,000
Staffing - Custodian for Hillside/Children Ctr (1)	85,000	85,000	170,000	255,000
Reduction in Expenditures Needed (on-going)	0	(1,000,000)	(2,000,000)	(3,000,000)
Carryover - 20/21 Site Discretionary Funds	438,000	438,000	438,000	438,000
Carryover - 20/21 LCAP Funds	620,000	620,000	620,000	620,000
Reserve:				
Reserved for Economic Uncertainties	6,132,468	6,757,761	6,491,213	6,503,210
Undesignated Reserve	13,975,188	4,040,391	5,382,017	20,549

Mr. O said the ending fund balance (at the top of the chart) is the money before the State required reserves and the District designations are put aside for anticipated expenses. One example is the property tax repayment litigation due to the Genentech litigation. The put aside for that is \$8.5M in property taxes which SSFUSD will possibly need to return to the County Controller's office. He said they had to remove that from the budget in order to balance all three years, because the State requires districts to balance not only next year, but also the two years after that. If the case gets settled in the courts during these three years, the District will need to refund the \$8.5M. He is allowing the schools to carry over some unspent funds. In order to balance the budget for all three years, Mr. O is proposing about \$1M in ongoing cuts.

Mr. O said, as Trustee Baker pointed out, they need to also look at increasing revenue. He noted that in San Mateo, the community passed a parcel tax to help cover the salary increases over seven years. But in the meantime, to address the current situation, they do need to look at various programs where they could reduce expenditures in order to ensure the budget is balanced all three years.

Trustee Hsieh asked if staff had any thoughts on reductions. Dr. Moore they have started the conversation, but were not prepared to discuss that at this meeting. They are going to be looking at different programs and evaluating whether or not they are having the intended impact that they had hoped for and will also be looking at existing things away from the classroom before they start making cuts.

MOTION #206 (Murray/Baker) to adopt the 2021-22 District Budget and the Multi-Year Projections for 2022-23 and 2023-24 and authorizes submission of same to the San Mateo County Office of Education. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Resolution No. 21-37 for Education Protection Account Funds

MOTION #207 (Baker/Murray) to adopt Resolution #21-37: To receive and disburse the revenues derived from Proposition 30 taxes into the Education Protection Account fund. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

c. Approval of Award of Contract for Los Cerritos ES Paving Repairs Project

Vice President Richardson commented on all the work that the District is doing around Los Cerritos ES, which has been needed for years and is lifting up the whole area. She inquired if the site would be receiving an electronic marquee. Mr. O replied that one is on order already, but it is taking a little longer because there is a delay with many orders right now.

Trustee Baker asked how much the rushed schedule, due to summer school would cost. Mr. Savidge said the original schedule that went out to bid had a timeline of 45 days, but it will end up being in the mid-20's to complete. The contractor felt that they could still meet the schedule by extending their work times, but as soon as the contract is awarded and the schedule is changed, they we have to negotiate the cost related to the change in time.

MOTION #208 (Baker/Richardson) to approve the award of contract to the lowest bidder, Tri-Valley Excavating, Inc., in the amount of \$290,375, for the Los Cerritos ES paving repairs project. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

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

Trustee Baker suggested having a discussion on the MOU with the SSF PD concerning the SLO program since it is unlikely that one will be in place before school begins. He recommended it be added to the July 15 agenda. President Lujan said part of the work on this issue is being addressed through the City subcommittee and they may not meet that deadline. Trustee Murray noted that part of the problem was that the City subcommittee members were not ready to

meet, based on their schedule. Dr. Moore said in her conversations with the City Manager, he predicted September or October would probably be the earliest time for a City Subcommittee meeting. She asked for a possible July meeting, and he said that is typically the time when City Council members are on vacation or out of the office. The Superintendent said the District did a quick turnaround on its revisions, and is ready to share that with their colleagues to get their reactions to those revisions. Dr. Moore said the recommendation is for the Board, on July 15, to discuss different scenarios on what they want to do before school begins. The Trustees agreed to discuss the MOU and decide on options at the July 15 Board meeting.

July 1, 2021 Special Meeting *(teleconference)*

- Conference with Legal Counsel/Closed Session only

July 15, 2021 *(teleconference)*

- Approval of Infinite Campus agreement for 2021-22
- 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 SLO MOU
- Resolution for Work Experience Can Work (WCW) contracts for 2021-24

August 12, 2021 *(teleconference)*

- Presentation on Summer School
- Approval of Consolidated Application and Reporting System Spring 2020 data collection
- 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
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution Honoring Hispanic/Latinx Heritage Month
- Resolution on GANN limit

September 23, 2021 *(teleconference)*

- Teaching and learning presentation - TBD
- Discussion of October 21 Community Forum topic(s)
- Resolution for California Week of the School Administrator (10/10 - 10/16)
- Resolution honoring Filipino American History Month
- Approval of the Board Governance calendar for 2021-22

October 7, 2021 (teleconference)

- Teaching and learning presentation - TBD
- Presentation on Performance Management - English Learners
- Approval of WestEd Children's Center PIP agreement for 2021-22
- Approval of Renaissance Learning agreement renewal for 2021-22
- Williams report for 3rd quarter ending 9/30/21
- Update on Safe School Plans
- Resolution honoring Native American Heritage History Month

October 21, 2021 - Community Forum (teleconference)

- Topic(s) TBD

SUMMARY OF BOARD DIRECTIVES

1. Staff to confirm if NPS costs include County transportation.
2. Agendize SLO MOU discussion on July 15 agenda.

GOOD AND WELFARE

Trustee Murray said she hopes everybody has a wonderful summer.

Trustee Baker said was good to see everybody and it was nice to finally meet Dr. Hsieh in person.

Vice President Richardson wished a Happy Father's day to all the fathers. She acknowledged the dedication of both Superintendent Moore and Assistant Superintendent O for participating in this meeting even though they were on vacation. She also thanked Assistant Superintendent Irish for pitching in.

President Lujan said it was good to see everyone and hoped they are having a wonderful summer. She also hoped that over the summer break, everyone has an opportunity to unplug, rest, and recharge.

ADJOURNMENT - 9:29 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Special Meeting of July 1, 2021

OPEN SESSION

A. CALL TO ORDER – 6:03 p.m.

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present
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Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present Mr. Ted O, Assistant Superintendent, Business Services - Excused Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Excused
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C. PLEDGE OF ALLEGIANCE was led by Trustee Baker.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. COMMUNICATIONS

Public comments were submitted in advance of the meeting, were read by all Board members and posted on the District's website before the meeting.

The following were live comments:

Danny Yanow, CTA President, asked about the SSFUSD reopening plans and the plans for the Elementary and Secondary School Emergency Relief (ESSR) grant funds.

Phill Naranjo, a Spruce ES teacher, said he was glad to learn about the seven new counselor positions and requested that the employees be employees of the District, not interns. Dr. Shawnterra Moore and Assistant Superintendent Keith Irish both responded at the request of President Daina Lujan and shared that these new counselors will be District employees, which is different than the counselors who come on through YSB, who typically are interns earning hours for licensure.

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(3) of Government Code § 54956.9: (One Case)”

F. REPORTING OUT FROM CLOSED SESSION - Nothing to report.

ADJOURNMENT - 6:39 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of July 15, 2021

CORONAVIRUS DISEASE (COVID-19) NOTICE

This meeting was 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 16, 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.

As SSFUSD is an inclusive school district a Spanish language translation of the Board meeting was also available to the Spanish speaking community.

This meeting included closed captions which required the Board to provide a break, for the stenographer's benefit, after approximately every 1.5 hours.

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Conference with Legal Counsel- Pending Litigation pursuant to Government Code section 54956.9(d)(1) (one case), OAH Case No. 2021050641.
2. Conference with Labor Negotiators
Agency Designated Representative: District Assistant Superintendent for HR/Student Services
Employee Organization: SSFCTA

RECONVENE INTO OPEN SESSION - 7:01 p.m.

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present
Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present

Mr. Ted O, Assistant Superintendent,
Business Services - Present
Dr. Jay Spaulding, Assistant Superintendent,
Human Resources and Student
Services - Present

C. PLEDGE OF ALLEGIANCE was led by President Daina Lujan.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION - Nothing to report.

F. REVIEW OF AGENDA - No changes.

G. PTA COUNCIL REMARKS - None

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - President Danny Yanow noted that there are approximately four weeks until the first day of school. Secondary teachers will be in their classrooms with students for the first time in almost a year and a half. He said Dr. Shawnterra Moore, in her recent letter, outlined the important steps that the District has taken to keep employees safe this school year. Sanitation and ventilation measures are all in place and masks will be worn. The District is hiring many more counselors and has an online system to help with homework. He said these measures are not enough and the State has given the District over \$27M to spend on mitigating learning loss which has affected many students. How that money will be spent is crucial to the success of the schools this year. Mr. Yanow questioned when the spending plan, which families and teachers deserve to hear, would be announced. He said many students would need robust in-person tutoring and much more personal attention than ever before. Smaller classes are needed to support teachers so that they can reach every student, every day, to help address the trauma of the pandemic. Many children will be affected by psychological, social, and emotional deprivations. He stated that it would be impossible to teach these students with the large

classes that they had before the pandemic. He called on the Board to move the District forward and make permanent changes in the classrooms to make the schools the very best that they can be.

California School Employees Association Chapter 197 - Jolene Malfatti reported that CSEA has a new Labor Relations Representative. They will be sunshining their initial proposal in August and she looks forward to negotiating with Dr. Jay Spaulding and the bargaining teams. She commended all Classified school employees, many of whom were on the front lines during the pandemic, even before they had vaccines. She acknowledged their loyal service to the schools and the District. Ms. Malfatti said CSEA employees are proud of the Superintendent and all District staff. They work hard to keep the District strong amidst the ongoing negativity and strife and are working to build up the District and not tear it down.

- I. PERSONNEL COMMISSION** - Assistant Superintendent Spaulding said he would provide a report at the next Board meeting.

- J. ITEMS FROM BOARD**

Trustee Patricia Murray reported that the Commission on Racial and Social Equity will be meeting on Wednesday, July 21, from 4:00 p.m. to 6:30 p.m.

Vice President Mina Richardson reminded parents that tomorrow is movie night at Orange Park. It is taking place away from the construction area. The next movie night will be August 20 at Martin ES.

- K. SUPERINTENDENT'S REPORT**

- a. Vaccinations** – Superintendent Moore responded to the public comment about vaccinations. She said this has been mentioned several times at Board meetings and in her community letters. The District has been encouraging and advertising vaccinations from February through the end of the school year. The entire community is urged to consider getting vaccinated. There are multiple pathways available including going through healthcare providers, pharmacies, California's MyTurn system, and the San Mateo County Health Department. Dr. Moore said she wanted to share that information with the community again to support everyone's health, especially as students are returning back to school full time in the fall.

- L. COMMUNICATIONS**

Public comments were submitted in advance of the meeting, were read by all Board members and posted on the District's website before the meeting.

The following were live comments:

Lilliana Rivera said she supports suspending the SLO program until there is a policy in place that will protect students from any sort of harassment by the police. She urged the Board to read two letters, one from the ACLU and another from FLY (Fresh Lifelines for Youth) that have made it very clear the program is harmful and may even be infringing on legal rights of students. Cops are always in predominately black and Hispanic schools. They have a gun, a badge, and power, and do not care if they are wrong. She said this encapsulates the issue of the power dynamic and debunks the idea that it is an equal relationship where both parties can benefit. One party has a lot of power over the other person and is using that power to actively harm schoolchildren.

Marcela Rivera said she supports the complete abolition of the SLO program in the District. After hearing the voices of community members, students, and influential organizations like the ACLU, the Board should know that cops in schools are not benefiting the students in any way. She read the following quote from an ACLU letter "We are concerned about the data that SSFUSD shows that black students were referred to law enforcement at a rate of 12 times their enrollment rate in this district." She said children should be going to school to learn, play sports, meet with friends, and learn social skills, and how to be a leader and interacting with police is only a detriment to students. In another quote from the same letter, it says, "School police presence is associated with lower academic achievement, particularly among black boys."

Eddy Holman said he supports the suspension of the SLO program until there is an MOU that accurately captures the will of the public, not just the will of the SSF PD. This a logical step that takes into consideration the data which shows a strong relationship between police on campus and the perpetuation of the school to prison pipeline. The funds could go into investing in the future of youth. He said the Board needs to respond to the letters from the ACLU and FLY. A non-answer from President Lujan is a dodge and the public can clearly see this. If any Trustee wants to keep police in schools, he wants them to speak on the record. Mr. Holman said the ACLU letter states the disproportionalities indicate potential violations of the non-discrimination rights of black students and students with disabilities in the District. There is a documented history of extreme violence that SSF SLO's commit against youth of color, such as Derrick Gaines. He stated that the Board should not use their power to advance racial injustice.

Cesar Rodriguez said he was sharing a message he had sent to the Board today which he wanted to enter into public comments. He is asking that the SLO program be ended and an MOU be avoided. There is a presumption that cops in schools are there to provide safety. Events such as school shootings often end before police can respond and when cops have been on campuses, they did not prevent them. He stated that cops could still respond to campus emergencies without the SLO program and without an MOU. Research shows that cops in schools are detrimental to working class students of color, young women of color, students with disabilities, and migrant students. It entails the application of criminal

justice-style punishment for low-level issues that could be addressed otherwise. He said the program only benefits SSF police as a recruitment and public relations tool. SSF students and community members have consistently called for the end of this program by submitting public comment for over a year, and recently students even marched and rallied. Students need more counselors and health and wellness resource centers.

Joliza Gomez, a SSFHS student, demanded that the District end the SLO program, remove cops from SSFUSD campuses and urge City Council to reinvest the funds from the program to more counseling, health, and community services for SSF youth. Students have attended Board meetings and sent in comments detailing the harm that the program poses to them. When cops are brought on to schools, the racial, class, and social inequities that exist in SSF communities and neighborhoods are recreated on campuses. She stated that students who have witnessed loved ones being detained are forced to relive that trauma every time they see a cop on campus. The District's role is to protect the most vulnerable students. The funding would be better used to for professional counselors and extracurricular activities instead.

DeVante Jewett, a community member, encouraged the Board to remove the SLO program on every SSF campus. It harms the community of color in SSF and enforces the legacy of white supremacy for criminalizing black and brown children at a young age by setting them up to fail and go to prison. As a black man, he does not feel safe in SSF and does not want to send his children to a school where cops are present. There are implicit biases that black youth are dangerous, need to be controlled and locked up. He also wants more mental health resources to be available. If the Board really thinks black lives matter and they listen to the community, they would dismantle this program.

Hibah Hammoudeh, a FLY volunteer, said it is a non-profit organization in San Mateo County dedicated to interrupting the school to prison pipeline for at risk youth. She said there would not be a need for FLY or other non-profits if there was justice in the communities. The community told the Board that they do not want SLO's in school districts. She works with incarcerated youth in the school to prison pipeline who say they did not feel safe on campus and felt targeted and criminalized on campus. She recommended the Board invest in children's mental health, feeding them and their social well-being, instead of funding the systemic oppressors.

Andrea Sims, a former SSFHS student, commented on removing the SLO's from District schools. She said many times the Board has tried to create relationships with cops when community members have expressed multiple times they do not feel safe with SLO's on campuses. Money and resources should be put into creating the community that SSF wants and funding this program is a waste of money and continues to make students who are primarily black and brown, feel unsafe. She stated that the Board is responsible for encouraging the most

vulnerable students to feel safe and not have to worry about the school to prison pipeline.

Jessica Rangel-Cruz, a former SSFHS student, echoed the support to remove the SLO program at the SSFUSD campuses. She said students and statistics show that the program creates an environment that is not safe, especially for students of color. It targets students rather than aiding them. She would definitely not have been comfortable with having them on campus and it feels like they are “always on your back and it just doesn't help your learning environment”. She suggested investing the time and money into something more beneficial, such as bettering health education. She asked the Board to listen to the community.

Olga Perez asked the Board to not move forward with the police MOU. At a prior Board meeting, the word ‘gang’ was mentioned, but she does not remember if that was the reason for the MOU. She said that children are “...in need of recreational programs, parks, work experience, community service, and volunteering, before the need for behavioral mental health services becomes a necessity”. “A child's need should be addressed and taken care of on home ground so that schools and teachers may focus on education.” She urged the Board to conduct a study on where gangs are an issue, so there can be a collaboration between the District and the City to create parks, resources, and services. She asked the Board to listen to the community and the children.

Samantha Avila, a rising senior at SSFHS, said she has been commenting at Board meetings since last summer, making the same demands to end the SLO program, and hoping that the Board would listen. While she is happy that the community can get together and fight for one another, they should not need to protest to be heard. They demand all police will only be allowed on campus for emergencies such as a school shooting. She said the Board, as public officials and leaders, lack the imagination to create programs and resources that actually help the black and Latino students at SSFHS.

Keliana Hui, a SSFUSD alumna, said she wanted like to stand with those calling for the end of the SLO program. She spoke about her school experience and remembered having police staged in the morning, at lunch, and after school at SSFHS. As a student, her heart raced and she held her breath just walking past the police officers. As the salutatorian of her class, she should not have had those feelings. She said the cops are not doing anything to help the students and they just uphold the abuse of power that police hold in our society. Students ask for teachers that stay in the District, more nurses, and more extracurriculars, but the Board has not taken any steps to show they have been listening.

M. PRESENTATIONS

1. ADMINISTRATION

a. City of SSF Proposal to Rename the Community Learning Center (CLC)

Valerie Sommer, the SSF Library Director, presented information on the City's proposal to rename the CLC in honor of Mr. Eugene R. Mullin, who passed away on April 5, 2021.

Proposed Renaming

- A public request was made to honor Eugene R. Mullin's contributions to the SSF community by renaming the CLC in his honor.
- The family, led by Assembly Speaker Pro Tem Kevin Mullin, is in favor of this honor.
- The CLC building is owned by the SSFUSD and the current agreement ends in 2029. This has been a very successful partnership between the City, the library, and the District in providing learning opportunities, specifically for the old town community.
- As a long time school district teacher, Mr. Mullin was a strong advocate for learning opportunities.

Community Learning Center

- Created to serve educational needs of SSF residents with input from the community, SSF City and SSFUSD staff, and local organizations.
- Located on the Spruce ES campus.
- Opened March 21, 2001.
- Focuses on: family support, ESL classes, Literacy programming, and after-school homework programs.
- Mr. Mullin designated the CLC for any memorial donations following his death.

Highlights of Public Service

- Social Studies teacher at SSFHS for 32 years.
- SSF Planning Commissioner, City Council member, Mayor, and California Assemblymember.
- Served on the several boards and chaired various committees.
- Selected as San Mateo County "Teacher of the Year" and "Legislator of the Year".

City Council

- Participated on many City Council subcommittees, including Council liaison to the SSFUSD.
- Strong advocate and participant in the planning and launching of the CLC.
- Strong supporter of Workforce Housing and the First Time Homebuyers program.

- Co-founded the joint City/SSFUSD Youth Government Day program.

State Assembly

- Authored several bills to support childcare and improve education opportunities.
- Authored two bills allowing CalSTRS members to earn a longevity bonus and helping local school districts with 403(b) investments to assist teacher financial security.
- Advocated to extend the right to vote to 17-year-olds turning 18 by the General Election.

History Connections

Mr. Mullin was a longstanding member of the Historical Society of SSF to bring history forward and alive in the community. He was honored for his advocacy, support, and preservation of local history.

Ms. Sommer said Mr. Mullin gave back and always focused on community, family, and education. Going forward with this naming would honor the life and legacy of one of SSF's most outstanding teachers, civic leaders, Council members, and State legislators.

Trustee John Baker thanked Ms. Sommer for the presentation. As a long time Library Board Trustee, prior to joining the school board, he knows the importance of the CLC and its importance to Mr. Mullin. He was disappointed that they needed to wait until he passed away to bestow the honor and supports the renaming.

Vice President Richardson asked who establishes the committee to rename the CLC per the Board policy and process in place. Ms. Sommer said it seems like the District does it. Dr. Moore stated that for the process, a Facilities Enhancement Proposal form needs to be completed with all of the information and what it will look like. The Board policy references a Citizens Advisory Committee, and it sounds like there has been a committee already working on that. She said there would be some conversation about not necessarily initiating a new committee, but if there are District personnel interested in participating that could happen. The committee would hold a meeting, formally present the rationale for the renaming, and open the discussion amongst all committee members, to find out who is in support of the proposal and allow any member to express their opposition to or any alternative proposals for the name change. After hearing all of the comments, the members of the committee would then take a vote on whether or not they want to move forward. Meeting agendas need to be included, and individual testimonies may be added, but are not necessary. The District would create a school

Board resolution to formally approve the renaming proposal. She added that in renaming District buildings to honor the contributions of people in general, the Board policy states that they would need to be deceased for at least one year.

Trustee Murray thanked Ms. Sommer and everyone who helped put together the comprehensive presentation. She said Mr. Mullin was a special person and she appreciates the proposal being brought to the Board.

2. EDUCATIONAL SERVICES

a. Paper Education Company Online Tutoring Services

Assistant Superintendent Keith Irish provided an update on Paper, an online academic support program for students.

What is Paper?

- Online academic support program for students.
- Used in the 2020-21 and 2021-22 school years.
- Provides students with unlimited 24/7 academic support and homework assistance at a fixed cost annually via specialized tutors in over 200 academic subject areas.
- Tutors can provide assistance in numerous languages.
- Students/tutors interact via a chat format and all sessions are recorded.
- Helps students by supporting them under LCAP Goal One: Academic Achievement.

Timeline

Last September, Educational Services was tasked with finding additional academic supports to assist students during distance learning. They brought a proposal to the Board in November and the Paper contract was approved. Staff training began after Thanksgiving.

Statistics - Middle School

Mr. Irish shared that every student in grades 6-12 is provided a Paper license. Elementary school students do not use Paper because it is difficult for them to access the program and interact with tutors.

- A session is defines as any time a student puts a question into the chat and within 30 second a tutor responds and they start interacting.
- Alta Loma MS had a low usage rate of 7%. 48 out of 677 students accessed Paper at least once from November to May 20. Those students had 194 sessions, including three essays.

- Parkway Heights MS, a Title 1 school, had a high usage rate of 53%, where 298 students had 860 sessions. They were all question and answer, no essays.
- Westborough MS had a very good usage rate of 41%. Their English teachers required students to do a rough draft of an essay and review it with a Paper tutor before turning it in.

Statistics - High School

Mr. Irish said it has been a struggle to implement Paper at Baden HS. He and Principal Stephen Redmond, with the approval of Paper, transitioned a good portion of the licenses to the Adult School in May. They are both focused on promoting Paper and will encourage Baden HS staff to create assignments which make students interface with Paper. He will be reporting on these sites next year.

- ECHS had a usage rate of 40%. Their English Department pushed Paper through the essay portion.
- SSFHS had a usage rate of 19%.

Mr. Irish reported that he meets monthly with the Paper representative to review statistics and discuss different strategies as a way to promote the program. He also meets with numerous principals and has attended virtual staff meetings. He acknowledged Parkway Heights MS Principal Marco Lopez who helped facilitate interaction in Paper training during a staff meeting. This is being encouraged with other site leaders that do not have high usage rates.

Statistics - Total

- SSFUSD had a usage rate of 30% overall, which is a high rate compared to other districts. This is great work by teachers and site leaders promoting Paper.
- The top three subjects are Math equations, Basic Algebra, and Basic Geometry. Students often seek help with Chemistry and Physics also.
- Many students use Paper regularly; some students have had over 90 learning moments the past seven months
- Typical sessions with a tutor last about 20 minutes; some sessions last close to 90 minutes due to the back and forth chat.

The Paper sessions can be long since tutors are trained not to just give answers, but to ask questions to elicit responses from the students.

Mr. Irish shared an example of a session between a Math student and a tutor. A chat can be shared with parents at any time. Chats are also shared with the teacher so they can see patterns. The District receives information monthly of common questions that students are asking, which is shared with teachers.

Trustee Murray noted that in the example, the chat was around an equation and asked if a student can also ask about concepts. Mr. Irish replied they could.

Trustee Chialin Hsieh said Paper is wonderful and an amazing supplemental tutoring support. She asked if the tutors are familiar with the District curriculum. Mr. Irish said at the beginning of the contract, he had to upload the District's scope and sequence for English and Math to Paper. Tutors, who are graduate students from McGill University in Montreal, are specialized in subject areas. If they do not know a subject, they get trained. Paper now has a satellite in Southern California and the company is expanding.

Trustee Hsieh asked what learning moments are. Mr. Irish replied they are a combination of sessions and essays, or a total number of interactions with the tutor. She requested, during Mr. Irish's next report, including teacher and student feedback. He said Paper collects feedback after every session including responses from some of the high user students. After the program was implemented, he did receive positive comments from teachers who saw the benefit and how it was helping their students.

Trustee Baker noted that the usage at SSFHS is lower than ECHS and asked if during training, the Paper program is included. Mr. Irish said he meets with each representative, and that person discusses Paper usage rate with each site leader. He plans on encouraging site leaders, especially those that have low usage rates, on techniques and strategies that their colleagues have used and ones that Paper has suggested as well.

Trustee Baker asked if the District needed to buy the licenses in bulk at the beginning of the year. Mr. Irish replied the way Paper operates, the District pays by enrollment of the site. If he and Principal Redmond are not comfortable with the usage rate at Baden HS, he would come back with a recommendation to reduce the number of licenses next year. Superintendent Moore added that the District would come up with alternatives for what they can do.

Trustee Murray asked if the tutors keep track of the questions that are asked so that they can follow trends. Mr. Irish said Paper does track trends and shares them. He is working on helping site leaders get in the habit of checking what their students have questions about and sharing that information.

The Board recessed at 8:30 p.m. for a break and reconvened at 8:40 p.m.

N. CONSENT AGENDA

Trustee Hsieh noted that on page 32 of the Infinite Campus contract renewal, under Fiscal Implications and Recommendation, there should be comma and not a period in the dollar amounts, such as \$111,381.60 instead of \$111.381.60.

MOTION #209 (Murray/Baker) to approve Item 1a, Minutes to the regular Board Meeting, June 10, 2021; Item 1b, Minutes to the special Board Meeting, June 12, 2021; Item 1c, Superintendent and Board members participating in the CSBA Annual Conference in Anaheim, CA or virtually; Item 1d, Superintendent's participation in 2021-22 conferences; Item 1e, CSPP AB 82 COVID one-time stipend; Item 2a, Infinite Campus contract renewal for 2021-22 (with change noted above); Item 2b, SMCOE BTSA agreement for 2021-22; Item 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, June 1 - 30, 2021; Item 4b, Warrant Register, June 1 - 30, 2021; Item 4c, Cash Receipts, June 1 - 30, 2021; Item 4d, Gifts to the District June 2021; Item 4e, Professional services agreements under \$25,000. Motion Carried. (Unanimous)

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. SSFUSD and the City of SSF PD MOU

The Board and staff discussed an MOU being negotiated between the District and the City of SSF PD concerning policing on school campuses.

Dr. Moore said she thinks the community is aware that the District is working with the City of SSF PD on an MOU, but it has not been finalized. District staff submitted a revision of the one that was previously discussed at the City Subcommittee meeting and received feedback on that revision last Friday. She reviewed it on Monday, and is working to schedule a meeting between District and City staff next Monday. They are going to talk through the recommended revisions with the hope of trying to potentially have something before school starts. She was asked to bring back this item so the Board could discuss what happens if the MOU is not finalized before school starts. If it is not finalized and has not been brought back before the City Subcommittee or the school board and City Council, the Trustees need to make some decisions on what they would like to have happen. Dr. Moore said the staff report has a list of considerations that will facilitate a conversation about what the Board believes the next steps should be.

Trustee Baker asked if the MOU was one to be presented, not one to be ratified before school. Dr. Moore said the intent is to have the revisions, discuss a draft at the City Subcommittee meeting, whenever that will be, and then decide when both entities would review and approve the MOU. Trustee Baker said if they were having a City Subcommittee meeting there is no chance for an agreement before the start of school. Dr. Moore stated that it depends on how quickly a City Subcommittee meeting could be set up prior to school beginning and having a Board meeting to discuss the actual MOU that is being brought forward. It may happen depending on how quickly a turnaround can be managed.

Vice President Richardson asked if the City was on vacation at this time. Dr. Moore replied District and City staff would be meeting on Monday and they will then work on finding a date for a City Subcommittee meeting. Senior Executive Assistant Nalani Allen-Cantley said the City has proposed July 22 as a date for a City Subcommittee meeting, but she was unsure of the two Board members' availability. President Lujan shared that she was not available for the meeting, but if Vice President Richardson and Trustee Murray were available it could take place. Vice President Richardson said she would confirm whether or not she is available on that date.

Trustee Murray read a consideration in the staff report which said "Prior to the MOU being in place, SSFUSD staff will handle all disciplinary infractions that do not necessitate police presence and will be mindful not to contact the police for minor student infractions." and asked if that is the rule all the time. Superintendent Moore said the Board has heard over several months that that has not necessarily been the case and she wanted to codify that it would be the expectation moving forward with or without an MOU.

Trustee Baker said he has met the District's SLO's and is confident that they all took the position in an effort to help the school community. As a former police Explorer Scout, he had numerous positive experiences with the police. However, as a middle aged white male, he is in the most privileged class in this community and the system was designed to work for him. His experience does not reflect the entire community, and he has been listening to young people from varied backgrounds talk about fear on campuses when there is no emergency. He said no student should feel fear because of a decision that the Board made, or did not make, in this case. Last year many people were surprised to find there was no MOU between the District and the police. Although the District has prioritized distance learning and preparing for a safe return in the fall, he did ask to get a detailed MOU which clearly limits the power of police, plus protects and defines

the rights of students and staff, because without any agreement, they would have little power to determine whether an officer that does come onto a campus has the special training needed to work with young people. Trustee Baker said the first draft, from a few weeks ago, is not remotely close to something that would make him feel comfortable as it just codified the existing status quo. He reiterated what he said last spring, that until and unless there is an agreement that will support and defend the students and has broad support, he is uncomfortable with having a routine police presence on District sites. When the Board considers this as an action item, he would be moving to suspend the District's participation in the SLO program until and unless such an agreement is reached.

Vice President Richardson said she tends to agree with Trustee Baker. There are programs that the District participates in and she has no idea which ones cross the District or which ones are shared in partnership, and those are her concerns with this program. She listed several programs including a Youth Academy, a Gateway Academy, community outreach programs, gang resistance education and training, and numerous classes on cyberbullying, digital safety, etc. which require clarity for her. Dr. Moore replied that she thinks those are City-sponsored programs and not District ones. The District has the Alternative to Suspension and Alternative to Expulsion programs. Vice President Richardson said she met with some people in her community as they were trying to figure out the extent of the participation with the school district that their own programs have. There are a lot of programs that probably work really well, but there are other programs that just the City is engaged in. The participation with the SLO program is not clear to her. The programs are all funded by the taxpayers in general. So, everyone needs to be on the same page about the limitations of this program and what it does for the District. She wished Dr. Moore would look at a link she sent.

President Lujan said, from conversations with the Superintendent, the goal of the MOU is for data and clarity. Dr. Moore confirmed that. She said she was asked to print the document for Vice President Richardson, but did not know she needed to read it and was not prepared to discuss it yet. She will look into which programs involve SLO's and whether they are on school campuses and get back to the Board.

Trustee Hsieh asked, as Dr. Moore works with the City, what the timeline will be when the MOU is concluded. She is open to a special Board meeting to do this right and in a timely manner.

Dr. Moore said staff have been working on having a City

Subcommittee meeting next Thursday. If they cannot make it happen, or Vice President Richardson is unable to attend then alternate dates will be needed.

Trustee Baker said the Board needs to be conscious as they try to schedule the meeting, what happens if school begins and they have not voted on the MOU. He thinks Every 15 Minutes is done by the SSF Traffic Division, not the SLO's. Dr. Moore said she thinks that program is a collaborative effort between the police and fire and does not involve the SLO's. President Lujan confirmed the program is run by the California Office of Transportation Safety, the California Highway Patrol, and the SSF Police Department.

Trustee Baker clarified that he wants the suspension of routine police patrols with SLO's showing up on campuses and chatting with students since those interactions make the students uncomfortable. He said until they get the MOU details written down, the Board needs to decide if they want to maintain the status quo, continue with the modified version in the agenda, or suspend the program.

Trustee Murray said she hoped to get the MOU in place before August 11 and if they are codifying that the police will not be on campus unless they are called, she is fine with that.

President Lujan recapped the trends in the conversation. She said there is a willingness and interest to move forward on making progress with the MOU and she would try to attend a special Board meeting. She recognized the possibility, despite everyone's best efforts, that they may not have an MOU in place and is hearing support for the staff recommendations, which make it clear that sites would not call the police for minor aggressions. There are clear reasons why to call, and then there are many situations that should be handled at the staff level. For the recommendation that states "SSFUSD has the option of contracting with the SSF PD for additional safety and security support at athletics events prior to the MOU being negotiated and agreed upon.", she thinks they should be hired because the charge is less than normal. The police presence at school events is for insurance purposes. Trustee Baker noted that for CIF athletic events, the District must have security there and it can be police. He is unsure if there are enough security officers on the campuses to handle an event without calling police or an outside security firm. Vice President Richardson stated that she does not want to see armed police on campus when there is a cultural event or an elementary school promotion ceremony. She took umbrage that police were present this year during the Ballet Folklórico event at SSFHS when families were enjoying the moment in spirit of the tragedies happening at the border. She said during the

pandemic, armed police were parked outside ECHS during the drive up, which is unacceptable. Trustee Murray said if the District has events on campus, their insurance companies require security. Dr. Moore commented on the end of the year drive through events that a requirement for the gathering plans, based on how many cars were participating, was that police needed to be present if there was not enough campus security on campus. Mr. Irish said police were helping with traffic control because the cars drove through the high school campuses. If the police were not present, the District had to explain how the traffic was going to be monitored. Trustee Baker said they were not talking about campus police doing security, but about the process and that they need to refocus on that. As a members of the Board Policies and Bylaws Committee, he and Trustee Hsieh need to prioritize the BP's and regulations regarding police and when they should be called. He said with school beginning in a month, the focus needs to be on making campuses clean, ensuring social distancing, using masks, and negotiating. While he agreed with prioritizing the MOU, it should not be rushed and is not the best use of their time right now.

President Lujan recapped the discussion, saying there is a desire is to work on the MOU, but the priority is the opening of school. As the MOU work continues to move forward, if the proposed August 11 deadline is missed, they will then circle back and continue to move this forward while balancing other priorities. Dr. Moore asked for clarification on how the Board wants to proceed if an MOU is not in place by August 11. It was decided that they want to suspend the program **and** approve not calling police for minor infractions except for mandatory Ed Code violations.

2. HUMAN RESOURCES

a. Williams Uniform Complaints for the Quarter Ending 6/30/21

Dr. Spaulding presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 6/30/21, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment.

He stated that there was one complaint filed in the District for this quarter. The complaint did not meet the Williams criteria. However, it was treated as a complaint, investigated, and has been resolved. The complaint concerned the paving of the playground at Los Cerritos ES. The complainant did not address it to the principal and therefore, did not allow staff the opportunity to do any kind of patchwork. During his

investigation, Dr. Spaulding said any work orders that were submitted by the site were dealt with in a timely manner. He walked the grounds with the complainant, as well as the director, and the principal. He identified areas that they considered somewhat dangerous and they were quickly corrected. Assistant Superintendent Ted O and his team are looking at a bid for paving the entire Los Cerritos ES play area.

Vice President Richardson said she was very pleased to see the improvements at the school including a few plants and a coat of paint.

ACTION

1. ADMINISTRATION

a. Approval of the Process for City of SSF to Rename the Community Learning Center (CLC)

Trustee Baker asked if the Board could make a change in the Board Policy concerning the person being honored having to be deceased for one year. Dr. Moore said approving a one-time exception at this meeting would set a precedent. It was decided that the policy would be sent to him and Dr. Hsieh, as the Board Policies and Bylaws committee members, to be revised and it would then be added to the August 12 Board agenda for a first reading.

Trustee Hsieh asked about the process and if once the policy is approved, the CLC can be renamed. Dr. Moore replied that the City would be made aware that the Board is approving initiating the process and the District is partnering with them and moving forward on updating the Board policy.

MOTION #210 (Baker/Murray) to approve the City of SSF's request to proceed with the process to rename the CLC in honor of Mr. Eugene R. Mullin. Motion Carried. (Unanimous)

b. Approval of the SSFUSD and the City of SSF PD MOU Tentative Plans and Policies

Trustee Baker moved to suspend the District's participation in the SLO program until and unless an MOU is in place, and in the meantime, use the steps outlined in the staff report.

MOTION #211 (Baker/Hsieh) to approve the tentative plans and policies recommended should the MOU between SSFUSD and the SSF PD not be finalized prior to August 11, 2021. Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of Paper Education Co. Contract Renewal

Vice President Richardson asked if there is a dollar amount for the contract. Assistant Superintendent Irish replied that the cost of the contract is \$197,500 annually. It is part of the previously approved standard learning opportunity grant. Once approved, Paper would prorate the months which the District has already paid and he would receive a revised amount.

MOTION #212 (Hsieh/Murray) to approve the continued partnership with the Paper Education Company in order to provide online tutoring for all students in grades 6-12 from October 26, 2021 to October 26, 2022. Motion Carried. (Unanimous)

b. Approval of WestEd OpenSciEd High School Field Participation

Mr. Irish said the Board is being asked to consider five high school teachers to being able to participate in the pilot of a program that the District is considering for adoption. It is a two year field test agreement. After the first year, he and Director Jason Brockmeyer will meet with the teachers and if they determine it is not working, the District would not continue for a second year.

Trustee Murray asked what would happen if a teacher decides they would not want to participate in the second year. Mr. Irish said if for some reason a participating teacher retired or moved away, they could replace them with a new, incoming science teacher.

MOTION #213 (Murray/Baker) to approve the agreement for five teachers to participate in the WestEd, OpenSciEd High School Field Participation during the 2021-23 school years. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

a. Approval of Contract with the Youth Services Bureau (YSB) School Counseling, Safe School Advocates Services, and the Alternative to Suspension Program for 2021-22

Trustee Hsieh asked if Jane Chandler, who presented the program at a previous meeting, could include teacher and student feedback. There were many statistics, but she would like to know the feedback from the stakeholders who received the services. Dr. Spaulding said he can

work on getting the survey feedback from teachers and students.

MOTION #214 (Hsieh/Murray) to approve the contract for services with the YSB of the YMCA to continue supporting additional counseling at all District schools for the 2021-22 school year. Motion Carried. (Unanimous)

4. BUSINESS SERVICES

a. Approval of Change Order #3 to the Argo Construction, Inc. Agreement for the ECHS Culinary Arts Classroom Project

Vice President Richardson asked Mr. O when the grand opening would take place. Facilities Management Consultant Bill Savidge reported that the training for the operation of the hoods with staff and the teacher took place, so they are getting ready to turn over the space to the District. There are a few little delays, such as getting the feet for the stoves in the next couple of weeks. He will work with Mr. O to schedule a grand opening. Vice President Richardson asked how the fans work. Mr. Savidge replied it is a very complex system involving a touch panel control system which is interlocked into the District's energy management system so there can be some override and control by the District.

Trustee Baker asked if the classroom will be open in time for the fall semester. Mr. Savidge said it would be.

Trustee Baker inquired about additional welding work after the State Architect Engineer visit. He said if the work was not up to specs, the contractor should be responsible to fix the problem. Mr. Savidge said the contractor's work was approved by DSA, but the engineer saw the condition and made the call to require additional welding. He added that field engineers have a lot of latitude, based on their review, when they visit sites and see the actual conditions.

MOTION #214 (Murray/Hsieh) to approve Change Order #3 to the Argo Construction, Inc. agreement, in the amount of \$27,682, for the ECHS Culinary Arts Classroom project. Motion Carried. (Unanimous)

b. Approval of Award of Contract for Architectural Services for the Special Education Program Offices

Trustee Baker asked if the proposed location is the lot adjacent to the Facilities Department office at 634 El Camino Real, which is on the left when entering the parking lot. Mr. Irish said he is working with Mr.

Savidge, the Special Education Director, and Mr. O on the placement. The project will centralize the District's school psychologists, and speech and language pathologists in one location. This requires a minimum of eleven to twelve offices for staff and third party employees that are currently spread throughout the District.

MOTION #215 (Murray/Baker) to approve the award of contract to Hamilton + Aitken Architects, in the amount of \$17,760, for preliminary architectural services for the Special Education Program offices located at the District Office site. Motion Carried. (Unanimous)

c. Approval of Award of Contract for Independent HVAC System Assessments

MOTION #216 (Baker/Murray) to approve the award of contract to Mechanical Engineering Services, in the amount of \$11,290, for independent HVAC system assessments at Hillside Children's Center, the District Office, and Baden HS. Motion Carried. (Unanimous)

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

Board meetings are currently held via teleconference and are planned to return to the in-person set-up at a future date. The meeting locations will be noted as applicable.

Trustee Baker said the Board Policies and Bylaws committee will bring a new Bylaw, regarding renaming a District building, for the Board to review.

August 12, 2021 *(teleconference)*

- Introduction of Student Trustees/ASB High School Presidents
- Report on Summer School
- Approval of Consolidated Application and Reporting System Spring 2020 data collection
- Sunshine with CSEA
- Resolution for Attendance Awareness Month
- Resolution for Work Experience Can Work (WCW) contracts for 2021-24

September 9, 2021 *(teleconference)*

- Teaching and learning presentation – Spruce ES
- Presentation and approval of year end unaudited actuals
- Discussion of October 21 Community Forum topic(s)
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution Honoring Hispanic/Latinx Heritage Month
- Resolution on GANN limit

September 23, 2021 (teleconference)

- Teaching and learning presentation - Martin ES
- Resolution honoring Filipino American History Month
- Approval of the Board Governance calendar for 2021-22
- Resolution for California Week of the School Administrator (10/10 - 10/16)

October 7, 2021 (teleconference)

- Teaching and learning presentation - TBD
- Presentation on Performance Management - English Learners
- Approval of WestEd Children's Center PIP agreement for 2021-22
- Approval of Renaissance Learning agreement renewal for 2021-22
- Williams report for 3rd quarter ending 9/30/21
- Update on Safe School Plans
- Resolution honoring Native American Heritage History Month
- Approval of ESSER III Expenditure Plan

October 21, 2021 - Community Forum (teleconference)

- Topic(s) TBD

November 18, 2021 (teleconference)

- Teaching and learning presentation - Los Cerritos ES
- Presentation on the Nutrition Services Department

December 9, 2021 (teleconference)

- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Teaching and learning presentation - Ponderosa ES
- Teaching and learning presentation - Children's Center
- Presentation on Performance Management - CTE
- Approval of San Mateo Co. QRIS block grant for 2021-22
- Presentation and approval of First interim budget report "positive certification"
- Selection of Trustees to District sub-committees/committees (Board Policies and Bylaws, City sub-committee, and County Committee on School District Organization)
- CSBA Delegate Assembly nomination(s)

SUMMARY OF BOARD DIRECTIVES

1. Board Policies and Bylaws committee to be sent BP 7301 on renaming a facility to make a small change in the verbiage.
2. Dr. Moore to notify Ms. Sommer of approval of process for renaming the CLC.

GOOD AND WELFARE

Trustee Murray said she visited ECHS, but missed their very short summer graduation. However, she did see the students and speak with some of the staff. At last night's City Council meeting, a former student, Ethan Mizzy, who serves as the chairperson of the Youth Advisory Council for the City, was able to move the council into a City Commission. Many District students are on this commission.

Trustee Baker said he would have liked to be at the summer graduation because of the intimate talks with the students. During last night's City Council meeting, the City and the Council spoke about the importance of listening to students who may be a little bit closer to the age of the people the District serves than they are. He congratulated the SSF Youth Commission and its members, many of which are SSFUSD graduates or students, 14-22 years old. He also attended the Big Lift virtual Open House along with Trustee Murray.

Trustee Hsieh reported that she attended the Big Lift virtual Open House and it was good to see the collaboration with so many entities outside of the District. She appreciated the hard work behind the scenes. The Big Lift Inspiring Summers program is one of her favorite programs.

Vice President Richardson said she saw part of the Big Lift virtual Open House. The next day she attended the summer graduation with one student from ECHS and one from SSFHS. Parents were delighted and thrilled to be there. Dr. Spalding also attended and she met the District's new Director, Dr. Garcia. She had a really wonderful time this year at every graduation and children were generally happy.

President Lujan said she collaborated with Dr. Moore on putting together a little video congratulating graduates, on behalf of the Board. She thanked all staff for helping make the District's summer programs happen. It is a big effort and she also thanked the students for their participation and the families for helping get kids there.

ADJOURNMENT - 9:37 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D, Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: August 12, 2021

RE: Approval of Star Vista Early Childhood Mental Health Consultation (ECMHC) Service agreement between Star Vista (SV) and South San Francisco Unified School District for 2021-22.

BACKGROUND:

A Child Development Service agreement is a collaboration between the District and the Early Childhood Mental Health Consultation (ECMHC) Service. Per the contract, Star Vista (SV), will provide enhanced on-going consultation at three SSFUSD sites during the period of this contract. ECMHC consultants will also link families with a wide range of services available to SSFUSD children and families with special needs. The contract period shall be July 1, 2021 through June 30, 2022.

FISCAL IMPLICATIONS

The agreement is in the amount of \$42,500. SV will invoice SSFUSD quarterly in October 2021 and January, April, and July 2022.

RECOMMENDATION

It is recommended that the South San Francisco Unified School Board of Trustees approve the Star Vista Early Childhood Mental Health Consultation Service agreement for the fiscal year of 2021-22.



**Contract Agreement
Between of StarVista and South San Francisco Unified School District
For Early Childhood Mental Health Consultation (ECMHC) Program
2021-2022**

OVERVIEW

This project is a collaboration between South San Francisco Unified School District (SSFUSD) and the Early Childhood Mental Health Consultation (ECMHC), a program of StarVista (SV), who will provide enhanced on-going consultation at three SSFUSD sites during the period of this contract. ECMHC consultants will also link families with a wide range of services available to SSFUSD children and families with special needs.

CONTRACT AMOUNT

The contract will be for the sum of **Forty Two Thousand Five Hundred (\$42,500)** to pay for the services provided to SSFUSD. SV will invoice SSFUSD quarterly in October 2021 and January, April, and July 2022.

CONTRACT PERIOD

July 1, 2021 to June 30, 2022.

SERVICES

SV will provide ECMHC consultation at three SSFUSD centers. A trained, experienced ECMH consultant will work at the sites Children's Center, Hillside and Martin Elementary Preschool approximately 20 hours per week under this contract. See Appendix for breakdown of hours.

SCOPE OF WORK AND OUTCOMES

The following describes the key tasks and outcomes for the proposed one-year project of mental health consultation to SSFUSD childcare centers as follows:

- Consultants will provide regular visits to SSFUSD child care sites. Schedule of meetings will be determined by center staff, ECMHC consultant and administration.
- Mental health consultants will coordinate services with any additional classroom support staff, such as coaches, special education services etc. in order to ensure effective cooperation around work with teachers.
- Children will be referred for short-term case consultation services in which they will receive observation, parent support and guidance, referrals and resources, teacher meetings and classroom support. Short-term consultation services typically last 8-12 weeks per family. Number of cases will be determined based upon needs of the programs and availability of the consultant.
- Mental health consultants and ECMHC Program Manager will meet regularly with preschool administration (Director, Site Managers, Site Supervisors) to ensure quality of program.

Outcomes:

1. Children enrolled in Children's Center, Hillside and Martin will receive improved community-based childcare, promoting enhanced well-being and functioning.
2. 85% of the childcare staff at Children's Center, Hillside and Martin will report increased knowledge, skills, and competencies and improved abilities to identify and refer at-risk children for additional services.
3. 75% of 6-8 children (or as needed) identified as at risk and provided with intensive case consultation will demonstrate improved ability to participate successfully in the childcare setting, improved functioning in identified areas of difficulty, and improved emotional well-being.
4. 80% of 6-8 families whose children (or as needed) are identified for case consultation will report improved understanding of child development and their child's behavior and report their relationship with their child has grown stronger.
5. 85% of the children at risk for expulsion from their centers will be retained.

EVALUATION

Evaluation will include the use of the following instruments. Results for children enrolled in South San Francisco Unified School District centers served through this contract will be available upon request.

- *Consultation Questionnaire* assesses overall satisfaction of directors and staff with the consultation received and the degree to which the consultant helped them to accomplish their objectives.
- *Parent Response Questionnaire* assesses parents' satisfaction with case consultation/education activities.
- *Expulsion Rates* will be tracked for those children receiving case consultation.

CHANGES

Changes to this contract to improve services and adapt to conditions and needs as they are, will be first approved by both parties in writing and noted in subsequent reports to SSFUSD.

TERMINATION/SUSPENSION

Both parties may suspend the performance of this contract in whole or in part, or terminate this contract, with or without cause, by giving thirty (30) days prior written notice thereof to each other. Upon such suspension or termination, SSFUSD shall pay SV for its services actually rendered to SSFUSD on or before the effective date of the suspension or termination.

HOLD HARMLESS

Each party to this agreement agrees to indemnify, defend and hold harmless the other, its Directors and employees against any and all demands, claims, or liability of any nature including death or injury to any person, property damage or any other loss, related to this contract caused

by or arising out of actions by the party's performance of the Agreement.

This understanding will commence on the later date below and continue for a period of one year as described above.

Signed,

Sara Larios Mitchell, PhD
CEO
StarVista

Date

Eric Claybon
Child Development Program Coordinator
South San Francisco Unified School District

Date

Appendix A: Detailed Budget for Star Vista ECMH Program Support Provided to SSFSUSD Inc (July 1, 2021 – June 30, 2022)

SITE	SERVICES PROVIDED	HOURS PER WEEK
Children's Center	* Staff Meeting with staff consultation * Observations * Parent Consultations * Referrals (as needed) * Parent and/Provider Training (as needed)	12
Martin Elementary Preschool	* Staff Meeting with staff consultation * Observations * Parent Consultations * Referrals (as needed) * Parent and/Provider Training (as needed)	4
Hillside	* Staff Meeting with staff consultation * Observations * Parent Consultations * Referrals (as needed) * Parent and/Provider Training (as needed)	4
	TOTAL HOURS	20

Please Note: The hours indicated here are weekly averages based on the percentage of full-time employees assigned to each site. These hours include additional staff activities required for consultation such as off-site visits, documentation, travel, supervision, and administrative tasks. As such, time recorded at the site may look different from what is noted here.

All of the above listed sites will receive the following consultative services during their allocated time:

- Staff Meeting with staff consultation
- Observations
- Parent Consultations
- Referral (as needed)
- Parent Training

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: August 12, 2021

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

BACKGROUND:

The Child Development Program requests approval to operate the District's subsidized Pre-school Program. The CSPP is an annual agreement between the San Mateo County Office of Education and SSFUSD. The CSPP-California State Preschool Program funding is provided by the California Department of Education (CDE), Child Development Division for the District to operate the State Preschool Program at Children's Center for the 2021-22 school year.

FISCAL IMPLICATIONS:

The agreement is in the amount of \$597,905.40. The Child Development Program will enroll the number of students based on the contract award.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School Board of Trustees approve the CSPP California State Preschool Program contract for the Fiscal Year 2021-22.



SAN MATEO
COUNTY
OFFICE OF
EDUCATION

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Nancy Magee • County Superintendent of Schools

Eric Claybon
South San Francisco Unified School District
530 Tamarack Lane
South San Francisco, CA. 94080

July 23, 2021

Dear Eric ,

Enclosed you will find the 2021-2022 California State Preschool Program (CSPP) subcontractor agreement for your agency, the budget and budget narrative forms. All other annual forms and templates have been uploaded onto your agency's **Google folder under 2021-2022 agreement forms folder** to be complete. As you upload, also upload your agency's calendars as well.

Governor Newsom just signed AB 131 Trailer Bill for Child Care on July 16, 2021. In the signed bill, there will be a 4.05% COLA, increase reimbursement rate beginning January 2022, Hold Harmless for 21-22 and Family Fee Waiver. There is also the elimination of 10% reserve for PD in the reserve account and parental choice for enrolling TK children into CSPP. The COLA and rate increases will be included along with the mental health reimbursement in the amended contract period. During that time we will calculate additional funds based on this priority: 1. additional slots given to programs serving more children 2. mental health services reimbursement 3. Staff Development Day. As you may recall, priority 2 & 3 reimbursement are only available **IF** we have unearned funds in our Title V contracts. CDE does not provide additional funds to support mental health nor staff development day reimbursement therefore both priorities will be calculated based on available funds.

Please sign and return the original agreements, program assurances, budget forms, and equipment inventory form (sign the CDE form even if you are attaching an inventory record) by **August 6, 2021** for processing. Be sure to sign all forms that require a signature. Once the COE process is complete, you will receive a copy of a fully executed agreement via email and Rosalie Bowman will send the 2021-2022 fiscal claim forms to you.

All other requested information and documentation should be electronically uploaded onto Google Doc **by September 17, 2021**. Your compliance with this request secures the execution of your agreement. **You can find a list of the requested program documents in the checklist located in your Google folder.**

Calculation Formula in Your Agreement with SMCOE

Your agreement will state the full-time equivalent of spaces, number of days of service, and reimbursement based on a full-day program mirroring the SMCOE's CSPP state contract.

Here is the summary of the funding and if serving part-day spaces the conversion from full-day to part-day services for your agency and a total of full-day and part-day maximum reimbursements amounts:

Average Daily Part-Day Attendance	104
Average Daily Full-Day Attendance	0
Minimum Part-Days of Operation	175
Minimum Full-Days of Operation	246
Daily Part-Day Rate	\$ 29.92
Daily Full-Day rate	\$ 48.32
MHCS Reimbursement Amount	Will be calculated during Amended Contract Period
Maximum Agreement Reimbursement Amount	\$ 597,905.40

Mental Health Consultation Services Adjustment Factor

Effective January 1, 2019, all CSPP and CCTR contractors serving children and families in a centered-based setting who elect to implement ECMHC services to support teaching staff and families by helping to address challenging behaviors in the classrooms may claim an adjustment factor of 0.05. This adjustment factor can be claimed in addition to any other single adjustment factor and applies to all children enrolled in the classroom where services are provided.

If you are a subcontractor who will be offering mental health consultation services in 2021-2022, the additional 0.05 adjustment factor will be calculated in Winter 2022 based on availability of funds. Programs must adhere to the guideline set forth in MB 19-02 for consultant qualification, consultation guidelines and adequate documentation of the services provided. The 0.05 adjustment factor will be reimbursed as long as continual mental health consultation is offered in the classrooms and to the families in a agreed upon schedule between the program and the mental health consultant and/or the agency.

California State Preschool Program Requirements

The Program Assurances is part of your signed agreement. The assurances outline the program compliance requirements. Please read through the assurance carefully and follow the program requirements throughout the year.

There are additions to the program assurances based on the requirements under the San Mateo Subsidy Pilot with family eligibility and family income level changes to adhere to including using the Pilot eligibility forms when enrolling families (these forms were adopted by CDE for every program to use).

A reminder that our family eligibility meetings and program director meetings are program requirements and our routine method to sharing state information, reporting and planning for improved outcomes in the program. Your attendance or sending a delegate representative is important in carrying out the program requirements throughout the year.

A yearly calendar is provided for accurate and timely submission of NoHo Care database child monthly attendance, CDMIS 801-A family data reporting to the state, teacher first and second round of DRDP assessment data through DRDPOnline, and monthly and/or quarterly fiscal reporting.

The SMCOE Early Learning Support Services' Professional Development calendar will be distributed before/at the first Director's meeting and sent out electronically to all ECE professionals on our Professional Development list. Don't forget that all staff should sign up for the state ECE Workforce Registry @ <https://caregistry.org>.

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

The Title V team at SMCOE wishes you a wonderful and exciting new school year! We look forward to another year of great collaboration and partnership.

Sincerely,



Sheryl Chan
State Preschool Manager



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

1. PARTIES

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

2. TERM

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

3. FUNDING CONTINGENCY

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

4. FUNDING TERMS AND CONDITIONS

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

5. COUNTY SUPERINTENDENT'S RESPONSIBILITIES

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

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

6. DELEGATE AGENCY RESPONSIBILITIES

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

Superintendent. Such records will be maintained for a minimum of five (5) years or as otherwise required by law and be available for review and/or copying to County Superintendent within 24-hour notice should they be requested. Should the contractual relationship terminate, all records shall be provided immediately to the County Superintendent for copying and all original records for the previous five (5) years shall be delivered to the County Superintendent within thirty (30) days of the termination.

4. Send Department of Social Services, Child Care licensing annual reports and any violations issued during a CCLD visit within three days of receiving the report to the SMCOE for reporting to California Department of Education.
5. Determine the eligibility of families for child development services and keep eligibility documentation based on California State Preschool Program FT&C.
6. Inform parents of the right to appeal adverse eligibility determinations to the Delegate Agency's Board.
7. Be liable for any audit exceptions or overpayments made in this or prior years. In addition to any other remedy or source of funds, the County Superintendent may recover any audit exceptions or overpayments from claims for reimbursement under this Agreement or any subsequent agreement to the extent of claimed reimbursements.
8. Adhere to the Fair Employment Practices and Nondiscrimination Clause outlined by the FT&C.
9. Adhere to the Federal Certifications regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements, as set forth in the "Federal Certifications" attached hereto and incorporated by this reference into this Agreement.
10. Include County Superintendent Uniform Complaint Procedure (UCP) in Delegate Agency's parent handbook.
11. Include in your agency's parent handbook the County Superintendent's boiler template language regarding religious worship and/or instruction is strictly prohibited, unlawful harassment and non-discrimination with the necessary elements and protected classes are identified and notification of these disclosures and rights occur.
12. Participate in activities of the California Department of Education Federal Program Monitoring and Annual Agency goals.
13. Submit an annual budget, calendar and program assurances with your signed Agreement.
14. Implement program assurances as outlined in the addendum of this Agreement.

B. San Mateo County Office of Education participates in the San Mateo County Child Care Subsidy Plan. The Subsidy Plan allows for the development of local policies related to family eligibility, family fees, and reimbursement rates. Through this agreement, the Subcontractor will also participate in the Subsidy Plan

C. Title to any equipment or supplies purchased with State funds rests with the Delegate Agency only as long as the Agreement is in effect. Upon termination of this Agreement, title and possession of all equipment and remaining supplies shall revert to the County Superintendent.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

9. INDEPENDENT CONTRACTOR

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

10. ASSIGNABILITY

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

11. FINAL AGREEMENT

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

12. TERMINATION

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

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

13. **NONDISCRIMINATION CLAUSE**

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

14. **COMMUNICATIONS**

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

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

15. **SERVICE REQUIREMENTS AND REIMBURSEMENT**

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

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

SC
AS

<u>San Mateo County Superintendent of Schools</u>	<u>South San Francisco Unified School District</u>
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 12, 2021

RE: Approval of Consolidated Application and Reporting System (CARS) Spring 2020 and 2021-2022 application for funding

BACKGROUND:

Each year, the District must complete and submit the Consolidated Application and Reporting System (CARS) to the State Department of Education. The Consolidated Application and Reporting System (CARS) is a data collection system to apply for Categorical Program Funding and to report on the use of those funds.

The purpose of the consolidated State plan is to provide parents with quality, transparent information about how the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), will be implemented in their State.

Even though a State Educational Agency (SEA) submits only the required information in its consolidated State plan, an SEA must still meet all ESEA requirements for each included program. For any program not included in a consolidated State plan, the SEA must submit individual program State plans that meet the statutory and regulatory requirements of each respective program.

FISCAL IMPLICATIONS:

Upon the adoption of the State Budget and approval by the State Department of Education, the District anticipates it will receive funding for State and Federal Categorical Programs. This includes:

- Title I
 - The federal program that provides funding to local school districts to improve the academic achievement of disadvantaged students. It is part of the Elementary and Secondary Education Act first passed in 1965.
- Title II
 - The federal program that provides funding to local school districts to prepare, train, and recruit highly qualified teachers and principals.
- Title III
 - The federal program that provides funding to local school districts to ensure that limited-English-proficient (LEP) students (called English learners under California laws), including immigrant children and youths, attain English proficiency and meet the same challenging academic content and achievement standards that other students are expected to meet.
- Title IV
 - A federal program that provides funding to local school districts to ensure Title IV, Part A of the ESEA is the Student Support and Academic Enrichment (SSAE) program. The SSAE program is intended to improve students' academic achievement by providing all students to a well-rounded education, improve school conditions for students and improve the use of technology in schools.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Consolidated Application and Reporting System 2020 Data Collection and 2021-2022 application for funding.

2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Keith Irish
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent Educational Services
Authorized Representative's Signature Date	07/22/2021

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/12/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Marleni Orellana
DELAC review date	05/11/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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*****Warning*****

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TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED CONTRACT 2021-2022

Olaes, Nerissa, Education Preparation: San Francisco State University with a BA degree. Ms. Olaes holds a Intern Education Specialist Credential. She will be placed at Buri Buri Elementary School as a Special Education Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-2.

Ventura, Erika, Education Preparation: San Francisco State University with a BA degree. Ms. Ventura holds Multiple Subject Credential. She will be placed at Buri Buri Elementary School as a 4th Grade Teacher on a Temporary contract effective August 9, 2021. Salary placement: C-5.

Vernon, Shamayah, Education Preparation: University of San Francisco with a BA degree. Ms. Vernon holds a Intern Education Specialist Credential. She will be placed at Buri Buri Elementary School as a Special Education Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1

Ng, Gina, Education Preparation: San Francisco State University with a BA degree. Ms. Ng holds a Multiple Subject Credential. She will be placed at Los Cerritos Elementary School as a 2nd Grade Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-5.

Engelbart, Haley, Education Preparation: California State University East Bay with a BA degree. Ms. Engelbart holds a Intern Multiple Subject Credential. She will be placed at Martin Elementary School as a 2nd Grade Teacher on a Probationary contract effective August 9, 2021. Salary placement: E-1.

Broughton, Markenya, Education Preparation: San Francisco State University with a BA degree. Ms. Broughton holds a Intern Education Specialist Credential. She will be placed at Skyline Elementary School as a Special Education Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1

Garcia, Rudy, Education Preparation: Patten University with a BA degree. Mr. Garcia holds a Multiple Subject Credential. He will be placed at Spruce Elementary School as a 3rd Grade Teacher on a Temporary contract effective August 9, 2021. Salary placement: C-3.

Gonzalez, Monica, Education Preparation: San Francisco State University with a MA degree. Ms. Gonzalez holds a Multiple Subject Credential. She will be placed at Spruce Elementary School as a 4th Grade Teacher on a Probationary contract effective August 9, 2021. Salary placement: FM-4.

Shpizner, Cara, Education Preparation: University of San Francisco with a MA degree. Ms. Shpizner holds a Multiple Subject Credential. She will be placed at Sunshine Gardens Elementary School as a RTI on a Probationary contract effective August 9, 2021. Salary placement: DM-5.

Molina-Guzman, Jessica, Education Preparation: San Francisco State University with a BA degree. Ms. Molina-Guzman holds an Intern Multiple Subject Credential. She will be placed at Sunshine Gardens Elementary School as a 5th Grade Teacher on a Temporary contract effective August 9, 2021. Salary placement: C-1.

Borisoff, Chiaki, Education Preparation: San Francisco State University with a BA degree. Ms. Borisoff holds a Preliminary Single Subject Credential. She will be placed at Alta Loma Middle School as a English Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Piccininni, Nicolas, Education Preparation: San Francisco State University with a BA degree. Mr. Piccininni holds a Preliminary Single Subject Credential. He will be placed at Alta Loma Middle School as a Physical Education Teacher on a Temporary contract effective August 9, 2021. Salary placement: C-1.

Valdez, Everardo, Education Preparation: University of California Davis with a BA degree. Mr. Valdez holds a Preliminary Single Subject Credential. He will be placed at Alta Loma Middle School as a Math Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Kopf, Amber, Education Preparation: University of La Verne with a MA degree. Ms. Kopf holds a Multiple Subject Credential. She will be placed at Parkway Heights Middle School as a English Teacher on a Temporary contract effective August 9, 2021. Salary placement: FM-8.

Walton, Megan, Education Preparation: California State University Chico with a BA degree. Ms. Walton holds a Preliminary Single Subject Credential. She will be placed at Parkway Heights Middle School as a Social Studies Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Albert-Hall, Ashlynn, Education Preparation: University of California Davis with a BA degree. Ms. Albert-Hall holds a Preliminary Single Subject Credential. She will be placed at Westborough Middle School as a English Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Marzan, Jace, Education Preparation: University of San Francisco with a MA degree. Mr. Marzan holds a Pupil Personnel Services Credential. He will be placed at Westborough Middle School as a Counselor on a Probationary contract effective August 9, 2021. Salary placement: EM-1.

Ziegler, Kaitlyn, Education Preparation: University of Virginia with a MA degree. Ms. Ziegler holds a Pupil Personnel Services Credential. She will be placed at Westborough Middle School as a Counselor on a Probationary contract effective August 9, 2021. Salary placement: FM-5.

Fanourgiakis, Petros, Education Preparation: San Francisco State University with a BA degree. Mr. Fanourgiakis holds a Intern Ed Specialist Credential. He will be placed at El Camino High School as a Special Education Teacher on a Probationary contract effective August 9, 2021. Salary placement: E-4.

Rehder, Jill, Education Preparation: California State University Fresno with a MA degree. Ms. Rehder holds a Single Subject Credential. She will be placed at El Camino High School as a Art Teacher on a Probationary contract effective August 9, 2021. Salary placement: DM-3.

McDonald, Rachel, Education Preparation: San Francisco State University with a MA degree. Ms. McDonald holds a Single Subject Credential. She will be placed at El Camino High School as a English Teacher on a Probationary contract effective August 9, 2021. Salary placement: FM-5.

Duchan, Jason, Education Preparation: California State University Los Angeles with a MA degree. Mr. Duchan holds a Single Subject Credential. He will be placed at El Camino High School as a Art Teacher on a Probationary contract effective August 9, 2021. Salary placement: FM-5.

Culpepper, Veronica, Education Preparation: Massachusetts Institute of Technology with a MA degree. Ms. Culpepper holds a Single Subject Credential. She will be placed at El Camino High School as a Math Teacher on a Probationary contract effective August 9, 2021. Salary placement: FM-1.

Dias, Vanessa, Education Preparation: San Francisco State University with a BA degree. Ms. Dias holds a Intern Ed Specialist Credential. She will be placed at El Camino High School as a Special Education Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Tullio, Victoria, Education Preparation: California State University Chico with a BA degree. Ms. Tullio holds a Single Subject Credential. She will be placed at South San Francisco High School as a Math Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Becerra, Victor, Education Preparation: San Francisco State University with a BA degree. Mr. Becerra holds a Intern Single Subject Credential. He will be placed at South San Francisco High School as a Social Science Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Sherwood, Kerri, Education Preparation: Middle Tennessee State University with a BA degree. Ms. Sherwood holds a Single Subject Credential. She will be placed at South San Francisco High School as a English Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-3.

Pham, Helen, Education Preparation: Notre Dame University with a MA degree. Ms. Pham holds a Ed Specialist Credential. She will be placed at South San Francisco High School as a Special Education Teacher on a Probationary contract effective August 9, 2021. Salary placement: DM-4.

Navarro, Christian, Education Preparation: San Francisco State University with a MA degree. Mr. Navarro holds a Pupil Personnel Services Credential. He will be placed at South San Francisco High School as a Counselor on a Probationary contract effective August 9, 2021. Salary placement: FM-10.

Li, Qinghua, Education Preparation: Nanyang Technology University Singapore with a BA degree. Ms. Li holds a Single Subject Credential. She will be placed at South San Francisco High School as a Math Teacher on a Probationary contract effective August 9, 2021. Salary placement: D-1.

Deal, Niomi, Education Preparation: University of Southern California with a MA degree. Ms. Deal holds a Single Subject Credential. She will be placed at South San Francisco High School as a English Teacher on a Probationary contract effective August 9, 2021. Salary placement: DM-1.

Eldridge-Appleseed, Ronnie, Education Preparation: University of California Santa Cruz with a BA degree. Mr. Eldridge-Appleseed holds a Single Subject Credential. He will be placed at South San Francisco High School as a Biology Teacher on a Probationary contract effective August 9, 2021. Salary placement: C-1.

Deal, Niomi, Education Preparation: University of Southern California with a MA degree. Ms. Deal holds a Single Subject Credential. She will be placed at South San Francisco High School as a English Teacher on a Probationary contract effective August 9, 2021. Salary placement: DM-1.

Sims, Guinevere, Education Preparation: Alliant University with a MA degree. Ms. Sims holds a Pupil Personnel Services Credential. She will be placed at the Special Education Department as a School Psychologist on a Probationary contract effective August 9, 2021. Salary placement: P-1.

Gonzalez, Angel, Education Preparation: University of La Verne with a MA degree. Mr. Gonzalez holds a Pupil Personnel Services Credential. He will be placed at the Special Education Department as a School Psychologist on a Probationary contract effective August 9, 2021. Salary placement: P-2.

Phan, Lisa, Education Preparation: California State University Los Angeles with a MA degree. Ms. Phan holds a Pupil Personnel Services Credential. She will be placed at the Special Education Department as a School Psychologist on a Probationary contract effective August 9, 2021. Salary placement: P-2.

Preciado, Rosa, Education Preparation: California State University East Bay with a MA degree. Ms. Preciado holds a Pupil Personnel Services Credential. She will be placed at the Special Education Department as a Speech and Language Pathologist on a Probationary contract effective August 9, 2021. Salary placement: SLP-5.

Japson, Katrina, Education Preparation: San Francisco State University with a MA degree. Ms. Japson holds a Pupil Personnel Services Credential. She will be placed at the Special Education Department as a Speech and Language Pathologist on a Probationary contract effective August 9, 2021. Salary placement: SLP-2.

Baron, Meagan, Education Preparation: San Francisco State University with a MA degree. Ms. Baron holds a Pupil Personnel Services Credential. She will be placed at the Special Education Department as a Speech and Language Pathologist on a Probationary contract effective August 9, 2021. Salary placement: SLP-1.

CERTIFICATED TEMP REHIRE 2021-2022

Beltran, Isaul, a teacher at Sunshine Gardens Elementary School, effective August 9, 2021.

Jures, Delaney a teacher at Skyline Elementary School, effective August 9, 2021.

Dumpit, Gary, a Teacher at Skyline Elementary School, effective August 9, 2021.

Lis, Victoria, a Teacher at Martin Elementary School, effective August 9, 2021.

TRANSFER

Wells, Neesha, from Ponderosa Elementary School to Monte Verde Elementary School, effective August 9, 2021.

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

Espiritu, Kate, from Westborough Middle School to El Camino High School, effective August 9, 2021.

Kukrall, Kaitlyn, from El Camino High School to South San Francisco High School, effective August 9, 2021.

ADJUST ASSIGNMENT

O'Brien, Judith, a teacher at El Camino High School, from 1 FTE to .80 FTE, effective August 9, 2021.

Corker, Jonathan, a teacher at Sunshine Gardens Elementary, from 2nd Grade Teacher to RTI, effective August 9, 2021.

Ong, Kally, a teacher at South San Francisco High School, from Math Teacher to Counselor, effective August 9, 2021.

UNPAID LEAVE OF ABSENCE

Mendez De Durfee, Alicia a teacher at El Camino High School, effective August 9, 2021 through May 27, 2022.

RESIGNATION

Connolly, Sarah, a Teacher at Alta Loma Middle School, effective July 21, 2021.

Reichle, Michael, a Principal at Alta Loma Middle School, effective July 1, 2021.

Gerdes, Brianna, a Teacher at Ponderosa Elementary School, effective July 1, 2021.

Veser, Jodi, a Teacher at Spruce Elementary School, effective June 1, 2021.

O'Rourke, Kory, a Teacher at South San Francisco High School, effective July 15, 2021.

Nasr, Sarah, a Teacher at South San Francisco High School, effective August 2, 2021.

Wong, Yaelan, Big Lift Supervisor at the District Office, effective July 22, 2021.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Huynh, Jennifer, Athletic Trainer, South San Francisco High School, 7.5 hours per day, Range 38, Step 3, effective August 3, 2021.

Guglielmoni, Gina, Athletic Trainer, El Camino High School, 7.5 hours per day, Range 38, Step 3, effective August 3, 2021.

Magsaysay, Maria, Paraprofessional II – Special Education, Martin Elementary School, 6.0 hours per day, Range 29, Step 4, effective August 11, 2021.

Fernandez, Rhoda, Paraprofessional II – Special Education, Skyline Elementary School, 6.0 hours per day, Range 29, Step 3, effective August 11, 2021.

Gregor-Navarro, Miryan, Paraprofessional II – Special Education, Spruce Elementary School, 6.0 hours per day, Range 29, Step 3, effective August 11, 2021.

Echavez La Rocca, Myla, Paraprofessional I – Special Education, Los Cerritos Elementary School, 6.0 hours per day, Range 26, Step 5, effective August 11, 2021.

Lee, Jonathan, Paraprofessional II – Special Education, South San Francisco High School, 6.0 hours per day, Range 29, Step 3, effective August 11, 2021.

Nava, Guadalupe, Paraprofessional I – Bilingual, Spruce Elementary School, 6.0 hours per day, Range 25, Step 4, effective August 11, 2021.

PROMOTION

Haver, Lisa, School Office Assistant, Buri Buri Elementary School, 6.0 hours per day, Range 30, Step 3, effective August 11, 2021

Torres, Carmen, School Administrative Assistant I, Baden High School, 7.5 hours per day, Range 38, Step 2, effective July 26, 2021

Egan, Colleen, School Support Secretary II, El Camino High School, 7.5 hours per day, Range 38, Step 5, effective July 29, 2021

TRANSFER

Mathiesen, Maryanne, Paraprofessional II – Special Education, transfer from Adult Education to South San Francisco High School, 6.0 hours per day, Range 29A, Step 5, effective August 11, 2021.

Reyes Zamora, Patricia, Paraprofessional II – Special Education, transfer from Los Cerritos Elementary to Martin Elementary School, 6.0 hours per day, Range 29B, Step 4, effective August 11, 2021.

RELEASE FROM PROBATION

EIN 9337, Paraprofessional I – Special Education, South San Francisco High School, 6.0 hours per day, Range 26, Step 2, effective July 20, 2021.

ADMINISTRATIVE TRANSFER

Bailey, Bridgette, Paraprofessional II – Special Education, transfer from Westborough Middle School to El Camino High School, 6.25 hours per day, Range 29A, Step 5, effective August 11, 2021.

Bactad, Nenita, Paraprofessional II – Special Education, transfer from Alta Loma Middle School to South San Francisco High School, 6.0 hours per day, Range 29, Step 5, effective August 11, 2021.

Lillo, Karen, Nutrition Services Lead II, transfer from South San Francisco High School to District Office (Rover), 7.5 hours per day, Range 38H A, Step 5, effective August 11, 2021.

Bedolla, Emelia, Nutrition Services Assistant I, transfer from South San Francisco High School to El Camino High School, 4.25 hours per day, Range 25H A, Step 5, effective August 11, 2021.

Garcia, Stephanie, Nutrition Services Assistant I, transfer from Alta Loma Middle School to South San Francisco High School, 2.5 hours per day, Range 25H, Step 5, effective August 11, 2021.

Susoff-Pon, Nancy, Paraprofessional I – Special Education, transfer from Junipero Serra Elementary School to Westborough Middle School, 6.0 hours per day, Range 26A, Step 5, effective August 11, 2021.

Perlas, Carmen, Paraprofessional II – Special Education, transfer from Hillside Preschool to Alta Loma Middle School, 6.0 hours per day, Range 29A, Step 5, effective August 11, 2021.

Sharma, Kiran, Paraprofessional II – Special Education, transfer from District Office (Itinerant) to Sunshine Gardens Elementary School, 6.0 hours per day, Range 29, Step 5, effective August 11, 2021.

RESIGNATION

Nayudu, Anuradha, Paraprofessional II – Special Education, South San Francisco High School, 6.0 hours per day, Range 29, Step 2, effective May 28, 2021.

Contreras, Cameron, Paraprofessional I – Special Education, South San Francisco High School, 6.0 hours per day, Range 26, Step 2, effective May 28, 2021.

Cooper, Keli, School Support Secretary II, El Camino High School, 7.5 hours per day, Range 38, Step 5, effective June 4, 2021.

Santos, Martin, Educational Data Analyst, District Office, 7.5 hours per day, Range 50, Step 5, effective July 2, 2021.

Luna, Cesar, Custodian I, South San Francisco High School, 8.0 hours per day, Range 33, Step 3, effective July 22, 2021.

Rodriguez, Jocelyn, Paraprofessional I – Bilingual, South San Francisco High School, 6.0 hours per day, Range 25, Step 4, effective July 28, 2021.

Ochoa, Shanna, Accounting Technician – Nutrition Services, District Office, 7.5 hours per day, Range 40, Step 5, effective July 30, 2021.

TEMPORARY OUT OF CLASS PAY

Nguyen, Van, Acting Locksmith, District Office, 8.0 hours per day, Range 50A, Step 5, effective July 6, 2021 through July 25, 2021.

TEMPORARY INCREASE IN HOURS

Sazio, Susan, Campus Security, Westborough Middle School, 5.0 to 7.0 hours per day, Range 29A, Step 5, effective August 11, 2021 through May 26, 2022.

Alvarez, Dora, Office Assistant, Ponderosa Elementary School, 4.5 to 5.5 hours per day, Range 30A, Step 5, effective August 11, 2021 through May 26, 2022.

Garcia, Teresa, Paraprofessional I - Bilingual, Martin Elementary School, 5.0 to 6.0 hours per day, Range 25A, Step 5, effective August 11, 2021 through May 26, 2022.

Ramirez, Elizabeth, Paraprofessional I - Bilingual, Los Cerritos Elementary School, 3.0 to 5.0 hours per day, Range 25, Step 4, effective August 11, 2021 through May 26, 2022.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 12, 2021

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of July 2021.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

**TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT –
ACCEPTANCE OF GIFTS FOR JULY 2021.**

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

\$3,000 – Non-monetary donation from Genentech valued at \$3,000 to SSFUSD's Title I schools. Donations will be purchased from Office Depot in support of student and school needs.

\$100 from CyberGrants – Johnson & Johnson to Ponderosa Elementary School in support of student and school needs.

\$200 from CyberGrants – Johnson & Johnson to Ponderosa Elementary School in support of student and school needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 12, 2021

RE: Approval of 2021-22 Fundraisers

BACKGROUND:

Each year, the Board of Trustees approves all fund-raisers to be held on behalf of the schools and students of the District. 2021-22 will be a unique year due to the COVID-19 pandemic. The approval of these school fundraisers is only valid if the school returns to the traditional in-person learning model or done online.

The following fund-raisers are being submitted for approval:

Monte Verde Elementary

ASB Monte Verde Walk-A-Thon – Commencing October 2021.

El Camino High School

Class of 2022 Football T-Pumps Fundraiser – Boba T-Pumps to sell at the Colt Field on Friday, August 27, 2021, from 6:30 p.m. to 8:00 p.m.

Senior Sunrise – Class of 2022 will be watching the sunrise at the Colt Field on August 27, 2021, at 6:30 a.m.

Senior Spirit Package – Packages will include shirts, bandanas, and more on August 13 through the 27, 2021 during lunch and afterschool.

T-Pumps Fundraiser – Boba T-Pumps to sell afterschool on Friday, August 13, 2021, from 3:00 p.m. to 4:30 p.m.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 12, 2021

RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

\$21,500	Infinity Communications and Consulting, Inc. –The company helps secure funding for the schools and libraries universal service support program, commonly known as the E-rate Program. This agreement will be extended to June 30, 2022.
\$17,017.65	ACT Enviro – Pickup, transport, and disposal of hazardous chemical waste from drums at three SSFUSD sites.

District Office – Educational Services

\$2,535	Lauren Stoll – Co-facilitator for a 1-day workshop for the introduction to the SCALE Stanford NGSS Integrated Curriculum: An Exploration of a Multidimensional World. Commencing August 2021.
\$2,535	Arash Jamshidi - Co-facilitator for a 1-day workshop for the introduction to the SCALE Stanford NGSS Integrated Curriculum: An Exploration of a Multidimensional World. Commencing August 2021.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: August 12, 2021

RE: New and Updated Board Policies - *1ST Reading*

BACKGROUND:

The following Board Policies are new or been updated to keep the District in compliance with Education Code and State laws.

1. BP 0400 - Comprehensive Plans
2. BP 0460 - Local Control and Accountability Plan
3. BP 0500 - Accountability
4. BP 1113 - District and School Websites
5. BP 3513.4 - Drug and Alcohol Free Schools
6. BP 5001 - Equity/Students
7. BP 6158 – Independent study
8. BP 7310 – Renaming a Facility

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees discuss, consider any possible changes, and approve with the second reading waived.

**PROPOSED
First Reading
08/12/2021**

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0400(a)

COMPREHENSIVE PLANS

The Governing Board believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement, provide stability in district operations, and be aligned to ensure consistency among district approaches for student academic growth and achievement.

Comprehensive plans adopted by the district shall include the local control and accountability plan (LCAP) and other plans required by law or determined by the Board to be in the best interest of the district. Such plans may describe anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 1112 - Media Relations)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

The process for developing comprehensive plans shall include broad participation of school and community representatives. Committees may, and when required by law shall, be appointed to assist in the development of such plans. District comprehensive plans are subject to review and approval by the Board.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 6020 - Parent Involvement)
(cf. 9130 - Board Committees)

COMPREHENSIVE PLANS (continued)

School-level plans may be developed to meet the unique circumstances of individual school sites provided that they are consistent with law, Board policies, district administrative regulations, the district vision, the LCAP, and other districtwide plans. School plans shall be subject to review and approval of the Superintendent or designee, except when law or Board policy requires Board approval of the plan.

(cf. 0420 - School Plans/Site Councils)

Comprehensive plans shall be available to the public, and shall be reviewed and updated at regular intervals as specified within the plan or required by law.

Legal Reference:

EDUCATION CODE

32280-32289 *School safety plans*

35035 *Powers and duties of the superintendent*

35291 *Rules (power of governing board)*

39831.3 *Transportation safety plan*

52060-52077 *Local control and accountability plan*

56195-56195.10 *Comprehensive local plans for special education*

56205-56208 *Requirements for special education plan*

64001 *Single school plan for student achievement, consolidated application programs*

CODE OF REGULATIONS, TITLE 5

560 *Civil defense and disaster preparedness plans*

UNITED STATES CODE, TITLE 20

6312 *Local educational agency plan*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

(6/85 2/98) 10/17

Policy Reference UPDATE Service

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CURRENT

South San Francisco USD

Board Policy

Comprehensive Plans

BP 0400

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement and provide stability in district operations.

The Superintendent or designee shall develop comprehensive plans for the implementation of the district's vision and goals, on specific policy topics and on other areas as required by law. As appropriate, comprehensive plans may describe, but not be limited to, anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0500 - Accountability)
(cf. 1112 - Media Relations)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
(cf. 6171 - Title I Programs)
(cf. 6190 - Evaluation of the Instructional Program)
(cf. 7110 - Facilities Master Plan)

Comprehensive plans may be subject to review and approval by the Board.

The process for developing comprehensive plans shall invite broad participation of school and community representatives. Committees may be appointed to assist in the development of plans. Comprehensive plans shall be available to the public and shall be reviewed at regular intervals as specified within the plan.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 6020 - Parent Involvement)
(cf. 9130 - Board Committees)

In addition, school-level plans may be developed to meet the unique circumstances of individual school sites provided that they are consistent with law, district vision, Board policies, administrative regulations and districtwide plans. School plans may be subject to review and approval of the Superintendent or designee and/or the Board.

(cf. 0420 - School Plans/Site Councils)
(cf. 0420.1 - School-Based Program Coordination)

Legal Reference:

EDUCATION CODE

35035 Powers and duties of Superintendent

35291 Rules (power of governing board)

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996

WEB SITES

CSBA: <http://www.csba.org>

NEW
First Reading
08/12/2021

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0460(a)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP) based on the template adopted by the State Board of Education, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students, or as otherwise defined by the Superintendent of Public Instruction (SPI). (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Board shall hold at least one 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 LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities, and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

If the SPI identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)*Legal Reference:*EDUCATION CODE*305-306 English language education**17002 State School Building Lease-Purchase Law, including definition of good repair**33430-33436 Learning Communities for School Success Program; grants for LCAP implementation**41020 Audits**42127 Public hearing on budget adoption**42238.01-42238.07 Local control funding formula**44258.9 County superintendent review of teacher assignment**48985 Parental notices in languages other than English**51210 Course of study for grades 1-6**51220 Course of study for grades 7-12**52052 Numerically significant student subgroups**52060-52077 Local control and accountability plan**52302 Regional occupational centers and programs**52372.5 Linked learning pilot program**54692 Partnership academies**60119 Sufficiency of textbooks and instructional materials; hearing and resolution**60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission**60811.3 Assessment of language development**64001 Single plan for student achievement**99300-99301 Early Assessment Program*CODE OF REGULATIONS, TITLE 5*15494-15497 Local control and accountability plan and spending requirements*UNITED STATES CODE, TITLE 20*6312 Local educational agency plan**6826 Title III funds, local plans*

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California School Dashboard: <http://www.caschooldashboard.org>

(4/15 3/17) 10/17

**PROPOSED
First Reading
08/12/2021**

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0500(a)

ACCOUNTABILITY

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of the district and each district school. The Board shall regularly review the effectiveness of district–programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals set forth in the local control and accountability plan (LCAP).

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 3460 - Financial Reports and Accountability)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6190 - Evaluation of the Instructional Program)
(cf. 9400 - Board Self-Evaluation)

District and school performance shall be annually evaluated based on multiple measures specified in the California Accountability and Continuous Improvement System as reported on the California School Dashboard.

(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

ACCOUNTABILITY (continued)

The district's alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, community day schools, and nonpublic, nonsectarian schools pursuant to Education Code 56366, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052, 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The district and each district school shall demonstrate comparable improvement in academic achievement for all numerically significant student subgroups. Numerically significant Subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students. (Education Code 52052)

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the LCAP.

(cf. 0510 - School Accountability Report Card)
(cf. 1100 - Communication with the Public)
(cf. 1113 - District and School Web Sites)
(cf. 1112 - Media Relations)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

ACCOUNTABILITY (continued)

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

(cf. 0400 - Comprehensive Plans)

(cf. 0420 - School Plans/Site Councils)

(cf. 4141/4241 - Collective Bargaining Agreement)

*Legal Reference:*EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability

33400-33407 California Department of Education evaluation of district programs

44660-44665 Evaluation of certificated employees

51041 Evaluation of the educational program

52052-52052.1 Public school performance accountability program

52060-52077 Local control and accountability plan

56366 Nonpublic, nonsectarian schools

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model, assessments

15440-15464 Standards and criteria for fiscal accountability

UNITED STATES CODE, TITLE 20

6311 Accountability, state plan

6312 Local educational agency plan

CODE OF FEDERAL REGULATIONS, TITLE 34

200.12-200.24 State accountability system

200.30-200.48 State and LEA report cards and plans

*Management Resources:*WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

California School Dashboard: <http://www.caschooldashboard.org>

U.S. Department of Education: <http://www.ed.gov>

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Policy Reference UPDATE Service

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August 12, 2021

CURRENT

South San Francisco USD

Board Policy

Accountability

BP 0500

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish systems and processes to monitor results and to evaluate the district's progress toward accomplishing the district's vision and goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 3460 - Financial Accountability and Reports)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6190 - Evaluation of the Instructional Program)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

The Board and the Superintendent shall agree upon appropriate measures of district, school, and student performance and shall establish a schedule for providing regular reports to the Board and the public regarding district progress.

(cf. 0510 - School Accountability Report Card)
(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)

Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of the review and evaluation of district programs and operations.

(cf. 6020 - Parent Involvement)

Indicators of district progress in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) established by the state's accountability system.
August 12, 2021 Page 9
Information/Discussion

system and measures of "adequate yearly progress" (AYP) required under the federal accountability system.

(cf. 0520.1 - High Priority Schools Grant Program)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of each school's annual ranking. (Education Code 52056)

This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by school, grade, and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.

(cf. 3553 - Free and Reduced Price Meals)

Evaluation results may be used as a basis for identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

Legal Reference:

EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability

33400-33407 CDE evaluation of district programs

44660-44665 Evaluation of certificated employees

51041 Evaluation of the educational program

52050-52059 Public Schools Accountability Act

60640-60649 Standardized Testing and Reporting Program

CODE OF REGULATIONS, TITLE 5

15440-15463 Standards and criteria for fiscal accountability

UNITED STATES CODE, TITLE 20

6311 Accountability, adequate yearly progress

6312 Local educational agency plan

6316 School and district improvement

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements

200.52-200.53 District improvement

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

**PROPOSED
First Reading
08/12/2021**

CSBA Sample Board Policy

Community Relations

BP 1113(a)

DISTRICT AND SCHOOL WEB SITES

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school web sites. The use of district and school web sites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

(cf. 0000 - Vision)

(cf. 0440 - District Technology Plan)

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6020 - Parent Involvement)

Design Standards

The Superintendent or designee shall establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use. A U.S. Department of Justice technical assistance publication, Accessibility of State and Local Government Websites to People with Disabilities, states that an agency with a web site that is otherwise inaccessible to individuals with disabilities may meet its legal obligations by providing an alternative accessible way for them to use the programs or services (e.g., a staffed telephone information line), but points out that these alternatives are unlikely to provide an equal degree of access in terms of hours of operation or range of options and programs available. See the accompanying administrative regulation for accessibility guidelines.

The district's design standards shall address the accessibility of district **and school** web sites to individuals with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

DISTRICT AND SCHOOL WEB SITES (continued)

Web Site Content

The Superintendent or designee shall develop content guidelines for district and school web sites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school web sites.

(cf. 1325 - Advertising and Promotion)

Privacy Rights

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school web sites.

(cf. 1340 - Access to District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Note: The following **optional** paragraph may be revised to reflect district practice. The district should carefully consider whether to place personally identifiable information on district or school web sites since release of such information may put individuals, including students, at risk and also may violate Education Code 49073 which prohibits disclosure of student directory information to any private profit-making entity; see BP/AR/E 5125.1 - Release of Directory Information.

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school web sites.

(cf. 5125.1 - Release of Directory Information)

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her name, may be published on district or school web sites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

DISTRICT AND SCHOOL WEB SITES (continued)

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district web sites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school web sites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school web sites without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

No public safety official shall be required to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or his/her family. (Government Code 3307.5)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for advertising

35258 Internet access to school accountability report cards

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49061 Definitions, directory information

49073 Release of directory information

60048 Commercial brand names, contracts or logos

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586 Preschool and prekindergarten privacy

DISTRICT AND SCHOOL WEB SITES (continued)

Legal Reference: (continued)

GOVERNMENT CODE

3307.5 Publishing identity of public safety officers

6254.21 Publishing addresses and telephone numbers of officials

6254.24 Definition of public safety official

11135 Nondiscrimination; accessibility to state web sites

PENAL CODE

14029.5 Prohibition against publishing personal information of person in witness protection program

UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright

504 Penalties for copyright infringement

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 29

705 Definitions; Vocational Rehabilitation Act

794 Section 503 of the Rehabilitation Act of 1973; accessibility to federal web sites

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

104.1-104.61 Nondiscrimination on the basis of disability

COURT DECISIONS

City of San Jose v. Superior Court, (2017) 2 Cal.5th 608

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Management Resources:

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, May 26, 2011

Joint Dear Colleague Letter: Electronic Book Readers, June 2010

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Web Accessibility Standards:

<http://www.cde.ca.gov/re/di/ws/webaccessstds.asp>

California School Public Relations Association: <http://www.calspra.org>

U.S. Department of Education, Office for Civil Rights: <https://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Americans with Disabilities Act: <http://www.ada.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

(7/07 7/11) 10/17

Policy Reference UPDATE Service

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August 12, 2021

CURRENT

South San Francisco USD

Board Policy

District And School Web Sites

BP 1113

Community Relations

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the development and ongoing maintenance of district and school web sites. Web sites shall be aligned with the district's plans for communications and media relations.

(cf. 0000 - Vision)
(cf. 0440 - District Technology Plan)
(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1230 - School-Connected Organizations)
(cf. 1260 - Educational Foundation)
(cf. 4040 - Employee Use of Technology)
(cf. 6020 - Parent Involvement)

The Superintendent or designee may establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

Content

The Superintendent or designee shall develop content guidelines for district and school web sites. These guidelines shall be consistent with law, Board policy, and administrative regulation.

Staff, students, or other persons may submit materials for web publication to the district or school webmaster who shall ensure that the content adheres to district guidelines and policies.

(cf. 6145.5 - Student Organization and Equal Access)

District and school web sites shall not include content that is obscene, libelous, or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts, violate school rules, or substantially disrupt the school's orderly operation.

(cf. 5145.2 - Freedom of Speech/Expression)

The Superintendent or designee should ensure that copyright laws are not violated in the use of material on district or school web sites.

(cf. 4132/4232/4332 - Publication or Creation of Materials)
(cf. 6162.6 - Use of Copyrighted Materials)

Any links to external web sites shall support the educational mission and shall include a disclaimer that the district is not responsible for the content of external web sites.

Advertising on district or school web sites may be accepted under the same restrictions and conditions set forth in law, Board policy, and administrative regulations pertaining to advertising in district and school-sponsored publications.

(cf. 1325 - Advertising and Promotion)
(cf. 3312 - Contracts)

Privacy Rights

The Superintendent or designee shall ensure that web site content protects the privacy rights of students, parents/guardians, staff, Board members, and other individuals.

(cf. 1340 - Access to District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Phone numbers, home addresses, and email addresses of students or their parents/guardians shall not be published on a district or school web page.

(cf. 5125.1 - Release of Directory Information)

Other directory information including, but not limited to, photographs of individual students with their names may be published except when the student's parent/guardian has notified the district in writing to not allow the release of the student's photograph without prior written consent in accordance with BP/AR 5125.1 - Release of Directory Information. Photographs of groups of students, such as at a school event, may be published provided that students' names are not included.

Home addresses or telephone numbers of staff members shall not be posted.

No public safety official shall be required as a condition of employment to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or his/her family. (Government Code 3307.5)

District and school web sites shall not post the home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for advertising

35258 Internet access to school accountability report cards

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49061 Definitions, directory information

49073 Release of directory information

60048 Commercial brand names, contracts or logos

GOVERNMENT CODE

3307.5 Publishing identity of public safety officers

6254.21 Publishing addresses and phone numbers of officials

6254.24 Definition of public safety official

UNITED STATES CODE, TITLE 17

101-1101 Federal copyright law

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

COURT DECISIONS

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37

Board of Education, Island Trees Union Free School District, et.al. v. Pico, (1982) 457 U.S. 853

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Community Leadership, 1996

WEB SITES

CSBA: <http://www.csba.org>

California School Public Relations Association: <http://www.calspra.org>

National School Public Relations Association: <http://www.nspra.org>

Policy
adopted: November 18, 2010

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
South San Francisco, California

NEW
First Reading
08/12/2021

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3513.4(a)

DRUG AND ALCOHOL FREE SCHOOLS

The Governing Board recognizes the need to keep district schools free of drugs and alcohol in order to create a safe and healthy environment conducive to learning and promote student health and well-being. The Board prohibits the possession, use, or sale of drugs and alcohol at any time in district-owned or leased buildings, on district property, and in district vehicles, unless otherwise permitted by law.

(cf. 1325 - Advertising and Promotion)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 6142.8 - Comprehensive Health Education)

The following substances are prohibited on all district property:

1. Any substance which may not lawfully be possessed, used, or sold in California
2. Cannabis or cannabis products (Health and Safety Code 11362.3; 21 USC 812, 844)
3. Alcoholic beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code 25608

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)

DRUG AND ALCOHOL FREE SCHOOLS (continued)

Prescription medication, except for prescribed cannabis, may be administered at school in accordance with law, district policy and regulations, and written statements by the parent/guardian and the student's authorized health care provider as applicable.

(cf. 5141.21 - Administering Medications and Monitoring Health Conditions)

Information about the district's drug- and alcohol-free schools policy and the consequences for violations shall be communicated clearly to employees, parents/guardians, students, and the community.

Enforcement/Discipline

The Superintendent or designee shall take appropriate action to eliminate the possession, use, or sale of alcohol and other drugs and related paraphernalia in district facilities, on district property, in district vehicles, or at school-sponsored activities. As appropriate, he/she may direct anyone violating this policy to leave school property and/or refer the matter to law enforcement.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

(cf. 5145.12 - Search and Seizure)

Students and employees who violate the terms of this policy may be subject to discipline and/or referred to assistance programs in accordance with law and Board policy.

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

(cf. 4117.7/4217.7/4317.7 - Employment Status Reports)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

DRUG AND ALCOHOL FREE SCHOOLS (continued)

Legal Reference:

EDUCATION CODE

44940 Compulsory leave of absence for certificated persons
44940.5 Procedures when employees are placed on compulsory leave of absence
45123 Employment after conviction of controlled substance offense
45304 Compulsory leave of absence for classified persons
48900 Suspension or expulsion (grounds)
48900.5 Suspension, limitation on imposition; exception
48901 Smoking or use of tobacco prohibited
48901.5 Prohibition of electronic signaling devices
48902 Notification of law enforcement authorities; civil or criminal immunity
48909 Narcotics or other hallucinogenic drugs
48915 Expulsion; particular circumstances

BUSINESS AND PROFESSIONS CODE

25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

8350-8357 Drug-free workplace

HEALTH AND SAFETY CODE

11053-11058 Standards and schedules
11353.6 Juvenile Drug Trafficking and Schoolyard Act
11362.1 Possession and use of cannabis, persons age 21 and over
11362.3 Limitations on possession and use of cannabis
11362.79 Limitations on medical use of cannabis
104559 Tobacco use prohibition

PENAL CODE

13860-13864 Suppression of drug abuse in schools

VEHICLE CODE

13202.5 Drug and alcohol related offenses by person under age of 21, but aged 13 or over;

UNITED STATES CODE, TITLE 20

7101-7122 Student Support and Academic Enrichment Grants

UNITED STATES CODE, TITLE 21

812 Schedules of controlled substances
844 Penalties for possession of controlled substance

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

COURT DECISIONS

Ross v. RagingWire Telecommunications, Inc., 42 Cal. 4th 920 (2008)

10/17

PROPOSED First Reading

Board Policy

Equity

BP 5001

Students

Proposed – it is our obligation to eliminate practices that perpetuate negative impacts on student learning. The Board acknowledges educational equity is integral to the District’s overall mission and core values.

(cf. 0200 - Philosophy, Goals, Objectives and Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

Statement & Definition

It is unacceptable that the educational outcomes of students in our district are overwhelmingly predictable based on students’ race, socioeconomics, ethnicity or learning differences.

In South San Francisco Unified School District, equity is a means to ensure equal access to educational opportunity for all students by dismantling inequitable systems in order to minimize or eliminate the impact of disparities, available resources to prepare and study, and socio-cultural differences in achievement and performance so that all students may perform at optimum levels.

Definition: Equity, in SSFUSD, is defined as giving students what they need, when they need it to fulfill their potential.

The South San Francisco Unified School District is strongly committed to maintaining high expectations for all of its students and to eliminate historical barriers, persistent disparities in achievement, performance and socio-emotional adjustment among subgroups based on race, ethnicity, language, national origin, gender, sexual orientation, gender identity, gender expression, socio-economic status or disability.

Educational equity is a means of ensuring the decisions, policies and practices in our system are culturally sensitive and provide all students with access, opportunity, resources and support to: meet students’ individual needs to learn, grow, and develop in a safe and healthy environment; support all stakeholders in advocating for fairness; and ensure the ultimate outcome of all students becoming college, career and life ready.

The Board understands that:

1. Generalizing and stereotyping any group of people devalues their contributions to the District and community as a whole.
2. Achievement and opportunity gaps and disparate discipline that exists amongst student groups construct barriers that prevent students from realizing their fullest potential and is unacceptable.

Therefore, the Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional basis of district decisions, the Board shall consider whether its decisions address the needs of

August 12, 2021

Page 104
Information/Discussion

EDUCATIONAL EQUITY (continued)

students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students. All policies and practices will reflect the goals of eliminating gaps in access to educational opportunities for all of our students to ensure that they achieve academic success through their educational journeys.

1. The District will advance these goals by creating a culturally competent staff, maintaining uniformly high expectations for all, promoting rigorous curricula, promoting systems of curriculum, instruction, and assessment and professional learning opportunities, differentiating instruction, and maximizing access for all students to high-level educational opportunities. Given the urgency of this mission, the district is committed to emphasizing culturally responsive service delivery and consistently examining and monitoring policies, programs, practices, and written documents to ensure that they are consistent with these goals. Policies, programs and procedures are:
 - a. In the Board's section (move) Fair, consistent and prohibitive of actual or perceived inequitable or discriminatory acts based on disability, ethnicity, gender, gender expression, gender identity, immigration status, language, culture, ethnicity, parental status, race, religion, sexual orientation, socioeconomic status or association with a person or group with one or more of these actual or perceived characteristics; and
 - b. Aligned with long-term plans for implementing, reviewing and revising policies, programs and procedures that promote equity in the District in an effort to identify and remove systemic barriers that prevent students, staff and other stakeholders' full participation or access and benefits of District programs, services and activities.

Therefore, the Superintendent or designee shall ensure:

2. Financial and human resources are provided to support the work of staff, students, families and community groups in promoting equity and inclusion in our District. This includes analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to highly-qualified administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.
3. An active approach to recruit, develop and retain District staff, administrators and teachers will be utilized, so that the District reflects the cultural and ethnic background of students and the community.
4. District discipline policies shall be designed to mitigate disproportionality in exclusionary practices, suspensions and expulsions amongst all student groups based on disability, ethnicity, gender, gender expression, gender identity, immigration status, language, culture, ethnicity, parental status, race, religion, sexual orientation, socioeconomic status, cultural awareness, or association with a person or group with one or more of these actual or perceived characteristics.
5. District stakeholders are provided with fair and effective processes for resolving concerns and have the opportunity to challenge alleged inequitable practices with the expectation of remedy without fear of retribution. (cf. 1312.3 - Uniform Complaint Procedure)

EDUCATIONAL EQUITY (continued)

6. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities
7. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups.
8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices.

(cf. 4100 - Certificated Personnel) (cf. 4131 - Staff Development)

(cf. 4200 - Classified Personnel)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4300 - Administrative and Supervisory Personnel) (cf. 4331 - Staff Development)

(cf. 6173 - Education for Homeless Children)

(cf. 6174 - Education for English Language Learners) (cf. 6175 - Migrant Education Program)

(cf. 9240 - Board Development) **Legal References:** EDUCATION CODES

200 Educational Equity Purpose

201 Legislative Declarations and Intent (A-G)

210 Article 2. Definitions

220 Prohibition of Discrimination

234 - 234.5 Safe Place to Learn Act

32280 - 32289 School Safety Plans

51000 - 51009 George Miller, Jr. Education Act of 1968

51019 Definition of Philosophy

51020 Definition of Goal

51500 Prohibition of Instruction or Activity

51513 Personal Beliefs

52060 - 52077 Adoption of Local Control and Accountability Plan

60040 Portrayal of Cultural and Racial Diversity

60044 Prohibited Instructional Materials

CODE OF REGULATIONS, TITLE 5

5 CCR 3940 Maintenance of Effort

UNITED STATES CODES

20 U.S.C. 1400 et seq. Individuals with Disabilities in Education Act

20 U.S.C. 1681 et seq. Patsy Takemoto Equal Opportunity in Education Act

20 U.S.C. 2301 et seq. Carl D. Perkins Career and Technical Education Act of 2006

20 U.S.C. 5801 et seq. Education Flexibility Partnership Act of 1999

20 U.S.C. 6801 et seq. Technology for Education Act of 1994

29 U.S.C. 794 Nondiscrimination under Federal Grants and Programs

EDUCATIONAL EQUITY (continued)

42 U.S.C. 2000d Section 1-101, Section 1-102 et seq. Title VI, Civil Rights Act of 1964

42 U.S.C. 2000d-7 Civil rights remedies equalization

42 U.S.C. 12101-12213 Americans with Disabilities Act of 1990

CODE OF FEDERAL REGULATIONS

28 C.F.R. 35.101 Americans with Disabilities Act

34 C.F.R. 100-110 Chapter 1–Office for Civil Rights, Department of Education

OTHER PROFESSIONAL REFERENCES

Cincinnati PS Board Policy 2255 Equity and Excellence in Education (4/11/2016) Minneapolis PS

Policy 1304 Equity and Diversity (10/08/2013)

San Jose USD Equity Board Policy 0210 Philosophy, Goals, Objectives and Comprehensive Plans (5/13/2010)

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS: Dear

Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

CSBA PUBLICATIONS: Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Lindsey, R.P., Robins, K. N., & Terrell, R.D. (2009). *Cultural proficiency: A manual for school leaders*. (3rd Ed). Thousand Oaks, CA: Corwin.

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Gamut Online: <http://www.gamutonline.net/district/elkgrove/> APA: www.apa.org

Ed Glossary: www.edglossary.com

Cambridge Dictionary: www.dictionary.cambridge.org

National Education Association Diversity Toolkit Introduction: www.nea.org

CURRENT

South San Francisco USD

Board Policy

Equity

BP 5001

Students

Definition

Equity ensuring equal access to educational opportunity for all students by minimizing or eliminating the impact of disparities in abilities, levels of preparation, available resources and socio-cultural differences in achievement and performance so that all students may perform at optimum levels.

Equity Policy Statement South San Francisco Unified School District

The South San Francisco Unified School District is strongly committed to maintaining high expectations for all of its students and to eliminate persistent disparities in achievement, performance and socio-emotional adjustment among subgroups based on race, ethnicity, language, national origin, gender, sexual orientation, gender identity, gender expression, socio-economic status or disability. All policies and practices will reflect the goals of eliminating gaps in access to educational opportunities for all of our students to ensure that they achieve academic proficiency through their educational journeys. The district will advance these goals by creating a culturally competent staff, maintaining uniformly high expectations for all, promoting rigorous curricula, promoting systems of curriculum, instruction, and assessment and professional learning opportunities, differentiating instruction, and maximizing access for all students to high-level educational opportunities. Given the urgency of this mission, the district is committed to having a proper emphasis on culturally responsive service delivery and consistently examining and monitoring policies, programs, practices, and written documents to ensure that they are consistent with these goals.

All staff will understand how their positions contribute directly or indirectly to these goals, develop the knowledge and skills needed in their areas of influence to serve diverse students and families, and be accountable for implementing a plan that will achieve these goals. By purpose and design, the district will promote practices that provide each student with the academic, emotional and social supports needed to increase the achievement of underperforming subgroups at an accelerated rate while maintaining and increasing overall student performance. It is expected that the district will work with the broader community (the private sector, faith-based groups, community-based agencies and/or organizations, and higher education institutions, etc.) to work in concert to support all of our youth in achieving academic and social proficiency.

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: April 26, 2018 South San Francisco, California

August 12, 2021

PROPOSED First Reading 8/12/21

CSBA Sample Board Policy

Instruction

BP 6158(a)

INDEPENDENT STUDY

Note: Education Code 51745-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. **Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.**

Education Code 51747, **as amended by AB 130, mandates** that the Governing Board adopt a policy with specified **components requirements** as a condition of receiving state apportionments for independent study students. **In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.**

Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies, including loss of apportionment for independent study for districts found to be noncompliant.

Education Code 51749.5 **mandates** that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation; and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are

INDEPENDENT STUDY (continued)

unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. **(Education Code 51747, 51749.5)**

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

Note: Pursuant to Education Code 46300, **as amended by AB 130**, the attendance of students participating in independent study for **three five** or more consecutive school days will be included in computing average daily attendance for apportionment purposes. The following **optional** paragraph is for use by districts that wish to limit independent study to periods of **three five** or more consecutive school days.

The minimum period of time for any independent study option shall be **three** consecutive school days.

General Independent Study Requirements

Note: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021–22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPL.

INDEPENDENT STUDY (continued)

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student ~~only~~ upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than ~~he/she~~ **the student** would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

Note: Education Code 51747 **mandates** that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 **mandates** that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and **should be revised to reflect the length of time determined by the Board**. In order to ensure that apportionments are received, the length of time determined by the Board in its policy should be reflected in the district's written agreement. See the section "**Master Agreement**" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments **shall be completed no more than one week after** assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

Note: Education Code 51747 **mandates** that the Board, in a public hearing, adopt a policy which specifies **the level of satisfactory educational progress and** the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. **The**

following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student **fails to make satisfactory educational progress and/or** misses three assignments. **Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)**

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described below and defined in the accompanying administrative regulation. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

INDEPENDENT STUDY (continued)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and weekly synchronous instruction
3. For students in grades 9-12, opportunities for weekly synchronous instruction

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

Note: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying regulation.

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement only applies to students participating in an independent study program for 15 school days or more.

INDEPENDENT STUDY (continued)

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. For the 2021–22 school year only, the district is required to obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

In addition, Education Code 51749.5 mandates the Board to adopt a policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Note: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the California Department of Education.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-

INDEPENDENT STUDY (continued)

educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

Note: Education Code 51747 **mandates** that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of ~~five~~ **three** or more consecutive school days pursuant to Education Code 46300, **as amended by AB 130**, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study **pursuant to Education Code 51747**, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's ~~his/her~~ written permission.

However, for the 2021-22 school year the district must obtain a signed written agreement for independent study no later than 30 days after the first day of instruction, pursuant to Education Code 51747, as amended by AB 130.

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for **three** or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

INDEPENDENT STUDY (continued)

1. The frequency, time, place and manner for submitting the student's assignments, **reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress**
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and **access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**

Note: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. ~~See the accompanying Board policy.~~ **As amended by AB 130, Education Code 51747 also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.**

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, **the level of satisfactory educational progress**, and the number of missed assignments, ~~by grade level and type of program~~, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for ~~the an~~ elementary student **grades**, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. **A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.**
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

INDEPENDENT STUDY (continued)

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

10. **Before the commencement of independent study, the agreement shall be signed and dated by** the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

Note: **This section is for districts that provide independent study courses to its students.** Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 **mandates that boards in districts adopt policies** that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The **district's** a course-based independent study program for students in grades K-12 **shall be** subject to the following requirements: (Education Code 51749.5)

1. **A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6**
- 2.

INDEPENDENT STUDY (continued)

2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as ~~equivalent classroom-based courses~~ **and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction**, and shall be aligned to all relevant local and state content standards. **For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.** ~~This~~ **The** certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. **The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.**
4. Students enrolled in these **independent study** courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, ~~and 46300.4, 47612, and 47612.1,~~ and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, **47612**, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

INDEPENDENT STUDY (continued)

If satisfactory educational progress **in an independent study class** is not being made, the teacher shall notify the student and, if the student is under age 18 years, ~~his/her~~ **the student's** parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether ~~he/she~~ **the student** should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in ~~this~~ **the course-based independent study** program.

INDEPENDENT STUDY (continued)

9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that **the student he/she does not have the materials, equipment, or ~~Internet~~ access to Internet **connectivity** necessary to participate in the course.**

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

INDEPENDENT STUDY (continued)

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, ~~his/her~~ **the student's** parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to **course-based independent study pursuant to Education Code 51749.5**
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, ~~including materials and personnel~~, that will be made available to the student, **including materials and personnel**, and **access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall

INDEPENDENT STUDY (continued)

- include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
 12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

INDEPENDENT STUDY (continued)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences ~~Teacher Conferences~~

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment in or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that **the teacher** ~~he/she~~ has personally evaluated the work or ~~that he/she has~~ personally reviewed the evaluations made by another certificated teacher

INDEPENDENT STUDY (continued)

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. **Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)**
6. **Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)**

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

Note: Education Code 51747 authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

INDEPENDENT STUDY (continued)

Program Evaluation

Note: The following optional section may be revised to reflect district practice.
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The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46600 Interdistrict attendance computation

46390-46393 Emergency average daily attendance

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-**6552** Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

~~19819 State audit compliance~~

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

~~*Lucerne Valley Unified School District, Case No. 03-02 (2005)*~~

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

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Policy Reference UPDATE Service

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CURRENT

Board Policy Manual South San Francisco Unified School District

Regulation 6158: Independent Study

Original Adopted Date: 09/28/2017

Status:
ADOPTED

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum

4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3) Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.1 - District Residency)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6184 - Continuation Education)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work

3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to EducationCode 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audioconnection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6) The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons (cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

PROPOSED First Reading 8/12/2021

Board Policy Manual

South San Francisco Unified School District
Policy 7310: Naming of Facilities

Status: Proposed
Original Adopted
Date: TBD

The Governing Board may name schools or individual buildings in recognition of:

1. Individuals, living or deceased, who have made outstanding contributions to the county or community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

(cf. 1220 – Citizen Advisory Committees)

The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.

Memorials

Upon request, the Board shall consider naming buildings, parts of buildings, or athletic fields in honor of the contributions of students, staff members and community members who have been deceased for at least one year.

ALTERNATIVE 1: The Board may consider and approve such a naming for a deceased person prior to the elapse of one year, but it shall not take effect until one year has passed.

ALTERNATIVE 2: The Board may waive the one-year waiting period upon a four/fifths vote of the Board.

CURRENT

Board Policy Manual

South San Francisco Unified School District
Policy 7310: Naming Of Facility

Status: ADOPTED
Original Adopted Date: 11/18/2010

The Governing Board shall name schools or individual buildings in recognition of:

1. Individuals, living or deceased, who have made outstanding contributions to the county or community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
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(cf. 1220 – Citizen Advisory Committees)

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 12, 2021

RE: Negotiations with the South San Francisco California School Employees Association (CSEA) - Chapter 197

BACKGROUND:

Prior to commencing negotiations, California law (Government Code section 3547) requires that a school district and the exclusive employee representative present their respective initial proposals at a public meeting. The South San Francisco California School Employee Association (CSEA) Chapter 197 has submitted their initial proposal to the Board of Trustees to begin contract negotiations for the 2020 - 2023 successor agreement and will present its initial proposal for information and discussion. The District will present its initial proposal to the South San Francisco California School Employees Association, Chapter 197 at the September 9, 2021 Board meeting.

Following the presentation of the CSEA proposal, a public hearing will be conducted to provide an opportunity for members of the public to comment on the proposal. Another public hearing will be conducted for the District's initial proposal at the September 9, 2021 Board meeting.

These initial proposals are put forth at a time when there have been significant changes in how schools are funded under the Local Control Funding Formula and the Local Control Accountability Plan. During the negotiations, the District's proposals and its responses to CSEA's proposals shall be guided by the District's commitments to student learning and achievement; fiscal responsibility; and the long-term stability of the District.

FISCAL IMPLICATIONS:

TBD

RECOMMENDATION:

For Information/Discussion only.

June 9, 2021

VIA Electronic

jolene27@comcast.net

Jolene Malfatti
Chapter President 197
270 Westview Drive
South San Francisco, CA 94080

RE: Initial Proposal for Contract Reopener 2021-2022

Dear President Malfatti:

I have received the initial proposal for the contract reopener between the South San Francisco Unified School District and California School Employees Association and its South San Francisco Ch. 197 for the 2021-2022 school year(s).

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or Policy. **This initial proposal will need to be approved by the membership prior to starting negotiations.**

Please remember, once a tentative agreement has been reached, a signed copy of the tentative agreement must be forwarded to the field office immediately for a Policy 610 review **before** the tentative agreement may be ratified.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Gabriela Echevarria
Field Director

GE/eo

Enclosure(s)

Cc: Silva Dakessian, Regional Representative 5; Colette Hetland, Area B Director; David Wood, Labor Relations Representative; file

June 8, 2021

Shawnterra Moore, Superintendent
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

Re: Initial Proposal

Dear Superintendent Moore,

The California School Employees Association (CSEA) and its local Chapter 197 are submitting its "initial bargaining proposals" in accordance with California Government Code Section 3547 for the upcoming 2021-2022 reopener contract negotiations.

CSEA respectfully submits the following bargaining proposals:

Article VI: Hours and Overtime

CSEA has an interest in increasing the FTE of certain positions.

Article VII: Compensation & Benefits

CSEA has an interest in a fair and equitable increase to the salary schedule and in improving the benefits package offered by the District.

Article IX: Vacation

CSEA has an interest in improving the language around Vacation carryover.

Sincerely,

David Wood

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #21-43

ATTENDANCE AWARENESS MONTH SEPTEMBER 2021

WHEREAS, Good school attendance is critical to student achievement and graduation, and we are committed to reducing chronic absenteeism rates; and

WHEREAS, Chronic absence, missing 10 percent or more of school, which can be only two or three days a month, including both excused and unexcused absences, is a proven forecaster of academic problems; and

WHEREAS, Chronic absence in kindergarten and first grade predicts students are far less likely to read proficiently at the end of third grade, which often results in course failure and subsequent dropout, which weakens our community; and

WHEREAS, School attendance improves, and chronic absenteeism is notably reduced with community-wide involvement to monitor and promote good attendance and address obstacles which keep children from getting to school; and

WHEREAS, California enacted the Local Control Funding Formula (LCFF), which encourages school districts to track and establish goals and specific actions for reducing chronic absence; and

WHEREAS, Chronic absence worsens the achievement gap between low-income students from their peers, as those students are more likely to be chronically absent and affected scholastically and socially by missing school; and

WHEREAS, Improving school climate, reducing instruction missed due to discipline policies and out-of-school suspensions, and implementing school wide positive behavior intervention and support systems and restorative justice practices can have a significant impact on improving attendance;

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby declares the month of September 2021 as Attendance Awareness Month and support activities to increase awareness of the importance of daily attendance, especially in the early grades Pre K-3.

REGULARLY PASSED AND ADOPTED this 12th day of August 2021.

AYES in Favor of Said Resolution

ATTEST:

Secretary/Clerk of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #21-50

Trustee Compensation

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

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

Trustee Lujan was absent from this meeting due to illness.

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees adopts Resolution #21-50 and approves payment for absence at the following Board of Trustees’ meeting in accordance with California Education Code Section 35120 (a) (9) (c) to:

Trustee Daina Lujan

August 4, 2021

Special Board Meeting

REGULARLY PASSED AND ADOPTED this 12th day of August 2021.

AYES in Favor of Resolution

NOES Against Resolution

ATTEST:

Clerk/Secretary of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 12, 2021

RE: Approval of Swing Education Memorandum of Understanding (MOU)

BACKGROUND:

The South San Francisco Unified School District has a continued need for substitutes to fill teacher vacancies on a daily basis. Over the past few of years, a greater need for substitutes has occurred due to additional trainings and professional development for our District and school sites. We've had a Memorandum of Understanding and yearly contract with Swing Education the last four years.

Swing Education Services provides school districts access to their pool of substitute teachers. Swing Education provides verification services, which includes confirmation of a negative TB test; results of Live Scan Fingerprint Background Check that conforms to California law; Swing Education substitutes are credentialed or have a 30-day emergency permit. Swing Education assures their substitutes meet the same guidelines as required by our district, but their substitutes may work in multiple districts. A substitute that wishes to work in several districts would need to complete employment requirements for every district. Swing Education removes that obstacle by being the single host for verification which allows a substitute to work in different school district throughout the year.

Swing Education pay their substitutes directly and bill us for substitutes we use only. The rate of payment to Swing Education for a daily substitute is the same rate we would pay our substitute, \$230 per day or \$280 long term.

We anticipate using Swing Education's substitute pool for district pool for district and site vacancies as well as daily substitutes to cover PLC and professional development staff vacancies that are planned well in advance.

FISCAL IMPLICATIONS:

There will be an increase in the cost of substitutes, but we are unable to predict the fiscal implications for the District.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding with Swing Education to support the South San Francisco Unified School District with our need of substitute credential teachers.



CALIFORNIA

This **Platform & Services Agreement** ("Agreement") is entered into on [REDACTED] by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page ("School" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education website at www.swingeducation.com ("Website").

This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform.

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post Requests for SwingSub on the Platform, track and manage those Requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California.** Swing Education verifies/does the following, as applicable, to determine whether a SwingSub is eligible/cleared to work for Schools.
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill Requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).
 - iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.



- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post Requests and for SwingSubs to review and accept those Requests.
- (e) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.

2. Acceptance of Related Terms. By signing this Agreement, you agree to any Appendix, Schedule, or Exhibit included with this Agreement. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") (www.swingeducation.com/tc) available on the Swing Education website. In the event of conflict of any terms, the terms of this Agreement shall control.

3. Payments. Payments will be made to Swing Education according to the following:

- (a) **Work Requests & Daily Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a "Daily Rate" or Rates, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The "Half Daily Rate" is 50% of the Daily Rate. The Daily Rate applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Daily Rate applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days.
- (b) **Amounts Due.** The "Preliminary Amount Due" is the sum of the "Estimated Daily Amounts" for each Day of the Request, based on the Daily Rate and Half Daily Rate. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the SwingSub is not given legally-required meal or rest breaks, to arrive at "Daily Adjusted Amounts", and a total "Adjusted Amount Due".
- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.
- (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Deposit Model, which includes an initial deposit, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work



Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.

- (f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by emailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.



7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1M per occurrence, \$2M aggregate
- (b) **Umbrella Liability** insurance of \$2M Each Occurrence and in the Aggregate
- (c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2M per claim
- (d) **Sexual Abuse & Molestation** insurance of \$1M per occurrence and \$3M in the aggregate
- (e) **Workers' Compensation** insurance

8. Limitation of Liability. Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement, unless in either (a) or (b) the claim is proximately caused by the gross negligence or willfulness misconduct of the other party. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve-month period preceding the date a claim is first asserted.

9. Federal & Other Mandated Obligations to SwingSubs.

- (a) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees.
- (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites). School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School shall indemnify and hold Swing Education harmless against and from any claims made or brought by a SwingSub or a third party as a result of School's breach of these obligations except in case of a workers' compensation claim finding.

10. Third Parties and Subsidiaries. School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL:

Name:

Title:

Date:

Email:

Address:



Exhibit A: Payment Options

Swing Education charges a Daily Rate or Rates as agreed to with School, according to one of the below options. Swing Education will invoice school on a periodic basis, no less than once a month.

X Option A – Deposit Model. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Deposit Amount of \$78,516 which the School will pay within 30 days. If the Deposit Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to Option B, with notice. This Deposit Amount will be held by Swing Education against Requests that are made by School in the last two calendar months of the School year (the "Deposit Period"), typically May and June (unless otherwise agreed upon by Swing Education and School). During the Deposit Period, Swing Education will draw down against the Deposit Amount for Requests (Swing Education will continue to invoice the School as usual, as a way of maintain ongoing records).

Any funds remaining of the Deposit Amount will be reimbursed to School as soon as is practical after the Deposit Period, and in no case later than July 31. No interest will accrue or be paid on any of the Deposit Amount, including the remaining funds reimbursed to School. If the Deposit Amount is insufficient to cover the Requests during the Deposit Period, Swing Education will invoice School and School will pay such invoices as provided for above.

Swing Education reserves the right to increase the Deposit Amount to more accurately approximate School usage over two months based upon actual usage. In such case, Swing Education will invoice the School for the Additional Amount needed to meet the new Deposit Amount. If the Additional Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to Option B, with notice.

Under Option A, for a Short-Term Request Swing Education will charge a \$230 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a \$210 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a \$280 Daily Rate for a Request that requires a Teaching Credential and \$240 Daily Rate for a Request that does not.

☐ **Option B - Pay As You Go.** Under Option B, upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, for a Short-Term Request Swing Education will charge a \$244 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a \$223 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a \$298 Daily Rate for a Request that requires a Teaching Credential and \$255 Daily Rate for a Request that does not.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice (or, in the alternative, switch the School from Option A to Option B, if possible).



Appendix A: Standard Service Terms - Version January 15, 2021

The below terms, in addition to any terms in a signed Agreement between a School and Swing Education, Inc. ("Swing Education"), apply. In the event of conflict, the terms of that signed Agreement will control.

1. Termination, Late Payments, Recruitment.

(a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement due to breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to the reasonable satisfaction of both Parties. Failure to cure the breach after 30 days will allow the aggrieved Party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved Party.

(b) **General Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.

(c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

(d) **Late Payments.** Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month from the due date until paid, plus Swing Education's reasonable cost of collection.

(e) **Recruitment.** If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

2. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

(a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and you shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

3. Dispute Resolution. *This section contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*



(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, Suite 200, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions and the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e.,



the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.

(f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.

(g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.

(l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.

(m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or



misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

4. General Provisions.

(a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

(b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, as designated below and as on the signature page, should they differ.

i. Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, Suite 200, San Mateo, CA 94402, mike@swingeducation.com

ii. School: As on signature page of signed Agreement.

(c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

(e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(h) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political



affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.

(i) **Confidentiality.** Both parties may receive information that is proprietary and/or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

(j) **Employer For Wages.** Swing Education shall be the employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 12, 2021

RE: Approval of Scoot Education Memorandum of Understanding (MOU)

BACKGROUND:

The South San Francisco Unified School District has a continued need for substitutes to fill teacher vacancies on a daily basis. Over the past few years, a greater need for substitutes has occurred due to additional trainings and professional development for our district and school sites. We would like to build partnerships with third party providers of support staff with a Memorandum of Understanding.

Scoot Education provides school districts access to their pool of substitute teachers and classified staff. Scoot provides verification services, which includes confirmation of a negative TB test; results of Live Scan Fingerprint Background Check that conforms to California law; Scoot Education substitutes are credentialed or have a 30-day emergency permit. Scoot Education assures their substitutes meet the same guidelines as required by our district, but their substitutes may work in multiple districts. A substitute that wishes to work in several districts would need to complete employment requirements for every district. Scoot Education removes that obstacle by being the single host for verification which allows a substitute to work in different school district throughout the year. Scoot Education pay their substitutes directly and bill us for substitutes we use only.

We anticipate using Scoot Education's substitute pool for district and site vacancies as well as daily substitutes to cover PLC and professional development staff vacancies that are planned well in advance.

FISCAL IMPLICATIONS:

There will be an increase in the cost of substitutes, but we are unable to predict the fiscal implications for the District.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding with Scoot Education to support the South San Francisco Unified School District with our need of substitute credential teachers.



AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT, dated July 20, 2021 is between Scoot Education, Inc., 3839 Main St, Culver City CA 90232 ("Scoot" "Us" "We"), and, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080 ("Customer" "You" "Yourself").

PART A – GENERAL CLAUSES

The following clauses are common to both the provision of substitute teachers and placement services.

1. DEFINITIONS

Annualized Gross Salary (AGS)	Means the annualized sum of all remuneration payable to a candidate placed (or sought for placement) in accordance with these terms (and if part time, calculated on a pro-rata basis).
Assignment	Means the hire or acceptance, in accordance with parts B and C of this Agreement, of one or more of our employees to perform work at your premises or anywhere else specified by you and approved by us.
Candidate	Means anyone: (a) who is seeking a permanent placement position through us; or (b) whom we have identified as a person: (i) who might consider seeking a permanent placement position through us; and (ii) about whom we are able to provide relevant information regarding that person's suitability for a permanent placement position.
Confidential Information	Means any information which you access or which is communicated to you in the course of our engagement by you and which is identified as confidential; or which you should reasonably expect to be confidential. It includes, but is not limited to: any trade secrets or information relating to our customers, or clients; customer requirements; employees and officers, employees of clients or customers; suppliers; workers; terms of trade; pricing lists or pricing structures; marketing information and plans; intellectual property; inventions; business plans or dealings; technical data; financial information and plans; designs; product lines; research activities; software and the source code of any such software, of ours. Confidential Information also means any information which Scoot or Scoot employees' access or which is communicated to Scoot or Scoot employees in the course of Scoot's engagement by Customer which is identified as confidential or which Scoot or Scoot employees should reasonably expect to be confidential. It includes, but is not limited to: confidential and/or proprietary information concerning Customer's operations and/or activities, including but not limited to

	information about Customer's students, families, employees, donors, business affairs, and financial plans. It does not include information that is generally available in the public domain unless by unauthorized use or disclosure or which you are required to disclose by law.
Substitute Teacher	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) assigned to work for Customer in accordance with Part B of this Agreement.
TeachStart Fellow	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) who is enrolled in the TeachStart program and is assigned to work for Customer in accordance with Part B of this Agreement. TeachStart Fellows hold at least a state substitute teacher permit.
Placement	Means the Placement of Scoot's Candidate with Customer. Unless otherwise agreed in writing, the Placement Date will be the date that a Candidate accepts any offer of employment with, or engagement to provide services to, Customer.

2. ACCEPTANCE

You will be regarded as having entered in to this Agreement when any of the following occur:

- (a) by signing and returning a copy of this Agreement;
- (b) by confirming acceptance of this Agreement in writing;
- (c) by requesting us to supply substitute teachers after receiving this document;
- (d) by requesting us to supply candidates for potential placement after receiving this document;
- (e) by authorizing a time sheet for one or more of our substitutes; or
- (f) by paying one of our invoices for the provision of substitute or placement services.

3. CONFIDENTIALITY

The pricing in Exhibit A is confidential between Scoot and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to California Public Records Act requests, and other uses as required by law.

Scoot will provide to the Customer within the time requirements required by law, any public records subject to a properly framed public records request.

3. NOTIFICATION OF CLAIMS

- (a) Customer and Scoot agree (i) to immediately notify each other in writing of any asserted claim but in no event later than five (5) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Scoot or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld.

4. TERM; TERMINATION

The term of this Agreement begins as of the date hereof and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. Scoot reserves the right to terminate this Agreement immediately in the event of delinquent payments. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. Scoot reserves the right to issue an amended fee schedule (Exhibit A) at the commencement of each academic term.

5. NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter.

6. MISCELLANEOUS

6.1 Notices

- i) Any notices or other communications under this Agreement must be in writing or sent by e-mail with a request for confirmation and must be clearly marked as a communication related to the terms of this Agreement. Addresses shall be:

For Customer: 398 B Street, South San Francisco, CA 94080

For Scoot: 3839 Main St, Culver City CA 90232

- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by e-mail; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

6.2 Severability; Waiver

The unenforceability of any part of this Agreement shall not render the remainder unenforceable. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any future breaches or remedies.

6.3 Assignment

This Agreement may not be assigned without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns.

6.4 Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties except that special addenda for purposes of specific assignments may be adopted, as to that assignment, through the exchange of e-mails containing the agreed upon terms and a return e-mail clearly accepting such terms.

6.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.

6.7 Entire Agreement

This Agreement, its Exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

PART B – SUBSTITUTE TEACHER SERVICES

The provisions within this Part apply to the provision of temporary substitute teachers and should be read in conjunction with the relevant provisions of Part A.

1. SERVICES

Scoot will assign to Customer temporary employees to perform services, typically as short or long-term substitute teachers (hereafter generally referred to as "Substitutes".) The Substitutes shall report to the sites requested by Customer and shall be under Customer's supervision while assigned. Any additional assignments to a Substitute must be agreed to between Scoot and Customer in a written addendum to this Agreement.

2. SCOOT'S COMMITMENTS

- 2.1. Scoot will use its best efforts to recruit, employ and assign qualified Substitutes for assignments as requested by Customer.
- 2.2. Scoot will screen Substitutes before employing them to verify that all substitute teachers have submitted to a live-scan criminal history check via the DoJ and FBI with ongoing arrest notifications. Scoot will ensure all Substitutes comply with the requirements of Education Code Section 45125.1 et seq. before they are permitted to perform services for the Customer. If Scoot is notified of any arrest or other similar infraction regarding an active Substitute, Scoot will immediately remove that Substitute from service and notify the Customer.
- 2.3. All Substitute Teachers must have a physician-signed chest x-ray or physician signed risk assessment form proving that no risk factors are present or proving a negative tuberculosis test result within 60 days of employment with Scoot Education or more recent.

- 2.4. Scoot will verify that all Substitutes are eligible to work in the United States.
- 2.5. Scoot will provide all Substitutes with a means to report their working time and shall pay all Substitutes their wages and provide them all benefits for which they are eligible as Scoot employees.
- 2.6. Scoot shall handle all payroll-related tax and other withholding, as appropriate and shall provide Workers' Compensation insurance for all Substitutes.
- 2.7. Scoot shall protect Customer's Confidential Information and the Confidential Information of Customer's pupils including by requiring all Substitutes to execute a Confidentiality Agreement.
- 2.8. Scoot shall require all Substitutes comply with Customer's policies and procedures when the Substitute is on Assignment to the Customer and shall further comply with any reasonable requests by Customer for Substitutes to execute other documents such as documents Customer may require regarding any Intellectual Property a Substitute may develop while assigned to Customer.
- 2.9. Scoot shall comply with all applicable laws, regulations and ordinances applicable to it as a temporary staffing agency and as the employer of the Substitutes.

3. CUSTOMER COMMITMENTS

- 3.1. Customer shall provide Substitutes with a safe and suitable workplace including appropriate training regarding any special hazards, evacuation procedures, etc.
- 3.2. Customer shall provide Substitutes with an orientation regarding all other applicable workplace expectations including school rules, student discipline, grading and homework policies, etc.
- 3.3. Customer shall supply Substitute with appropriate lesson plans and educational materials and will provide usual and customary supervision of Substitute while Substitute is on assignment to Customer.
- 3.4. Customer shall provide Scoot with a prompt notice of any injury or altercation involving a Substitute as well as any performance issue or complaint. Customer will permit Scoot to participate in any investigation should it so desire.
- 3.5. Customer shall be specifically responsible for the conduct of Substitute with respect to any keys, cash, and confidential information and records of students and the Customer's regular employees to which Substitute has access during the assignment. Customer also assumes responsibility (except to the extent covered by Workers' Compensation) in connection with any use of Customer vehicles or equipment in connection with the assignment.
- 3.6. Customer agrees that unless separately set forth in an addendum to this Agreement, Customer shall not assign a Substitute sole custody of a single student, sole responsibility for supervising more than one classroom of students at a time, or administering or maintaining custody of any student medications.
- 3.7. Customer shall comply with all applicable laws, regulations and ordinances. No actions undertaken by Customer under this Agreement violate the terms of any other contract including any collective bargaining agreement.
- 3.8. Any qualifications or characteristics Customer requests for any assignment are based on essential bona fide occupational qualifications the determination of which is Customer's sole responsibility. Scoot is not responsible for screening Substitutes based on any qualifications or criteria which are not specifically disclosed by Customer.
- 3.9. Customer will inform Scoot if Customer's school(s) currently subscribes to CalSTRS or becomes a member of CalSTRS

4. BILLING & PAYMENT TERMS

4.1. Invoices

Upon execution of this contract, Scoot will bill Customer the amount of \$23,999 (Top-Up Amount).

This Top-Up Amount will be held by Scoot as an Account Balance and drawn down as services are rendered based on the rates set forth in Exhibit A or such other rates as the parties may agree upon at the time of Assignment. Any modification to rates must be set forth in writing and accepted by both parties. An e-mail exchange agreeing to a rate change will be deemed sufficient evidence of such an agreement but it will only apply to the specific position under assignment.

Once Customer's Account Balance drop below \$1,000, Scoot will invoice the Top-Up Amount again.

Scoot will maintain ongoing records of the Customer's Top-Ups, Draw Downs, and Account Balances. These records will be provided to the Customer at least quarterly. Scoot reserves the right to discontinue service if the Customer's Account Balance drops below an acceptable level. Any Account Balance will be refunded to the Customer upon written request without interest (unless required by local law). All or any portion of the Account Balance may be used by Scoot to (i) cure Customer's default in payment of invoices and (ii) pay Scoot Substitutes for work completed for the Customer in advance of the Amount Due being collected from the Customer.

Customer shall pay all invoices within thirty (30) days of Scoot's invoice date.

4.2. Taxes

Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item. Scoot will pay for any taxes that apply to the services of or compensation paid to the Substitutes.

4.3. Expenses

Expenses incurred by Substitutes within the scope of their assignment (for example, mileage to attend meetings) will be charged to the Customer, passed through without mark up.

4.4. Disputes and late payments

If you have any issue with a charge, Customer agrees to raise it in a timely manner.

Late charges will be imposed on any unpaid fees at the rate of eight (8%) per annum or the maximum amount allowable by applicable law, whichever is less.

5. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Scoot will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

6.1 Workers' Compensation

Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

6.2 Commercial General Liability

Commercial general liability insurance with a \$1,000,000 combined single limit per occurrence and includes contractual liability and personal injury coverage;

Scoot will provide Customer with a certificate of this insurance coverage upon request.

6. INDEMNIFICATION BY SCOOT

6.1. Scoot will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, to the extent of the insurance limits set forth in Section 6, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

- i) Scoot's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Scoot's capacity as the general employer of the Assigned Employees; and
- ii) Breach of any obligation of Scoot contained in this Agreement.

7.2 Scoot's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties, (iii) the extent that any Damages are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Scoot against such Damages under Section 9.

7. INDEMNIFICATION BY CUSTOMER

8.1 To the extent permitted by law, Customer will indemnify, defend and hold harmless Scoot and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Scoot other than for job-related bodily injury or death of a Substitute covered by Workers' Compensation, arising out of any of the following:

- i) Customer's failure to comply with its obligations under applicable laws, regulations, ordinances or other contracts;
- ii) Any claims asserted against Scoot or its Substitute by students, their parents or representatives, Customer personnel or business invitees, or other third parties arising from conduct of the Substitute while on assignment with Customer (except to the extent that such claim is determined to have been caused by the negligence of Scoot or the failure of Scoot full time staff personnel to reasonably fulfill their obligations regarding the recruitment, screening, and hiring of the Substitute); or
- iii) Breach of any obligation of Customer contained in this Agreement;

8.2 Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Scoot, its officers, employees or agents.

9. SUBSTITUTE NON-SOLICITATION

Customer is prohibited from hiring Substitutes to serve as substitutes directly employed by Customer during the term of this Agreement and for twelve (12) months hereafter unless engaging in Scoot's temp-to-perm program as outlined in Exhibit A.

SIGNATORIES

Signed: *James Sanders*

Name: James Sanders

Title: CEO

Date: July 20, 2021

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

FEES FOR SUBSTITUTES

This Exhibit A is incorporated and made part of the Agreement between Scoot and Customer. The pricing in Exhibit A is confidential and proprietary, to the extent allowable by applicable law. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Scoot's written permission, to the extent allowable by applicable law.

Substitutes will be assigned to the following positions and at the following rates:

School bill rate*	Half-day rate (4 hours or less)	Short-term day rate	Long-term day rate#
Teaching Assistant (non-credentialed)	\$178	\$265	\$298
Preschool (9+ ECE credits)	\$184	\$275	\$309
Teacher (Emergency 30-day substitute permit or California credential)	\$200	\$299	\$336
TeachStart Fellow	\$221	\$330	\$380
Special Education Credential in SpEd role	\$268	\$400	\$450

* Because Scoot Substitutes are non-exempt hourly employees, additional charges over and above the standard Daily Bill Rate will apply in the event that the Substitute is called upon to work overtime meaning working more than eight (8) hours in a work day or more than 40 hours in a work week for the same Customer. Overtime is paid at 1.5x the Substitute's hourly pay rate and will be marked up at the same rate as the standard daily pay. Substitutes are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate a Substitute staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Scoot Substitutes are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

A Substitute will be considered in long-term status if the same substitute has been scheduled at a Customer school for an assignment that is for more than 15 consecutive work days or an assignment has extended beyond 15 consecutive work days (half-days and full-days are counted the same) in the same academic year.

FEES FOR TEMP-TO-PERM

Scoot pricing for temp-to-perm placements is based upon the category of the Substitute, timing of hire, or number of days the Scoot employee has worked at the hiring school during a single school year.:

TEMP TO PERM FEES FOR TEACHING ASSISTANTS AND TEACHERS (NON TEACHSTART FELLOWS)	
Days worked in school year	Fee^
1 - 45 days worked	10% of AGS
45 - 90 days worked	5% of AGS
90+ days worked	No fee

^Fee is based upon the total, annualized gross salary (AGS), including any additional allowances or benefits that can be monetized listed on contract between Customer and Scoot employee.

TEMP TO PERM FEES FOR TEACHSTART FELLOWS	
Hire date	Fee
September 1 to March 1	\$10,000
March 2 to May 31	\$5,250
June 1 to August 31 ⁺	Delayed fee of \$5,250

⁺ When hiring a TeachStart Fellow for a full-time teacher of record position, the temp-to-perm fee will be due after one year of employment with Customer. Placement fee is contributed by Scoot to Fellow's tuition expenses.

EXHIBIT B

SUBSTITUTE CANCELLATION POLICY

Customer must cancel a substitute assignment no later than midnight before the assignment. If a cancellation is made before this time, no fee will be charged to the school. Cancellations made on the same day of the shift will result in a half-day charge according to the pricing in Exhibit A.

SCOOT GUARANTEE

Scoot stands behind the quality and appropriateness of any candidate we recommend or assign to a Customer school. However, Scoot understands that at times unforeseen circumstances can deliver undesirable results.

SUBSTITUTE TEACHERS

Should a Scoot substitute not satisfy requirements of the assigned position within the first 90 minutes of a half-day shift or the first four hours of a full-day shift, there will be no fee charged to the school or Scoot will diligently work to replace the substitute as quickly as possible by another suitably skilled and qualified substitute teacher.

To avoid a charge, the school must:

- (a) Inform Scoot of the termination of the shift before the substitute leaves the school grounds
- (b) Allow Scoot a reasonable opportunity to resolve matters directly with the substitute teacher
- (c) The school must provide feedback on the reason(s) for the termination/cancellation

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 12, 2021

RE: Approval of Daybreak Health Memorandum of Understanding (MOU)

BACKGROUND:

The South San Francisco Unified School District has focused on providing mental health support for staff and students. During the COVID-19 pandemic, the need for support has increased. We would like to build partnerships with Daybreak Health, a third party provider of mental health support for students, with a Memorandum of Understanding.

Daybreak Health is the leading online counseling platform for teens, serving 30+ schools across California (including Simi Valley Unified, Cabrillo Unified, and San Mateo County Office of Education). Their team includes clinicians, school experts, researchers, and 25+ LCSWs and LMFTs focused specifically on working with teens. Daybreak has served hundreds of youth (age 12-19) facing anxiety, depression, bullying, trauma, academic stress and more. They provide rapid and scalable access to counseling interventions.

Scope of counseling services:

Daybreak Health partners with school districts to provide an integrated online referral process and rapid access to virtual telehealth counseling services, as well as virtual trainings, an online screener, and monthly progress check-ins with school teams. Their standard treatment plan for students being supported includes an intake session and approximately 10-12 weekly teletherapy counseling sessions, with mobile app messaging support also available throughout the week.

Treatment areas for students include:

- Mild to moderate anxiety and mood disorders (anxiety, depression)
- Stress related to the pandemic

- Affect Dysregulation or Anger Management
- Challenges with Relationships
- Stress related to school or academics
- Identity or Sexual Development
- ADHD

FISCAL IMPLICATIONS:

The cost for using Daybreak Health to support our student mental for this coming year will be \$121,000. This will be paid from the Federal ESSER II funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding with Daybreak Health to support South San Francisco Unified School District students ages twelve (12) to nineteen (19).

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into this 12th day of August 2021 by and between the South San Francisco Unified School District (SSFUSD) (hereinafter referred to as “Entity”) and Daybreak Health Inc., (hereinafter referred to as “Provider.”)

PROVIDER.

Daybreak Health Inc.
Provider

415 992 6155
Telephone Number

1546 Page St, Unit 1
Street Address

16503606913
Fax Number

San Francisco, CA 94117
City, State, Zip code

partnerships@daybreakhealth.com
E-mail Address

84-4577018

Tax Identification or Social Security Number

License Number (if applicable)

- A. Entity desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until Entity returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with Entity, and not as a partner, coventurer, agent, or employee of Entity, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Entity or to bind the Entity in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and Entity,

Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to Entity employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the Entity, without breaching this Agreement or any duty owed to the Entity, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the Entity may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the Entity.

- 4. SERVICES.** Provider shall provide Entity with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. Entity acknowledges that neither the online platform through which counseling shall be provided (the "Platform") nor counselors employed by Provider to provide the Services ("Counselors") provide or facilitate any assistance in medical emergencies, recommendations or information regarding drugs or medical treatment, nor will the Counselors provide a clinical diagnosis requiring an in-person evaluation (and the Platform is not intended for such use). Moreover, neither Provider nor Counselors will provide official documentation or approvals for court-ordered counseling or emotional service dog certification. The Platform and Counselor services are provided "as is" without any express or implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose, and Entity hereby releases Provider from any claim of any nature resulting from use of the Platform or the Counselors' services, including, without limitation, any act, omission, opinion, response, advice, suggestion, information and/or service of any Counselor and/or any other content or information accessible through the Platform. Provider will use commercially reasonable efforts to ensure the Platform's reliability and accessibility, however Entity acknowledges that Provider cannot guarantee that such access will be uninterrupted or that it will be accessible or error-free at all times. The terms in this Statement of Work apply only to this Statement

of Work and prevail over all other conflicting or different terms and conditions set forth in the Agreement.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 16th, 2021 (the “Services Commencement Date”), and terminate on June 30th, 2022. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the Entity within 15 days of the Services Commencement Date as specified by on the receipt of a proper, undisputed invoice from Provider. The Entity reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Entity’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Entity is disputed, the Entity shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and Entity.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the Entity, which may be withheld by the Entity in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the Entity. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the Entity, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the Entity, become Entity property.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it

is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the Entity and the Provider as follows:

SSFUSD

Entity

Daybreak Health Inc.

Provider

Attn: Dr. Jay Spaulding

Attn: Alex Alvarado

398 B Street

Street

1546 Page St, Unit 1

Street

So. San Francisco, CA 94080

City, State, Zip Code

San Francisco CA 94117

City, State, Zip Code

10. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, Entity, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless Entity, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not.

Provider also agrees to pay for any and all damage to the real and personal property of the Entity, or loss or theft of such property, or damage to the Property done or caused by such persons. Entity assumes no responsibility whatsoever for any property placed on Entity premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Entity. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the Entity or any of its governing board, officers, agents, employees and/or volunteers.

Provider's indemnification obligations and liability only extend to claims asserted against Entity by third parties and are conditioned upon Entity promptly notifying Provider of such claim, giving Provider sole control of the defense and any settlement of such claim, and, at Provider's request and expense, reasonably cooperating with such claim. Under no circumstances will Provider be liable to the extent any claim arises from the negligence or willful misconduct of Entity. Provider's maximum liability hereunder shall not exceed the aggregate amounts paid to Provider by Entity during the term of the Agreement.

13. **DISPUTE RESOLUTION.**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the

arbitrator(s) to have prevailed on the major disputed issues. Entity hereby consents to the arbitration in the [State of California in the county of San Francisco.]

14. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
15. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
16. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
17. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
18. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
19. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
20. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
21. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by

PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

SSFUSD

Entity

Daybreak Health Inc.

Provider

By:

Signature

Signature

Dr. Shawnterra Moore

Name

Name

Superintendent

Title

Title

STATEMENT OF WORK and FEES (Or attach proposal of services)

DESCRIPTION OF WORK:

Provider will provide a counseling intervention program through their virtual platform. Services include: Support for rollout and education of staff, students, and families; an online referral and intake process; virtual counseling interventions for students; and regular progress updates for school staff.

District shall receive the following services:

- one (1) universal administration of the online mental wellbeing screener;
- six (6) virtual classes for students, staff, and/or family;
- up to two hundred and twenty (220) wellness check intake sessions (each session to be 50 minutes in duration); and
- up to eight hundred and eighty (880) 1:1 counseling sessions (each session to be 50 minutes in duration).

FEES: One hundred and twenty-one thousand dollars (\$121,000) to be paid as a one-time, lump sum payment within 15 days of the Services Commencement Date. Entity shall have the option to purchase additional counseling hours at a cost of one hundred twenty dollars (\$120) per hour per Counselor.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 12, 2021

RE: Approval of the Memorandum of Understand (MOU) between the Boys and Girls Clubs of North San Mateo County and South San Francisco Unified School District for the 2021-22 school year

BACKGROUND:

This agreement, for the 2021-22 school year, would serve for the use of a portion of the Boys and Girls Club, located at 201 West Orange Avenue, South San Francisco, as the location for the SSFUSD Community Day School program and Alternative to Suspension program.

FISCAL IMPLICATIONS:

The annual cost to house these programs will be \$36,250 which includes rental fees and supplies. Funding for this program is provided by the General Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with the Boys and Girls Club of North San Mateo County, for the District's Community Day School program and Alternative to Suspension program for the 2021-22 school year.



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street, South San Francisco, CA 94080-4423
(650) 877-8700 / Fax (650) 583-4717
www.ssfusd.org

SUPERINTENDENT
Shawnterra Moore, Ed.D.

BOARD OF TRUSTEES
John C. Baker
Chialin Hsieh
Daina R. Lujan
Patricia A. Murray
Mina A. Richardson

**2021 – 2022 Agreement between
The Boys & Girls Clubs of North San Mateo County
And
The South San Francisco Unified School District**

This agreement describes and confirms an agreement between the Boys & Girls Clubs of North San Mateo County (BGC) and the South San Francisco Unified School District (SSFUSD) for the purpose of implementing the Community Day School and Alternative to Suspension Program in the Boys & Girls Club of North San Mateo County facilities at 201 West Orange Avenue, South San Francisco, California from August 11, 2021 through May 26, 2022.

A. South San Francisco Unified School District Roles and Responsibilities

1. The SSFUSD Community Day School (CDS) and Alternative to Suspension (ATS) programs will operate at the Boys & Girls Clubs of North San Mateo County for the school year 2021-22.
2. The SSFUSD CDS and ATS programs will operate during the hours of 8:00 a.m. to 2:30 p.m. with a 30 minute lunch break from Monday to Friday on days the Club is open. SSFUSD CDS/ATS staff and students will exit the Club by 2:45 p.m.
3. Lunch will be provided by the SSFUSD staff, which will be delivered daily by the SSFUSD Nutritional Services department. The 30 minute lunch break will take place in the designated Snack Room and kitchen area. SSFUSD CDS/ATS staff will clean up after use.
4. Classes will be provided in the Learning Center and Teen Room at the back of the gymnasium. SSFUSD CDS/ATS staff will leave all furniture in the position agreed upon and clean up after use. BGC staff will leave all furniture in position agreed upon and clean up after use. Both parties will maintain the Learning Center and Teen Room, and surrounding shared spaces will be based on an agreed upon checklist, which will be developed at the start of the school year.
5. The SSFUSD CDS/ATS educational team (teacher, group supervisor and/or paraprofessional) will supervise the students at all times.
6. The SSFUSD CDS/ATS teachers will participate in Club activities as appropriate, including staff meetings. The SSFUSD CDS/ATS teacher/staff are employees of the SSFUSD.
7. The SSFUSD CDS/ATS educators will provide direct instruction or supervision when students use the computers in the Learning Center and Teen Room.

8. The SSFUSD will provide all office equipment and supplies, including but not limited to, a copy machine, bookshelves, file cabinets, and all educational materials necessary for operation of the SSFUSD CDS/ATS.
9. The SSFUSD CDS/ATS staff will share, where appropriate and as allowed by law, information regarding student backgrounds and needs.
10. In consideration for the use of BGC premises, the SSFUSD will pay \$24,750 per site for the year, \$1,500 for supplies, starting August 11, 2021 and will sign this agreement to that effect.

B. Boys & Girls Clubs of North San Mateo County Roles and Responsibilities

1. The Boys & Girls Clubs of North San Mateo County (BGC) will provide the SSFUSD CDS/ATS staff and students access to the club facilities from 8:00 a.m. to 2:30 p.m. for the 2021-22 school year, in return for support of \$24,750 for the year, and will provide or approve an agreement to that effect.
2. The BGC will maintain a quiet environment conducive to learning and prevent unnecessary interruptions to the academic day.
3. The BGC will provide the SSFUSD CDS/ATS staff with a secure key for building entry.
4. The BGC will provide access to the gymnasium daily, on a schedule developed jointly with the SSFUSD CDS/ATS staff.
5. BGC will provide a clean, safe workspace with desk and internet access to accommodate a full-time SSFUSD CDS/ATS staff, during standard working hours.
6. The BGC will include the teacher in staff meetings when appropriate, and other relevant BGC activities.
7. The BGC will arrange a "Get to Know You" event for the BGC staff and SSFUSD CDS/ATS students.
8. The BGC will provide Club membership to SSFUSD CDS and ATS students and welcome them to regular BGC after school teen programs.
9. BGC staff will contact the Coordinator of Alternative to Suspension and Restorative Practices in the event of damage to the property to discuss options for repair.

C. Indemnification and Insurance

1. Insurance

BGC shall take out and maintain, during the life of the Agreement, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1 million per occurrence.

The SSFUSD shall maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1 million per occurrence.

2. Hold Harmless

BGC agrees to indemnify and defend SSFUSD and SSFUSD employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement. SSFUSD agrees to indemnify and defend the BGC, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of SSFUSD in the performance of this Agreement.

D. Drug Free/Weapon Free Premises

BGC is required by law and/or policy to maintain the premises free of illegal drugs and weapons of any kind. BGC requires as a condition of property occupancy that SSFUSD and the appointees or designees keep the premises free of illegal drugs and weapons, and to do all things necessary and proper to effectuate this rule as to any permittees, licensees, or guests of any kind. A consistent failure to maintain the premises free of illegal drugs or weapons shall constitute good cause for termination of the occupancy by BGC.

E. Program Non-discrimination

Programs and activities provided pursuant to this Agreement shall be free from discrimination based on gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. Programs and facilities provided pursuant to this Agreement, viewed in their entirety, shall be readily accessible to and usable by individuals with disabilities.

F. Term

This Agreement will be effective from August 11, 2021 – May 26, 2022, or until a new Agreement is signed by both parties. A new Agreement will be renewable thereafter on a yearly basis, or until either party notifies the other by March 1 that the Agreement shall not be renewed for the ensuing year. Either party may terminate the Agreement with a 90 day notice.

David Hartman
Interim Chief Executive Officer
Boys and Girls Club of North San Mateo County

Date: _____

Dr. Shawnterra Moore
Superintendent
South San Francisco Unified School District

Date: _____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services
William Savidge - Facilities Management Consultant

DATE: August 12, 2021

RE: Adoption of Resolution #21-49 Declaring the Futility of Public Bidding of Additional Construction Work and Approval of Change Orders #1-#3 to the contract of Tri-Valley Excavating, Inc. on the Los Cerritos ES Paving Repairs Project

BACKGROUND:

The South San Francisco Unified School District awarded a contract for the Los Cerritos ES paving repairs project to Tri-Valley Excavating on June 24, 2021. This project includes asphalt pavement repairs to large areas of the campus to address ongoing issues of cracking, heaving, and deterioration. The current conditions have led to numerous complaints and concerns regarding trip hazards and uneven footing. The District had plans prepared by Underwood and Rosenblum Civil Engineers in 2020. The plans include concrete repairs, asphalt concrete replacement, asphalt concrete overlay, seal coat, header boards, and associated work to complete the full upgrade. The areas of replacement and overlay include the entire main playground, parking lot, classroom paved areas, and kinder playground paving.

The District originally bid the work in 2020, but the prices were far in excess of the value of the work. The project was put on hold until this year. The project was rebid in May 2021 and the bids were opened on June 2, 2021 and were much more cost effective than the previous year. As noted in the award memo to the Board, the District's Special Education Summer School was not able to relocate from Los Cerritos in order start the work in June as had originally been anticipated. The bid documents had originally allowed 45 days for completion. Notwithstanding this impact, and in consideration of the importance of finally completing this work, District staff negotiated a shortened schedule which included overtime and weekend work to complete the project in 24 calendar days. This is the subject of Change Order #1.

Change Order #2 adds paving overlay adjacent to the rear of the last classroom wing which was not originally included in the plans. Staff reviewed on site and confirmed this needed to be repaired.

Finally, Change Order #3 adds the paint striping to the project which had originally been planned to be performed by District staff. Unfortunately, they were unable to procure paint in time for the work. The Contractor found a Subcontractor able to perform the striping.

The work has been on-going since July 14, 2021. The Contractor is in the final phases of work with all paving complete, and the added paint striping is being completed during the week prior to return of staff.

With approval of these Change Order the total Change Orders to date on this contract will be \$78,032. This is equal to 27% of the base contract amount.

Because this Change Order is above 10% of the original contract value the Board needs to adopt Resolution #21-49 Declaring the Futility of Public Bidding of Additional Construction on the project. The resolution contains recitals to support the findings required under the Public Contract Code.

In order that the work was completed on the project to allow for the return of students and staff, the District staff has authorized Tri-Valley to proceed with the changed scope of work and reduced schedule. The Change Orders are not final until approved by the Board.

FISCAL IMPLICATIONS:

By this action: **\$78,658**. This will be paid from Fund 40.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #21-49 Declaring the Futility of Public Bidding of Additional Construction Work and approve Change Orders #1-#3 to the contract of Tri-Valley Excavating for the Los Cerritos ES paving repairs project.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

**BOARD OF TRUSTEES' RESOLUTION DECLARING FUTILITY OF PUBLIC BIDDING
ADDITIONAL CONSTRUCTION WORK AT THE LOS CERRITOS PAVING REPAIRS
PROJECT AND APPROVING CHANGE ORDERS #1-#3 FOR THAT WORK**

RESOLUTION No. 21-49

WHEREAS, on or about June 2, 2021, the South San Francisco Unified School District ("District") formally and publicly opened bids for a contract to perform work including, but not limited to the, **Los Cerritos Paving Repairs Project** at Los Cerritos Elementary School, located at 210 W. Orange Ave., South San Francisco, California 94080 ("Project");

WHEREAS, Tri-Valley Excavating, Inc. ("Contractor") was the lowest responsive, responsible bidder for the Project, and, in response to the bid, on or about June 24, 2021, the District's Board of Trustees ("Board") awarded a contract for the Project to Contractor for Two Hundred and Ninety Thousand Seven Hundred and Thirty Five Dollars (\$290,735) ("Contract Price");

WHEREAS, the District's Special Education Summer School Program could not be relocated from the Los Cerritos site in time to start the work in June as originally anticipated;

WHEREAS, the District, after the award of contract, shortened the schedule for completion of the work from 45 calendar days to 24 calendar days;

WHEREAS, Contractor was requested by the District to perform additional work necessary to complete the project, including additional paving overlay and paint striping;

WHEREAS, Contractor has issued to the District proposed change orders, which have been previously authorized by District staff, under which Contractor performed the additional work on the Project;

WHEREAS, the staff authorized Change Orders that were in excess of the Public Contract Code limit of 10% of the base contract in order to ensure that the school would be able to open for students and staff on August 9, 2021;

WHEREAS, Contractor has issued to the District Change Orders #1, #2, and #3, which include requests to perform additional work on the project, and which will cause the Change Orders on the project to be in excess of 10% of the original contract sum;

WHEREAS, Contractor has submitted documentation to the District supporting its costs for performing the additional work for the Change Orders #1, #2, #3;

WHEREAS, Contractor's price to perform the additional work for Proposed Change Orders #1, #2, and #3 is reasonable;

WHEREAS, the Project is nearing completion and there is substantial time pressure on the District to complete the Project because of the need to complete the paving repairs in the interest of student and staff safety;

WHEREAS, creating and bidding a design for the additional work covered by Contractor's proposed change order would have created or will create significant disruption

to Contractor, coordination and interference problems with Contractor, delay Contractor's performance of the work, and create a potential claim by (a) Contractor in completing the base scope work, and (b) the new contractor performing the additional scope work;

WHEREAS, if the District were to bid the additional work, other resulting bids would and will likely be higher than the price of Contractor's proposed change orders, because Contractor is already mobilized on the Project;

WHEREAS, having a new contractor perform the additional work would result and will result in waste and significant delay, which would be at the expense of the District, while the new contractor mobilizes on the Project;

WHEREAS, having a new contractor perform the additional work could create a potential dispute over the warranty for the surrounding work being performed by Contractor;

WHEREAS, Public Contract Code section 20111, subdivision (b), states that a school district is required to competitively bid any public works project with a contract value of \$15,000 or more;

WHEREAS, Public Contract Code section 20118.4, subdivision (a), states that the governing board of a school district "may authorize the contractor to proceed with performance of the change or alteration [to a contract], without the formality of securing bids, if the cost so agreed upon does not exceed the greater of the following: (1) The amount specified in Section 20111 or 20114 . . . [or] (2) Ten percent of the original contract price";

WHEREAS, notwithstanding Public Contract Code sections 20111 and 20118.4, California law provides a narrow exception to competitive bidding law where such bidding would be futile, undesirable, or impractical and would cause additional delay and cost (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; *Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348), so that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result, or where they do not produce any advantage . . . a statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694);

WHEREAS, bidding the additional work would have further delayed and will delay completion and increase the cost of the Project;

WHEREAS, bidding the additional work would not have produced an advantage to the District;

WHEREAS, based on the foregoing, it would have been and will be incongruous, futile, and unavailing to solicit bids for the additional work; and

WHEREAS, the District therefore desires to execute Change Orders #1, #2, and #3 with Contractor to complete the final work on the project;

NOW, THEREFORE, the Board of Trustees of the South San Francisco Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the reasons stated above, public bidding of the additional work would not have produced and will not produce an advantage to the District, and would

have produced and will produce a net burden and distinct disadvantages to the District.

3. Based on the foregoing, it would be and will be incongruous, undesirable, impractical, futile, and unavailing to publicly bid the additional work.
4. That the Board hereby approves Change Order #1, #2, #3 without further advertising for or inviting of bids.
5. That the District's superintendent or her designee is authorized to take all steps and perform all actions necessary to execute and implement the change orders.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees, at a regular meeting held on the 12th day of August 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daina Lujan
President of the Board of Trustees of the South
San Francisco Unified School District

Attest: _____
Secretary, Board of Trustees of the South
San Francisco Unified School District

CHANGE ORDER FORM

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

CHANGE ORDER NO.:**001****CHANGE ORDER**

**Project: Los Cerritos Elementary School Paving
Repairs Project 01-21**

Date: July 13, 2021

The following parties agree to the terms of this Change Order:

**Owner: South San Francisco Unified
School District
398 B Street
South San Francisco, CA 94080**

**Contractor: Tri-Valley Excavating, Inc.
P.O. Box 287
Sunol, CA 94586**

Reference	Description	Cost
PCO #01 See attached Tri-Valley Cost Proposal dated July 12, 2021.	1. Revise Project Schedule: Reduce Project Time for Completion from 45 days to 24 Calendar Days. Costs for overtime, weekend work to complete project in reduced timeline. 2. Revise areas of paving replacement. 3. Change slurry coat to seal coat. Requested by: District Performed by: Contractor Contract time will be adjusted as follows: <u>Change Project Duration to 24 Calendar Days</u> Revised Completion Date: August 8, 2021	\$ 46,252
Original Contract Amount:		\$ 290,735
Amount of Previously Approved Change Order(s):		\$ 0
Amount of this Change Order:		\$ 46,252
Adjusted Contract Amount:		\$ 336,987

**SSFUSD
LOS CERRITOS ELEMENTARY SCHOOL
PAVING REPAIRS PROJECT 01-21**

**CHANGE ORDER FORM
DOCUMENT 00 63 63-1**

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Ted. O
Assistant Superintendent
Business Services

Date

Contractor:

Michael A. Garcia
Michael A. Garcia,
Owner, Tri-Valley Excavating

7-14-21
Date

END OF DOCUMENT

**SSFUSD
LOS CERRITOS ELEMENTARY SCHOOL
PAVING REPAIRS PROJECT 01-21**

**CHANGE ORDER FORM
DOCUMENT 00 63 63-2**



License #541927 A, B, C12, HAZ
DIR 1000010833,

Job Name

Los Cerritos Elementary

July 12, 2021

To: South San Francisco United School Dist.

Attn: Bill Savidge

Phone: 510-610-0601

Email: bsavidge@ssfusd.org

Estimated By: Forrest Towe

Scope of Work:

1. Extra Paving 3" Remove and Replace 3,202 SF. less 897 SF = 2,305 SF.
2. Extra overtime for Trucking, Operators, Labors to complete work.
3. Seal Coat instead of State Spec. Slurry Seal.

Total Bid \$46,252.00

All work included is as stated above, based on One Move Ins. Additional move ins are \$4,500 each.
Exclusions: Fee's, Bonds, Permits, Engineering, Testing, Survey, Handling or Off hauling Contaminated/ Hazardous Material, Asphalt Paving Fog Seal, Seal Coat, Prime coat, Adjusting Utilities, Soil Sterilant. Paving Fabric, Underground Utilities, Landscaping, Bio Soil, Rock in Bio Swales, Off Hauling for others, Trench Paving for Others. Bio Soil, Rock & Sand on Pads, Footing, Landscaping, Electrical Pads and Mechanical Equipment Pads, Knee walls, CMU Wall at trash Enclosure, Interior Concrete or Demo. Analytical testing, Asphalt patching or seal coating of existing asphalt.

We Cannot Be Responsible For Subgrade Failures, Spring or Water Damage or Underground Utility Installations
Unless depth and Locations Are Indicated By Owner at The Time of Actual Work.

All Agreements are contingent upon strikes, accidents, delays or carriers and other delays unavoidable or beyond our control.

TERMS: Net Cash on completion. 1% per month after 10th prox.

Contracting party shall be liable to contractor for interest thereon of (10%) and any other damages, including legal fees for any legal action which the contractor may suffer from delay of any payment provided within this agreement.

Customer Signature: _____

Tri-Valley Excavating Signature: _____



Michael A. Garcia

Forrest Towe

Cell: 925-305-5379

Email: Forrest@trivalleyx.com

P.O. Box 287 Sunol, CA 94586 – OFFICE (925) 331-8878 - FAX (925) 391-1118
www.trivalleyx.com

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 12, 2021

RE: Approval of Professional Services Agreement with Infinity for Project Administration Services on the Structured Network Cabling Project

BACKGROUND:

The South San Francisco Unified School District (SSFUSD) needs to extend agreement for services of Infinity Communications and Consulting, Inc. (Infinity) to provide Project Administration Services for the Structured Network Cabling Facilities Project. The initial term of the agreement was for one year. Due to construction, staffing, and materials delays the project is not yet completed and we need to extend the project management agreement with Infinity.

Just like any facility construction projects, a construction manager or firm is needed in planning, coordinating, and providing monitoring and controlling of construction projects to ensure compliance with building and safety regulations, and the work is being done to specifications and construction code. Infinity would be able to provide this needed service for our District. They would also review and make sure the District is correctly invoiced by the contractor. Below are the services that would be provided by Infinity:

Project Administration Services:

- Perform a Constructability Review/Plan Check of the project(s) to be installed.
- Perform One (1) Pre-Construction Owner's Planning Meeting, per project.
- Perform One (1) Pre-Construction Contractor's Meeting, per project.
- Coordinate the delivery and acceptance all Pre-Construction documents, including (but not limit to); Notice to Proceed, Certificates of Insurances, Bonds, Submittals, etc.
- Create accurate project scheduling and determines project specific milestones.

- Provide the Client regular project status updates.
- Address contractor questions regarding installation means and methods per the intent of the Bidding and Contract Documents.
- Coordinate the delivery and acceptance of contractor's Request for Information.
- Coordinate the delivery and acceptance of Project Designer's Supplemental Instructions.
- Coordinate the delivery and acceptance of Client's Price Request and/or Change Orders.
- Review and certification of contractor billing.
- Coordinate with the Contractor the completion of Punch List items provided by the Project Designer.
- Coordinate with the Contractor to perform the system training.
- Coordinate the delivery and acceptance of project closeout requirements, including (but not limit to); Test Results, Warranties, As-Builts, etc.
- Coordinate the delivery and acceptance of Post-Construction paperwork, including (but not limit to); Substantial Completion, Final Completion, Release of Retention, Release of Sureties, etc.

Inspection Services:

- Provide onsite inspections during the course of the project installation, maximum of Three (3) per project, to ensure contractor installation standards have been met, as defined in the bid documents.
- Provide One (1) onsite inspection to determine if Punch List items have been resolved.

FISCAL IMPLICATIONS:

The cost of the Project Administration Services fee will be a total equal to \$186,000.00 for 12 months of work and will expand over a period of two fiscal years. The District will only be invoice for the months the work is performed. This equates to \$15,500.00 per month. This is a reduced price compared to the initial agreement. This will be paid from the Facilities fund. There is no impact to the General Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School Board of Trustees approve the agreement with Infinity Communications and Consulting, Inc. for Project Administration Services on the Structured Network Cabling Project.



CONTRACT EXTENSION FOR PROJECT ATTACHMENT #0174-20NE
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Master
Agreement No: 0174

SERVICES: CONTRACT EXTENSION FOR PROJECT ADMINISTRATION SERVICES

TERM OF EXTENSION CONTRACT:

This extension will be for a **12-month term**.

The extension fee will be a total of **\$186,000.00** for the Client's desired project(s). This fee will be invoiced **\$15,500.00** **monthly for a non-consecutive twelve-month term**. Infinity will not invoice on the months work is not perform. Invoices will state invoice 1 of 12 and so on.

If additional services are requested by the Client that require a change order, Infinity will bill 5% of the change order amount.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

South San Francisco Unified School District

Signature

07/23/2021

Date

Signature

Date

Marlin Skiby

Chief Operating Officer

Name

Title

Name

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

Address/City/State/Zip

82-0573429

Federal Tax ID#

Federal Tax ID#

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: August 12, 2021

RE: Approval of Contract Extension for Construction Services Agreement with AAA Network Solutions for the Network Structured Cabling Project

BACKGROUND:

The South San Francisco Unified School District (SSFUSD) needs to extend agreement for services of AAA Network Solutions (AAA) to provide Construction and Installation Services for the Network Structured Cabling Project. The initial term of the agreement was for one year. Due to construction, staffing, and materials delays the project is not yet completed and we need to extend the project management agreement with AAA, which was authorized by the Board of Trustees on June 25, 2020. The original completion date was scheduled for July 06, 2021. We are requesting to extend the term of the contract for Phase 01 to September 24, 2021.

FISCAL IMPLICATIONS:

There is no additional cost from this vendor to extend the project's term.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the agreement with AAA Network Solutions to extend the term of the contract to September 24, 2021.



Project Extension Letter

South San Francisco Unified School District
0174-20NE.1 Structured Cabling – Phase 1

July 14, 2021

Dear David Ngo,

South San Francisco Unified School District has agreed to the Extension of the 0174-20NE.1 Structured Cabling Phase 1 Project, from your current scheduled completion date of Tuesday, July 6, 2021.

The **Final Completion Date is Friday, September 24, 2021 no later than 5:00 p.m.** Failure to comply will result in the assessment of \$500.00 a day in liquidated damages, as stated in the contract agreement.

AAA Network Solutions, Inc. will provide all closeout documents, warranties and other documentation described in **SECTION 270000, 271000 – STRUCTURED CABLING**. All close out documents will be submitted to Infinity Communications & Consulting, Inc. 4909 Calloway Drive, Bakersfield, CA 93312.

If you have any questions or concerns, please feel free to contact our office at (661)716-1840.

Sincerely,

Luis Soto
Project Manager
Infinity Communications & Consulting, Inc.

I hereby authorized this document as a formal Project Extension on behalf of South San Francisco Unified School District

Name: _____	Title: _____
Signature: _____	Date: _____

PO BOX 6069 • BAKERSFIELD, CA. • 93386
PHONE: 661.716.1840 • FAX: 661.716.1841
WWW.INFINITYCOMM.COM

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 12, 2021

RE: Approval of Contract Extension for Construction Services Agreement with AMS.Net, Inc. for the Network Electronics Project

BACKGROUND:

The South San Francisco Unified School District (SSFUSD) needs to extend agreement for services of AMS.net (AMS) to provide Installation Services for the Network Electronics Project. The initial term of the agreement was for one year. Due to construction, staffing, and materials delays related to another vendor the project is not yet completed and we need to extend the project management agreement with AMS, which was authorized by the Board of Trustees on March 12, 2020. The original completion date was dependent upon completion of the Network Structured Cabling portion of the project but we originally listed the completion date as July 09, 2021. We are requesting to extend the term of the contract to July 09, 2022.

FISCAL IMPLICATIONS:

There is no additional cost from this vendor to extend the project's term.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with AMS.Net Inc. to extend the term of the contract to July 9, 2022.



Project Extension Letter

South San Francisco Unified School District
0174-20C.1 Network Electronics

July 26, 2021

Dear Dave Zieker,

South San Francisco Unified School District has agreed to the Extension of the 0174-20C.1 Network Electronics Project, from your current scheduled completion date of Friday, July 9, 2021.

The **Final Completion Date is July 9th, 2022 no later than 5:00 p.m.** Failure to comply will result in the assessment of \$500.00 a day in liquidated damages, as stated in the contract agreement.

AMS.Net , Inc. will provide all closeout documents, warranties and other documentation described in **SECTION 27 2000 – NETWORK ELECTRONICS**. All close out documents will be submitted to Infinity Communications & Consulting, Inc. 4909 Calloway Drive, Bakersfield, CA 93312.

If you have any questions or concerns, please feel free to contact our office at (661)716-1840.

Sincerely,

Luis Soto
Project Manager
Infinity Communications & Consulting, Inc.

I hereby authorized this document as a formal Project Extension on behalf of South San Francisco Unified School District

Name: _____	Title: _____
Signature: _____	Date: _____

PO BOX 6069 • BAKERSFIELD, CA. • 93386
PHONE: 661.716.1840 • FAX: 661.716.1841
WWW.INFINITYCOMM.COM

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 12, 2021

RE: Approval of Price Change Price for Network Infrastructure Upgrade Project Contractors

BACKGROUND:

The District's Network Infrastructure Upgrade Project continues and there are some additional unforeseen conditions that need to be addressed at Westborough MS and Sunshine Gardens ES. These issues require a Change Price Request (change order) to be properly addressed.

AAA Network Solutions

CPR#10: \$48,971.36

A cabling pathway needs to be created due to unforeseen circumstances with the original proposed pathway at Sunshine Gardens ES. The original cabling pathway that we intended to be used cannot accommodate any additional data cabling or the existing cabling is stapled onto the outdoor eaves. This conduit will be installed in buildings A, B, C, D, and E to provide a clean and secure pathway to protect the data cabling.

CPR#11: \$36,770.31

A cabling pathway needs to be created due to unforeseen circumstances with the original proposed pathway at Westborough MS. The original cabling pathway that we intended to be used cannot accommodate any additional data cabling. Also, the existing pathway contains other types of cabling such as power and alarm cabling, which should not be routed alongside data cabling.

Both of these Change Price Requests can be charged to the Conduit Pathway Allowance that is accounted for as part of the agreement.

AMS.net

CPR#1: \$8,742.05

This is the first change price request for the Network Electronics part of the project. After completing several schools and moving them over to the new network, we have found that in order to keep the old and new networks running in parallel we need to have several optical network connectors to tie them together so that there is zero network down-time. Several units of these optics are needed to be able to run several sites together simultaneously. At the end of the project these optics can be used as spares.

FISCAL IMPLICATIONS:

The cost of the change price requests is accounted for as part of the project cost for both vendors and will be charged to the Conduit Pathway Allowance (AAA Network Solutions) and the Contingency Fee for the AMS.net. There is no impact to the General Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the change price requests on the Structured Cabling and Network Electronics Projects.



Change Proposal Request (CPR)

Project Information	
Project #	0174-20NE.1
Project Name	Structured Cabling
Address	398 B Street
City, State, Zip	South San Francisco, CA, 94080

Change Proposal Request	
CPR #	010
Issue Date	7/15/2021
Subject	Sunshine Gardens ES Conduit Installations Site wide.

Prime Contract Company	
Contact	David Ngo
Company	AAA Network Solutions
Address	8401 Page St
City, State, Zip	Buena Park, CA 90621
Phone	(714) 484-2711

Owner	
Contact	Joseph Siam
Company	South San Francisco Unified School District
Address	398 B Street
City, State, Zip	South San Francisco, CA 94080
Phone	(650) 877-8700

Description of the proposed change:

Pricing shall be based on the original proposal Scope of Work, Drawings and Product Specifications Sections 271000. The price shall include but not be limited to: the cost to provide, install, and configure the proposed equipment changes. A revised Item 21 is required.

CPR-010 installation of additional conduit and pathway at BLD A,BC,D,E and F to support cabling installation.

	Labor	Material	Tax/Shipping/Bond	Total
	\$33,320.00	\$13,386.0	\$1,305.14/\$960.22	\$48,971.36

Net Amount of this Proposed Change:

\$48,971.36

The Contract Time due to this Change Proposal Request has increased by 12 Working Days

Submitted By

AAA Network Solutions
Company

By [Signature] Date 7/15/21

Response: ☐ Accept ☐ Do Not Accept

South San Francisco Unified School District
Company

By _____ Date _____

August 12, 2021

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Action

Change Order Request # 10 - Sunshine Gardens										
Installation of additional conduit and pathway at buildings A, B, C, D, E and F to support cable installation										
Descriptions		MFTR	Part Number	Unit	QTY	Ext. Material	Ext. Labor	Sales Tax	Final Bonds	Sub-Total
EMT Conduit Installation		Site								
		1								
2" EMT Conduit Installation w/ Hardware	AAANSI	Services	FT	980		\$11,270.00	\$26,460.00	\$1,098.83	\$776.58	\$39,605.40
1" EMT Conduit Installation w/ Hardware	AAANSI	Services	EA	40		\$368.00	\$960.00	\$35.88	\$27.28	\$1,391.16
12x12x4 Nema1 Junction Box	AAANSI	Services	EA	21		\$1,086.75	\$2,520.00	\$105.96	\$74.25	\$3,786.96
12x12x6 Nema3R Junction Box	AAANSI	Services	EA	4		\$299.00	\$480.00	\$29.15	\$16.16	\$824.32
Outdoor Penetrations	AAANSI	Services	EA	21		\$362.25	\$2,520.00	\$35.32	\$58.35	\$2,975.92
Closeout Documents	AAANSI	Management	EA	1		\$0.00	\$95.00	\$0.00	\$1.90	\$96.90
Project Management	AAANSI	Management	EA	1		\$0.00	\$285.00	\$0.00	\$5.70	\$290.70
Total - Material Cost										
Sales Tax										
Total - Labor Cost										
Final Bonds										
TOTAL										
\$13,386.00										
\$1,305.14										
\$33,320.00										
\$960.22										
\$48,971.36										



Change Proposal Request (CPR)

Project Information	
Project #	0174-20NE.1
Project Name	Structured Cabling
Address	398 B Street
City, State, Zip	South San Francisco, CA, 94080

Change Proposal Request	
CPR #	011
Issue Date	7/15/2021
Subject	Westborough MS Installation of additional conduit pathway.

Prime Contract Company	
Contact	David Ngo
Company	AAA Network Solutions
Address	8401 Page St
City, State, Zip	Buena Park, CA 90621
Phone	(714) 484-2711

Owner	
Contact	Joseph Siam
Company	South San Francisco Unified School District
Address	398 B Street
City, State, Zip	South San Francisco, CA 94080
Phone	(650) 877-8700

Description of the proposed change:

Pricing shall be based on the original proposal Scope of Work, Drawings and Product Specifications Sections 271000. The price shall include but not be limited to: the cost to provide, install, and configure the proposed equipment changes. A revised Item 21 is required.

CPR-011 Installation of additional conduit and pathway to support cabling installation.

	Labor	Material	Tax/Shipping/Bond	Total
	\$9,539.25	\$25,580.00	\$930.08/\$720.99	\$36,770.31

Net Amount of this Proposed Change:

\$36,770.31

The Contract Time due to this Change Proposal Request has increased by 12 Working Days

Submitted By

AAA Network Solutions
Company

By [Signature] Date 7/15/21

Response: ☐ Accept ☐ Do Not Accept

South San Francisco Unified School District
Company

By _____ Date _____

August 12, 2021

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Action

Change Order Request # 11 - Westborough										
Installation of additional conduit and pathway at various buildings to support cable installation										
Descriptions	MFTR	Part Number	Unit	QTY	Ext. Material	Ext. Labor	Sales Tax	Final Bonds	Sub-Total	
EMT Conduit Installation	Site									
	1									
2" EMT Conduit Installation w/ Hardware	AAANSI	Services	FT	680	\$7,820.00	\$18,360.00	\$762.45	\$538.85	\$27,481.30	
1" EMT Conduit Installation w/ Hardware	AAANSI	Services	EA	160	\$1,472.00	\$3,840.00	\$143.52	\$109.11	\$5,564.63	
12x12x4 Nema1 Junction Box	AAANSI	Services	EA	2	\$103.50	\$240.00	\$10.09	\$7.07	\$360.66	
Unistrut Installation	AAANSI	Services	FT	20	\$92.00	\$2,400.00	\$8.97	\$50.02	\$2,550.99	
Outdoor Penetrations	AAANSI	Services	EA	3	\$51.75	\$360.00	\$5.05	\$8.34	\$425.13	
Closeout Documents	AAANSI	Management	EA	1	\$0.00	\$95.00	\$0.00	\$1.90	\$96.90	
Project Management	AAANSI	Management	EA	1	\$0.00	\$285.00	\$0.00	\$5.70	\$290.70	
Total - Material Cost									\$9,539.25	
Sales Tax									\$930.08	
Total - Labor Cost									\$25,580.00	
Final Bonds									\$720.99	
TOTAL									\$36,770.31	

Bid Date:
7/14/2021

1

AAA Network Solutions, Inc
7/14/2021



Change Proposal Request (CPR)

Project Information	
Project #	0174-20C.1
Project Name	Network Electronics
Address	398 B Street
City, State, Zip	South San Francisco, CA, 94080

Change Proposal Request	
CPR #	001
Issue Date	7/8/2021
Subject	AMS C06 Additional Multi Site SFP's and Patch cords needed for Temporary Network Link to old MDF.

Prime Contract Company	
Contact	Dave Zieker
Company	AMS.Net Inc.
Address	502 Commerce Way
City, State, Zip	Livermore, CA 94551
Phone	(925)245-6160

Owner	
Contact	Joseph Siam
Company	South San Francisco Unified School District
Address	398 B Street
City, State, Zip	South San Francisco, CA 94080
Phone	(650) 877-8700

Description of the proposed change:

Pricing shall be based on the original proposal Scope of Work, Drawings and Product Specifications Sections 271000. The price shall include but not be limited to: the cost to provide, install, and configure the proposed equipment changes. A revised Item 21 is required.

CPR-006. Multi-Site total 8 SFPs and 100 1FT Patch Cords needed for temporary Link to old MDF.

	Labor	Material	Tax/Shipping/Bond	Total
SFP-10G-LR-S, C6-BL-NB-1-ENC			\$785.69	\$8,742.05

Net Amount of this Proposed Change:

The Contract Time due to this Change Proposal Request has increased by _____ Working Days

Submitted By

Response: ☐ Accept ☐ Do Not Accept

AMS .Net Inc.
Company

South San Francisco Unified School District
Company

By *Diana Monaghan* Date 7/23/21

By _____ Date _____



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Price Quote

Customer

South San Francisco USD
398 B St
South San Francisco CA, 94080-4423 US
ATTN: Joseph Siam

Ship To

South San Francisco USD
398 B St
South San Francisco, CA 94080
ATTN: Joseph Siam

Quote Description

CO 06 - Multi Site - SFPs

Quote #	#Q-00055140
Project #	91502
Modified	7/8/2021
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Chris Gosset
IAM Phone	(925) 245-6159
IAM Email	cgosset@ams.net
Quote Exp.	10/4/2021

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco 10GBASE-LR SFP Module					
1	SFP-10G-LR-S= 10GBASE-LR SFP Module, Enterprise-Class	Cisco Systems Inc.	8.00	\$980.42	\$7,843.36
Patch Cables					
2	C6-BL-NB-1-ENC Category 6 550mhz Patch Cord w/o Boots- 1FT Blue	eNet Components	100.00	\$1.13	\$113.00
Shipping					
3	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$7,956.36
Adjustment	\$0.00
Estimated Taxes	\$785.69
Total	\$8,742.05



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET
Technology Solution Provider

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____