

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, February 13, 2020**

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

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. To consider three (3) expulsion waiver hearing recommendations in accordance with California Education Code Sections 48915 and 48918.
2. Conference with Legal Counsel - Existing Litigation pursuant to paragraph (4) of subsection (d) of California Government Code Section 54956.9 (one case).

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by Sunshine Gardens ES student Sofia Isabel Gomez..

D. REPORTING OUT FROM CLOSED SESSION

E. REVIEW OF AGENDA

F. RECOGNITION AWARDS – volunteers

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 new Student Trustee Yoa

b. Equity and excellence in SSFUSD

c. Other

- ASB Reports
 - o Amanda Yoa, ASB President, El Camino High School
 - o Kristie Poon, ASB President, South San Francisco High School

L. COMMUNICATIONS

Public comments are limited to three minutes per individual. Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded and streamed live. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law, the Brown Act. The Board may request staff to respond orally at the meeting or in writing at a future time.

M. PRESENTATIONS

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

1. EDUCATIONAL SERVICES

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

Principal César Gaytán will share, with the Board, educational priorities and programs at Sunshine Gardens ES.

2. HUMAN RESOURCES

a. Performance Management – Suspension and Expulsion Rates

Director Ryan Sebers will present, to the Board, information and data on suspensions and expulsions in the District in terms of Performance Management.

3. BUSINESS SERVICES

a. Nutrition Services

Director Fran Debost will present, to the Board, an overview of the Nutrition Services Department including programs, operations, menus, and progress on goals.

- 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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a. Minutes to the regular Board Meeting, January 16, 2020.	1 - 17
b. Minutes to the special Board Meeting, January 23, 2020.	18 - 24
c. Staff recommends the approval of the Music First program agreement.	25 - 29
d. Staff recommends the approval of the Superintendent's participation in the April and June 2020 Educational Leadership Professional Learning Group conferences.	30 - 31
2. EDUCATIONAL SERVICES	
a. Staff recommends permission for SSFHS Migrant Education Speech and Debate team students to participate in a competition in Salinas, CA, February 29, 2020.	32
b. Staff recommends permission for Parkway Heights MS staff to participate in the CADA (California Association of Directors of Activities) State Conference in Reno, NV, March 3 - 7, 2020. (Revised)	33 - 34
c. Staff recommends permission for ECHS AVID students to participate in the "College Tour of Northern California" program, March 9 - 10, 2020.	35 - 36
d. Staff recommends the permission for ECHS Key Club students to participate in the Key Club District Convention in Reno, NV, March 13 - 15, 2020.	37
e. Staff recommends permission for ECHS World Language students to participate in an Education First Tours in Spain, March 19 - 30, 2020.	38 - 39
f. Staff recommends permission for one Skyline ES staff member to participate in the (Computer-Using Educators) CUE conference in Palm Springs, CA, March 19 - 20, 2020.	40

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| g. Staff recommends the approval of the Silicon Valley Mathematics Initiative (SVMI) agreement for vendor use of the 2019-20 student level data. | 41 - 45 |
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3. HUMAN RESOURCES

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| a. Certificated Personnel Assignment Order | 46 |
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4. BUSINESS SERVICES

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| a. Gifts to the District, January 2020. | 48 - 49 |
| b. Fundraising events for the 2019-20 school year. | 50 - 51 |
| c. Professional service agreements under \$25,000. | 52 - 71 |

PAGE**PUBLIC HEARING - Voting Districts in SSFUSD/Waiver Application**

A Public Hearing will provide an opportunity for members of the public to comment on SSFUSD's waiver application to hold an election regarding converting to a system of voting by trustee area for members of the Board of Trustees.

ACTION**1. ADMINISTRATION**

- a. Approval to Submit a Waiver Application to Hold an Election on Voting by Trustee Area** 72

Staff recommends the approval of a waiver of the requirements of the California Education Code to hold an election on whether to convert to voting by trustee area for members of the Board of Trustees and submit the waiver to the State Board of Education, as presented to the Board.

- b. Resolution No. 20-03 African American History Month** 73

Staff recommends the adoption of Resolution #20-03: Honoring African American History Month.

- c. Resolution No. 20-04 for Trustee Compensation** 74

The Board will discuss the adoption of Resolution #20-04: To allow stipend payment for Trustee Lujan who was absent from the January 23, 2020 Board meeting.

- d. 2020 California School Boards Association Delegate Assembly Election** 75 - 83

The Board will vote for representatives to the 2020 California School Boards Association Delegate Assembly from Region 5-B, San Mateo County. There are three vacancies.

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2. EDUCATIONAL SERVICES

- a. Approval of Young Audiences of Northern California Memorandum of Understanding (MOU) for 2020** 84 - 90

Staff recommends the approval of the Young Audiences of Northern California MOU for professional development, as presented to the Board.

3. BUSINESS SERVICES

- a. Resolution No. 20-05 for 2020 State School Bond** 91 - 97

Staff recommends the adoption of Resolution #20-05: In support of Proposition 13, the 2020 State School Bond.

- b. Approval of Bid for District Internet Service Provider** 98 - 131

Staff recommends the authorization for the Business Services Department to accept the lowest bid for District internet services from WAVE Business, for five years, and award the contract, as presented to the Board.

- c. Approval of Purchase of Secondary School Site Servers** 132 - 139

Staff recommends the approval of the proposal from Dell for providing secondary school site servers and set-up, as presented to the Board.

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

February 27, 2020

- Teaching and learning presentation - Monte Verde ES
- Presentation on the Boys and Girls Club
- Presentation on Vote4Kids
- Presentation on changing the SSFHS mascot
- Public Hearing – “Sunshine” with CTA

March 12, 2020 - Televised

- Teaching and learning presentation - ECHS
- Presentation on vaping and e-cigarettes
- Presentation and acceptance of Second interim budget report “positive certification”

- Approval of SPSAs
- LCAP update
- Resolution honoring Women's History Month
- Resolution for Red Cross Month
- Approval of dates for 2020-21 LCAP and Budget Hearings and Adoptions

March 19, 2020

- Teaching and learning presentation - SSFHS
- Presentation on Middle College at Skyline College
- Presentation on Career Technical Education (CTE) and Genentech
- Bell schedule update
- Approval of the roll-over produce award for 2020-21
- Approval of the dairy product award for 2020-21
- Resolutions for retirees
- Approval of E-rate subsidy bid

April 2, 2020 – Board study session - (Board room)

- District programs

April 9, 2020

- Teaching and learning presentation - Parkway Heights MS
- Presentation on the Facilities Department
- Williams report for 1st quarter ending 3/31/20
- Approval of declaration of need for fully qualified educators, 2020-21
- Resolution for Child Abuse Prevention Awareness Month
- Resolution for Earth Day
- Resolution for Autism Awareness Month
- Resolutions for retirees

April 23, 2020

- Teaching and learning presentation - Los Cerritos ES
- Presentation on Performance Management - Information Technology
- Recognition for Spelling Bee winner
- Recognition of Helix Cup Science Competition winners
- Resolution for Day of the Teacher (5/5)
- Resolution for Classified School Employee Week (5/17-5/23)

May 14, 2020

- Teaching and learning presentation - Ponderosa ES
- Presentation on Middle College at Skyline College
- Presentation on District Curriculum
- Recognition for outgoing Student Trustee Yao
- Approval of the Board meeting calendar for the 2020-21 school year

- Approval of Graduates - Baden, ECHS and SSFHS
- Approval of Certificates of Completion - Baden, ECHS and SSFHS
- Approval of designated representatives to CIF (California Interscholastic Federation)
- Resolution honoring Asian Pacific American Heritage Month
- Resolution Fund 11 & Fund 14 account balances

May 28, 2020

- Teaching and learning presentation - Alternative Education
- Presentation on Nutrition Services Summer Feeding program
- LCAP update
- Approval of Children's Center Program Self-evaluation annual reports
- Approval for destruction of Disposable Class 3 records
- Presentation on May revision of the Governor's 2020-21 budget

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

Copies of the agenda only are posted next to the front door of the District Office at 398 B Street, and at the following public libraries: South San Francisco libraries, West Orange and Grand Avenue, and the Daly City Library on Wembly Avenue, Daly City. It is also available for review at the District's website: www.ssfusd.org (Click on *Board Meeting Agendas and Minutes*).

1) A CD is made of the Open Session of each meeting; 2) Any writing or document that is a public record relating to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District Office located at 398 B Street, South San Francisco, California 94080. If however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda.; and 3) For special accommodation to participate in this meeting, please contact the Office of the Superintendent, a minimum of 48 hours prior to the 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 January 16, 2020

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. Conference with Legal Counsel - Existing Litigation pursuant to paragraph (4) of subsection (d) of California Government Code Section 54956.9 (one case).
2. Conference with Legal Counsel - Anticipated Litigation, initiation of litigation pursuant to subdivision (c) of Section 54956.9 (one case).

RECONVENE INTO OPEN SESSION - 7:04 p.m.

B. ROLL CALL

Board Members:	Mr. John Baker - Present Mr. Eddie Flores - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present Ms. Kristie Poon, Student Board Member - Present
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Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present Mr. Ted O, Assistant Superintendent, Business Services - Present Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present
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C. PLEDGE OF ALLEGIANCE was led by Alta Loma MS 7th grader Lola Castro. Principal Michael Reichle said Lola is a talented actress, musician, and mathematician and has overcome many obstacles.

D. REPORTING OUT FROM CLOSED SESSION - For Item #2, the Board took action to initiate litigation on a 4 to 1 vote with one Board member dissenting.

ACTION

1. HUMAN RESOURCES

a. Resolution No. 20-02 Honoring Commissioner Jeannette Holt

Board Clerk John Baker read the resolution. Mrs. Holt was not able to attend the meeting.

MOTION #386 (Baker/Lujan) to adopt Resolution#20-02: To honor Commissioner Jeannette Holt for her years of service on the Personnel Commission. (AYES: Student Trustee Poon, Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried (Unanimous)

- E. REVIEW OF AGENDA** – No changes. Trustee Mina Richardson asked why the two March Board meetings were scheduled a week apart. Trustee Baker advised this was due to Spring Break the last week of the month.
- F. RECOGNITION AWARDS** – Vice President Eddie Flores representing the Board, along with Principal Reichle, and Superintendent Shawnterra Moore recognized Alta Loma MS volunteers Carla Cisneros, Tamra Dedmon, Lauren Kitchen, Adolfo Leiva, Maria Vasquez, and Debbie Woo with certificates of appreciation.
- 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 thanked the District's PIO for making the website better, especially with promoting events. He noted that last week's SF Chronicle featured an article on Martin ES's Ruby Bridges Day celebration. Regarding the Early Retirement Incentive MOU, he was glad to see this being addressed early so the District can recruit teachers sooner. He encouraged the Board to approve the resolution in support of Schools and Local Communities Funding Act and thanked Superintendent Moore and Senior Executive Assistant Nalani Allen-Cantley for placing it on this agenda.

California School Employees Association Chapter 197 – President Jolene Malfatti thanked the attendees of CSEA's toy drive last month. She said CSEA is hosting the 2020 Paraprofessionals Educator Conference is taking place in Ontario, CA, March 17 - 19, 2020. She recently met with Dr. Jay Spaulding to discuss increasing Classified staffing in several areas, including Health Services Technicians. Ms. Malfatti advised that Administrative Professionals Weeks takes place in April and she would like to see them get more help in their offices. She was glad that Governor Newsom signed AB 1505 and AB 1507, which hold charter schools more accountable.

- I. PERSONNEL COMMISSION** – Assistant Superintendent Spaulding reported that the last meeting was held on January 13. During that meeting, they ratified twelve position announcements and five eligibility lists. The next Commission meeting will take place on February 10, 2020.

J. ITEMS FROM BOARD

President Patricia Murray said she would like Trustees to use this section of the agenda for announcements, reports, etc.

Trustee Daina Lujan reported that last Saturday, she attended an SMCSBA event where information on Vote4Kids.com was provided. To remain informed on several ballot measures that have the potential to positively impact education funding, parents can visit the website, sign up, and SMCSBA can text information to them. She will be presenting Vote4Kids.com information at the February 27 Board meeting.

K. SUPERINTENDENT'S REPORT

- a. Recognition for outgoing Student Trustee Kristie Poon** – Superintendent Moore said Kristie has been a pleasure to work with. She has provided valuable insights, timely updates, and offered the student perspective on issues. Kristie will continue to report on events at SSFHS for the remainder of this year's Board meetings. The Board and Cabinet presented Kristie with a certificate of appreciation for being the Fall Student Trustee and doing a magnificent job.

Beginning with the February 13 Board meeting, ECHS ASB President Amanda Yoa will begin serving as the Spring Student Trustee.

- b. Congresswoman Jackie Speier's meeting** – the Superintendent shared that the Congresswoman is holding a town hall meeting on January 23 at the SSFHS auditorium. She encouraged all high school students to attend.

▪ **ASB Reports**

- o Daniella Dayow, ASB Vice President, El Camino High School, said the following site committees met to address areas of growth; the Bell Schedule Committee will be resending a video to parents to inform them of the purpose and components of the bell schedule; in February, the Culture and Climate Committee will present a video to students concerning sexual harassment and prevention, followed by students providing feedback via a survey; the Professional Development Committee addresses the needs and assessment surveys from staff to develop a professional development calendar to adjust those needs; the Discipline and Safety Committee has been reviewing and updating the Student Handbook in regards to school rules and discipline policies dealing with attendance, dress codes, tardies and absences; the

Communication Committee is looking into ways to improve the school's website; and the Capstone/CTE Committee is focusing on two pathways in the Culinary Arts and Science.

- o Kristie Poon, ASB President, South San Francisco High School, shared the following events at her school. The ASB executive officers helped to create a fundraising manual detailing with everything club advisors and officers need to know about managing funds and included copies of all paperwork with detailed instructions to explain exactly how things need to be done to improve the efficiency between clubs, ASB, and the office; from the Administrative Team, the 9th grade Building Assets, Reducing Risks (BARR) program has begun holding honor roll assemblies for the first time in many years; Club Rush 2.0 takes place tomorrow; on January 22, the Winter Blood Drive will be held; Spirit Week is also being held next week; and on January 24, the Candyland themed Winter Rally is scheduled. The ASB website, SouthCityASB.com, has been launched with photos, resources, apps, and information on club promotions.

As this is her last meeting as the Student Trustee, Ms. Poon thanked the Board for being welcoming. She will cherish her experience and carry it with her the rest of her life.

L. COMMUNICATIONS

Amanda Fehoko, a Los Cerritos ES teacher, spoke about the need for a more permanent school psychologist. She said this is the site with the greatest need, but the Academic Support Teacher is being pulled to other sites and students are not being served. Dr. Moore will follow up on this with Principal Kennelyn Celeste.

M. PRESENTATIONS

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Alta Loma MiddleSchool

Principal Reichle shared educational priorities and programs at ALMS.

Trustee Lujan complimented Mr. Reichle and said his belief in his team and passion comes through. She appreciated his calling out literacy as being more than the English teacher's responsibility.

Trustee Baker said the follow up is great on "What to do if they don't know it?" The Board trusts the RamFam and how they advocate for students.

Principal Reichle acknowledged Assistant Principal Dr. Teri Pallitto for

her collaboration, amazing support, and for being a team member. She is a consummate professional and they complement each other.

Trustee Richardson noted there are many new teachers at the site. Mr. Reichle said there has been a 50% turnover in the last two and one half years and there is a good blend of teachers in place.

Vice President Flores commended Mr. Reichle for his strong understanding of the framework and being an ambassador. He said it is great to implement change by getting behind it and having people believe in his message and trust in what he's doing. Student involvement is also important. He inquired about the most pressing issue at the site. Mr. Reichle replied that if teachers are not in classrooms, instruction days don't happen. Vice President Flores stated that he appreciates the team work and collective thoughts. He asked if they plan to revisit their mission statement. Principal Reichle noted it was revised two years ago and they revisit it yearly, but it is succinct, simple, and covers everything.

Student Trustee Poon left the meeting at 8:09 p.m.

a. Performance Management - SSFUSD CA Dashboard Results 2019

Assistant Superintendent Keith Irish presented information on the CA School Dashboard results released in December 2019 by comparing the performance of each site and the District with data from the past two years, 2017-18 and 2018-19. He referenced the District's Communication, Achievement, and Relationships (CAR), which is the path of academic success for all students in terms of equity. All parts of the car represent elements of the District's success plan. He is focusing on strengthening systems through the gas tank for benchmarks and the vehicle's dashboard for assessments to correct or change course.

Performance Management (PM)

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

NOTE: Performance Management (PM) Reminders:

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

CA Dashboard current performance indicators



Color coding legend for the following indicators/progress towards goals

-  Green dot means – increased/increased significantly
-  Yellow dot means - maintained
-  Red dot means- declined/decline significantly

Academic ELA Indicator (District is green)

-  Los Cerritos ES, Martin ES, Monte Verde ES, Skyline ES, Spruce ES, Sunshine Gardens, ES, Parkway Heights MS, Westborough MS, ECHS and SSFUSD
-  Buri Buri ES, Junipero Serra ES, Ponderosa ES, and SSFHS
-  Alta Loma MS

Academic Math Indicator (District is yellow)

-  Los Cerritos ES, Junipero Serra ES, Martin ES, Monte Verde ES, Spruce, ES, Sunshine Gardens ES, Parkway Heights MS, ECHS and SSFHS
-  Ponderosa ES, Baden HS, and SSFUSD
-  Buri Buri ES, Skyline ES, Alta Loma MS, and Westborough MS

College/Career Indicator (District is yellow)

-  ECHS and SSFUSD
-  Baden HS and SSFHS
-  NONE

Graduation Indicator (District is green)

-  ECHS and SSFUSD
-  SSFHS
-  Baden HS

Color coding legend for the following indicators/progress towards goals

-  Green dot means – declined/decline significantly
-  Yellow dot means - maintained
-  Red dot means- increased/increased significantly

Suspension Indicator (District is orange)

-  Martin ES, Ponderosa ES, Skyline ES, Spruce ES, Alta Loma MS, Parkway Heights MS, and SSFHS
-  Buri Buri ES, Junipero Serra ES, Monte Verde ES, Baden HS, and SSFUSD
-  Los Cerritos ES, Sunshine Gardens ES, Westborough MS, and ECHS

Chronic Absenteeism Indicator (District is orange)

-  Skyline ES, Spruce ES, and Westborough MS
-  Ponderosa ES, Sunshine Gardens ES, and Alta Loma MS
-  Buri Buri ES, Junipero Serra ES, Los Cerritos ES, Martin ES, Monte Verde ES, Parkway Heights MS, and SSFUSD

Summary

-  Academic ELA - 11 of 16 sites (69%) Increase/Increased Significantly
- Academic Math - 9 of 16 sites (56%) Increase/Increased Significantly
- College/Career - 2 of 4 sites (50%) Increase/Increased Significantly
- Graduation - 2 of 4 sites (50%) Increase/Increased Significantly
- Suspension - 11 of 16 sites (69%) Declined/Declined Significantly



Chronic Absenteeism - 3 of 13 sites (23%) Declined/Declined Significantly

Trustee Lujan asked how chronic absenteeism is being addressed. Mr. Irish replied he is working with Dr. Spaulding and Director Ryan Sebers to address systems, pulling reports every two weeks to determine the reasons for absences, and developing a positive messaging campaign to educate parents to readjust vacation time.

Trustee Baker said the data is a great starting point and next year's presentation may show movement.

Trustee Richardson said she appreciates the focus on data and asked if the District's consultants are helping. Mr. Irish said they are helping with a coaching cohort and added support for site leaders. Trustee Richardson inquired when the next set of data would be available. Mr. Irish replied the Dashboard provides annual metrics each December and Smarter Balanced Assessments take place in April.

Vice President Flores said it was an understandable presentation. He commented on the fact that one or two suspensions can affect absence levels. Mr. Irish said two elementary schools last year had no suspensions, and then one incident occurred with two students being suspended. However, there is no suspension problem in the District's elementary schools. Vice President Flores noted the disconnect with some good academically performing schools having some of the highest chronic absence levels. Some principals are using newsletters to get parents to understand the significance of absences. Vice President Flores suggested a PIO campaign, in English and Spanish, advising parents when not to take kids out of class during the school year.

President Murray stated that it was a positive report and the District is moving in the right direction. Mr. Irish thanked the Board for their support and said progress is being made at the sites.

2. BUSINESS SERVICES

a. Audited Actuals Report for the Year Ended June 30, 2019

Andrew Park, a representative from Eide Bailey, CPAs reviewed the District's Audited actuals report for the year ended June 30, 2019.

Mr. Park advised that auditors are agents of the Board and report directly to them. He said an audit is "a process designed to provide **reasonable assurance** that the financial statements are free of material miss-statements". Auditors provide assurance in the form of

opinions on a set of financial statements at a given point in time. The principle of audit is based on sampling. The highest level of assurance is “unmodified”, then “qualified”, with the lowest being an “adverse or disclaimer”. An unmodified opinion means a clean opinion where the auditors are in agreement with the District’s numbers based on audit procedures performed. A modified opinion is issued in a situation where auditors present a set of financial statements where they don’t agree in some areas.

Opinions

The auditors provided the following opinions for the District’s 2018 - 19 audit.

- **Financial statements** - “unmodified” opinion for internal controls with no material weaknesses, but material deficiencies were reported.
- **Federal awards compliance** - the District is leveraged by Federal funds and auditors report their results to the federal government, which determines what programs they need to audit. For this audit, Special Education was the area of focus. An “unmodified” opinion was reported, with the controls to insure compliance with Federal assistance is working as intended.
- **State awards compliance** - annually the State Controller directs independent auditors on what programs to audit and the audit procedures. An “unmodified” opinion was reported except for compliance related to attendance and pupil counts.

Findings

1. **Financial statements** - some errors occurred as the result of staff turnover, especially in the Director of Fiscal Services position.
2. **Overpayments of vacation** - sites manually submit vacation and sick days for employees. When an employee has used up their allotted days, they sometimes are overpaid and the District needs to dock their pay to get the money back. All departments need to maintain complete and accurate records.
3. **Attendance reporting** - the person responsible for accumulating and compiling the District’s attendance reports retired. It is a personnel issue and one that needs more attention.
4. **Unduplicated LCFF pupil counts** – the key Educational Services person left, creating a gap in the process.

Mr. Park noted this is the fourth year of negative findings for SSFUSD and it is a question of how to address the situation.

The Board thanked Mr. Park for the effectiveness of the audit and acknowledged a few items for follow up.

b. Measure J/Bond Audit for the Year Ended June 30, 2019

Mr. Park also completed the Bond audit. He stated that \$9.9M was the balance at the start of the 2018-19 year. \$3.6M was spent in payroll, services and supplies, and construction. The ultimate question auditors ask is whether the District spent the money where expected.

Results

This is a yes or no audit on whether the District complied with the ballot measures. \$3.4M was audited with invoices and supporting documents. There were no deviations which needed to be reported.

c. Technology Network Infrastructure Audit Findings

Director Joe Siam presented the Technology network infrastructure audit findings and recommendations for improvements.

There are currently 10,000 users – 1,000 staff members and 9,000 students. 10K devices are on the District network, which represents an increase of 7K since 2013. Inconsistent network performance is a frequent complaint. The IT team worked with a consultant to perform a network infrastructure audit which involved:

- Inspecting existing network infrastructure
- Reviewing locations of equipment/cabinets
- Reviewing specifications of hardware, cabling, and installation

Mr. Siam presented photos of these existing examples:

- Network equipment inside of classroom (unsightly and noisy)
- Poor network cabling standards (damaged network jack)
- Incorrect installation of wireless access point (mounted vertically instead of horizontally)
- Inconsistent installations and quality of network cabling
- Inconsistent network electronics
- Inconsistent installation and quality of wireless access points

Recommendations

To replace network cabling and equipment:

- Follow best practices and current industry standards
- Quality installation and high standards
- Consistent and equitable deployment of equipment
- Results will be reliable and capable of serving existing and future equipment

He then presented examples of Industry Standards:

- Network equipment and servers in storage closet secured inside of cabinet
- Network equipment and servers in storage closet secured inside of cabinet

- Correct installation of wireless access point (mounted horizontally instead of vertically)

Estimated Costs

- Conservative estimate - \$6.7M
- District could utilize Federal funding (Erate)
 - o Potential supplementary funding of ~\$700K
- Competitive bidding process could also give more favorable pricing
- Working with Assistant Superintendent of Business Services on funding
 - o \$1.5M - \$2M from General Fund
 - o Remainder from Deferred Maintenance Program funds

Recommendations

- Authorize staff to enter into a contract with Infinity Communications to help develop master plan and assist with bid process.
 - o Helping the District with Erate process to apply for funding
 - o Working with the District to develop information for the Request for Proposal (RFP).
 - o Assist with publication of the RFP.
 - o Work with the District to evaluate the bids received for the project.
- Authorize staff to solicit bids for this project
- Staff will bring the results of the Request for Proposal back for approval at a future Board meeting.

Mr. Siam advised that there is a deadline of March 25, 2020 for Erate filing.

Vice President Flores said he appreciated the pictures which are vivid examples of the need to upgrade, especially in regards to safety. He asked if Infinity Communications or staff handle the RFP approval process or bids. Mr. Siam replied that Infinity Communications does not handle cabling, which is the focus of the RFP proposal, but they act as the District's Erate consultants. He added that Erates are more complicated now and a staff error could be impactful. It comes down to cost vs. benefit.

Christian Baker, from Infinity Communications, told the Board his company has 300 US clients. The Erate process lasts months. The RFP process follows strict guidelines. Districts are fighting for funds and Infinity Communications does the work, taking the burden off of the districts. Vice President Flores inquired about their success rate. Mr. Baker said it has been at 100% for the last three years. They are a clearing house for bidders. Vice President Flores asked how Infinity Communications can assure they will stay within the timeframe. Mr.

Baker said they must do so as there are no extensions.

Trustee Richardson asked when IT was last revamped. Mr. Siam said not including Serra Vista, it was upgraded four to five years ago. Trustee Richardson questioned radiation from more cell towers. Mr. Siam replied there will not be any cell technology, but safe wireless access points. In response to Trustee Richardson's question, Mr. Siam said he would get information on measuring radiation emissions.

Trustee Baker wanted to make sure the revamping includes planning for future capacity. Mr. Siam confirmed that it does.

Trustee Lujan said this is a clear and compelling picture of the District's current technology.

N. CONSENT AGENDA:

MOTION #387 (Lujan/Baker) to approve Item 1a, Minutes to the Special Board meeting, December 12, 2019; Item 1b, Minutes to the Regular Board meeting, December 12, 2019; Item 2a, SSFHS cheerleading students to participate in the USA Cheerleading National Competition in Anaheim, CA; Item 2b, SSFHS wrestling students to participate in the Central Coast Section Championship in San Jose, CA; Item 2c, SSFHS staff member to participate in the CADA State Conference in Reno, NV; Item 2d, School Accountability Report Cards (SARCs) for all sites; Item 2e, CPT 1 vendor agreement between SSF Adult Education and Harper Rand; 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, December 1 - December 31, 2019; Item 4b, Warrant Register, December 1 - December 31, 2019; Item 4c, Cash Receipts, December 1 - December 31, 2019; Item 4d, Gifts to the District for December 2019; Item 4e, Declaration of surplus items; Item 4e, 2019-20 fundraising events; Item 4f, Professional service agreements under \$25,000. Motion Carried (Unanimous)

INFORMATION/DISCUSSION

1. HUMAN RESOURCES

a. Williams Uniform Complaints for Fourth Quarter Ending 12/31/19

Dr. Spaulding presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 12/31/19, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment.

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

2. BUSINESS SERVICES

a. Update on Governor's 2020- 21 Budget Proposal

Assistant Superintendent Ted O reviewed information on Governor Newsom's proposed State budget for the upcoming fiscal year and impacts to the District as discussed at the School Services of California workshop held on January 16, 2020.

LCFF (Local Control Funding Formula)

The Governor's proposed budget includes a \$1.2B increase for LCFF, which reflects a 2.29% COLA. This was a bit lower than the 3% projected at the adoption of the current 2019-20 State budget. However, this additional funding will not affect our District, as we are Basic Aid and get the majority of our funding through property taxes.

One-time Discretionary Funds

Again, the Governor's budget does not propose any one-time discretionary funds for school districts. In his last four years in office, Governor Brown provided school districts with large one-time discretionary funds to help districts with economic recovery.

Rainy Day Fund

Governor Newsom continues to build additional reserves beyond the \$16B currently set-aside. He is proposing adding \$1.9B for 2020-21 and an additional \$1.4B over time. This would bring the fund to \$19.4B by 2023-24 and would help the State weather a future economic storm. should it occur.

CalSTRS and CalPERS (Employee Pensions)

In the current 2019-20 State budget, Governor Newsom provided \$3.15B to assist districts with the rising pension costs for employees. However, he does not propose to provide any additional CalSTRS and CalPERS relief for school districts in 2020-21.

Early Childhood Education and Pre-school

This continues to be the Governor's top priority. He is proposing various pots of funding in this area.

Special Education

In the current 2019-20 Budget, Governor Newsom provided \$152M for Special Ed AB 602 and another one-time flexible funding to school districts of \$493M. He is again proposing funding in these two areas. However, the one-time funding will come with requirements

In the next few months, the California legislature will consider the budget proposal, either pushing back on the Governor's priorities or proposing their own. Governor Newsom will release his mid-May

revision, an update to his proposed budget for next year. Mr. O will then share the updated information with the Board.

ACTION *(continued)*

1. ADMINISTRATION

a. Resolution No. 20-01 In support of Schools and Local Communities Funding Act

Board Clerk Baker read the resolution.

MOTION #388 (Lujan/Richardson) to adopt Resolution #20-01: In support of Schools and Local Communities Funding Act.. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried (Unanimous)

b. Approval of Waiver Application of a By-Area-Trustee Election

MOTION #389 (Lujan/Richardson) to approve and direct the Superintendent to move forward with applying for the waiver of a By-Area-Trustee election requirement. Motion Carried. (Unanimous)

2. HUMAN RESOURCES

a. Approval of Early Retirement Incentive MOU

MOTION #390 (Flores/Baker) to approve the Early Retirement Incentive MOU between the District and the SSFCTA. Motion Carried. (Unanimous)

3. BUSINESS SERVICES

a. Approval of Change Order #3 to the HY Architects Agreement for the Martin ES Modernization Project

MOTION #391 (Lujan/Murray) to approve change order #3 to the HY Architects agreement, in the amount of \$42,026, for the Martin ES modernization project. Motion Carried. (Unanimous)

b. Approval of Amendment #1 to the Construction Management Services with Cumming, Inc.

Trustee Baker noted the amendment stated that the fields would be completed in April or May. He asked if this timeframe does not include the sod setting time. Construction Manager William Gong replied it did

not and the establishment period for the sod would be about two months.

MOTION #392 (Lujan/Richardson) to approve amendment #1 for Construction Management services with Cumming, Inc. in the amount of \$63,100, for the Martin ES modernization project and four field projects. Motion Carried. (Unanimous)

c. Approval of Change Order #2 for the SSFHS Baseball and Softball Fields Project

Trustee Richardson asked what the change order covered. Mr. Gong replied it is a combination of three line items and provided details of the work needed. Trustee Richardson questioned whether this was to repair prior construction work. Mr. Gong said it was not and the area was outside of that scope or work.

MOTION #393 (Baker/Lujan) to approve change order #2 to the Suarez Munoz, Inc. agreement, in the amount of \$96,399.55, for the South San Francisco HS fields projects. Motion Carried. (Unanimous)

d. Approval of Change Order #3 to the CWS Construction Group Agreement for the Martin ES Modernization Project

Trustee Richardson asked about this change order. Mr. Gong replied the work is mostly in building 'C'. They are replacing windows which connect to the roof to insure the area is watertight. Trustee Richardson suggested Facilities Management Consultant Bill Savidge look into the City's window project for buildings which are in the SFO flight path.

MOTION #394 (Lujan/Flores) to approve Change Order #3 to the CWS Construction Group, Inc. agreement, in the amount of \$22,650, for additional work in the Martin ES modernization project. Motion Carried. (Unanimous)

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

President Murray requested a study session on District projects/programs including Dual Immersion. The Trustees agreed to hold this Special Board meeting on April 2, beginning at 6:15 p.m.

January 23, 2020 – Board study session - (Board room)

- Equity Network discussion

February 13, 2020

- Teaching and learning presentation - Sunshine Gardens ES
- Presentation on suspensions and expulsions
- Presentation on Nutrition Services
- Introduction of new Student Trustee Yao
- Resolution honoring African American History Month

February 27, 2020

- Teaching and learning presentation - Monte Verde ES
- Presentation on the Boys and Girls Club
- Presentation on Vote4Kids
- 2020 CSBA Delegate Assembly election

March 12, 2020 - Televised

- Teaching and learning presentation - ECHS
- Presentation on vaping and e-cigarettes
- Presentation and acceptance of Second interim budget report “positive certification”
- Approval of SPSAs
- LCAP update
- Resolution honoring Women’s History Month
- Resolution for Red Cross Month
- Approval of dates for 2020-21 LCAP and Budget Hearings and Adoptions

March 19, 2020

- Teaching and learning presentation - SSFHS
- Presentation on Middle College at Skyline College
- Presentation on Career Technical Education (CTE) and Genentech
- Bell schedule update
- Approval of the roll-over produce award for 2020-21
- Approval of the dairy product award for 2020-21
- Resolutions for retirees
- Approval of E-rate subsidy bid

April 2, 2020 – Board study session - (Board room)

- District programs

April 9, 2020

- Teaching and learning presentation – Parkway Heights MS
- Presentation on the Facilities Department
- Williams report for 1st quarter ending 3/31/20
- Approval of declaration of need for fully qualified educators, 2020-21
- Resolution for Child Abuse Prevention Awareness Month
- Resolution for Earth Day
- Resolution for Autism Awareness Month

April 23, 2020

- Teaching and learning presentation - Los Cerritos ES
- Presentation on Performance Management - Information Technology
- Recognition for Spelling Bee winner
- Recognition of Helix Cup Science Competition winners
- Resolution for Day of the Teacher (5/5)
- Resolution for Classified School Employee Week (5/17-5/23)

SUMMARY OF BOARD DIRECTIVES

1. Dr. Moore to follow up with Los Cerritos ES Principal Celeste regarding a permanent school psychologist at the site.

GOOD AND WELFARE

Trustee Lujan reported she attended the recent SMCSBA Legislator Forum where items such as school lunch balances and safety were discussed. Today she participated in a County Health System discussion on opportunities for students and how to engage them.

Trustee Baker said he also attended the Legislator Forum and then went to the funeral of former District principal, SSF Mayor, and Board member Midge Damonte, who recently passed away. He also participated in this week's school visits with Trustee Richardson and Dr. Moore.

Trustee Richardson thanked Mr. O for the report on Governor Newsom's budget. She also paid her respects to Mr. Damonte, who was well-respected and will be interred at the Golden Gate National Cemetery. She reported that NBC news came to her home regarding airplane noise.

Vice President Flores said he attended Richard Holt's memorial service. He shared that he has been ill recently and thanked his fellow Trustees for representing the Board at events.

Mr. O said he is glad to be fully staffed including his positions of Director and Executive Assistant.

Dr. Spaulding shared that he and Director Sebers are excited to begin the Alternative to Suspension program next week.

Mr. Irish thanked teachers for helping the Educational Services team.

Dr. Moore thanked HGC partners for the District's coaching cohort.

ADJOURNMENT – 9:46 p.m. in memory of

- **Anthony Auimatagi**, a SSFHS graduate and son of a Jefferson Elementary School District Board member, who recently passed away.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Special Meeting of January 23, 2020

OPEN SESSION

A. CALL TO ORDER – 5:03 p.m.

B. ROLL CALL

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

D. COMMUNICATIONS - None

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. Equity Network

Trustees John Baker, Eddie Flores, and Daina Lujan, along with Cabinet members Superintendent Shawnterra Moore, and Assistant Superintendent Keith Irish have attended the SMCSBA Equity Network meetings. This study session enabled the Board and Cabinet to discuss what has been learned thus far about equity, potential next steps in the District, and topics for future discussion at the Equity Network meetings.

Board Study Session Outcomes

- To provide information that establishes a shared understanding of

the focus in the Equity Network meetings.

- To unpack and then establish a common and shared understanding of how SSFUSD defines equity.
- To discuss current steps staff has taken related to equity and possibly determine or solidify next steps.

Each Board and Cabinet member was asked to write their own definition of educational equity. They all shared their thoughts with the group and noted commonalities.

Dr. Moore said educational equity is in line with the District's Vision of the Four E's: Experience, Explore, Embrace, and Excel. Students will be engaged in thoughtful and meaningful ways. In order to get to the equitable outcomes, there are some shifts adults need to make to set the system up to support students to be successful. Equity ties the District's LCAP goals together and creates partnerships with families and communities. She referenced the District's Communication, Achievement, and Relationships (CAR), which is the path of academic success for all students on the road to equity. If any car component is not working well, the entire car which will not function well. It is important to consider the whole system and what we can do differently and what we can do better. Through the lens of equity, we need to look at instruction and whether we are utilizing engaging strategies for all different types of learners. Dr. Moore stated that we need to examine curriculum, if staff reflects the demographics of the student population, hiring practices, master schedules, etc. Are our current systems equitable? Some are and some need to be overhauled.

A video clip, "Why Equity Matters in Education" was presented that spoke of equal treatment not always producing equal results. The Superintendent said districts need to consider the individual needs of students and focus on equitable treatment by providing resources and support to meet them, so all students can thrive in school and life.

SSFUSD 2019 End of the Year State Assessment Scores

	<u>ELA</u>	<u>Math</u>
District	52%	44%
Economically Disadvantaged	38%	29%
English Learners	20%	20%
Students with disabilities	19%	19%

2018-2019 CAASPP Data by School Site

- Dips are noticed in Title 1 schools

AP Classes

The group reviewed the breakdown of high school students taking AP courses by ethnicity.

▪ **AP Calculus**

- o 34% Chinese of 759 students
- o 31% Filipino of 2,290 students
- o 16% Hispanic/Latino of 3,606 students
- o 9% Other Asian of 179 students
- o 6% White of 797 students
- o 1% American Indian/Alaska Native of 84 students
- o 1% Cambodian of 9 students
- o 2% Unidentified of 77 students

▪ **AP Language and Composition**

- o 43% Filipino of 2,290 students
- o 20% Hispanic/Latino of 3,606 students
- o 14% Chinese of 759 students
- o 10% White of 797 students
- o 5% Other Asian of 179 students
- o 2% Japanese of 43 students
- o 1% Vietnamese of 58 students
- o 1% Cambodian of 9 students
- o 1% Asian Indian of 105 students
- o 1% Other Pacific Islander of 122 students
- o 1% Unidentified of 77 students

2017-18 Suspensions by Race/Ethnicity (Secondary sites)

The subgroups with the highest percentages of suspensions are:

- Hawaii at 42.11% (8 students) or .09% of total students enrolled
- Black or African American at 31.02% (58 students) or .68% of total students enrolled
- Cambodian at 11.11% (1 student) or .01% of total students enrolled
- Hispanic/Latino at 10.98% (396 students) or 4.67% of total students enrolled
- American Indian/Alaskan Native at 10.71% (9 students) or .11% of total students enrolled

Last year there were 644 students suspended or 7.60% of total students enrolled.

2018-19 Suspensions by Race/Ethnicity (Secondary sites)

The subgroups with the highest percentages of suspensions are:

- Black or African American at 25.75% (43 students) or .51% of total students enrolled
- Hawaii at 17.65% (3 students) or .04% of total students enrolled
- Samoan at 16.49% (16 students) or .19% of total students enrolled
- Hispanic/Latino at 10.36% (372 students) or 4.44% of total students enrolled
- American Indian /Alaska Native at 10.00% (8 students) or .10% of total students enrolled

This year there were 620 students suspended or 7.40% of all students enrolled.

Superintendent Moore said the data shows a disproportion number of student suspensions within certain ethnic categories. Overall, the District has seen a positive decline in suspensions and expulsions. There were 1,499 suspensions in 2008-09 down to 620 in 2018-19 and 78 expulsions in 2008-09 down to 6 in 2018-19.

Trustee Mina Richardson asked about the cultural component with the higher percentages of expulsions within subgroups. Dr. Moore said the team has developed the student expectations for success for a handbook that tries to be consistent, but there is still some subjectivity. The cultural aspect was not been delved into deeply, but will be a next step to consider.

SSFUSD Demographics

Ethnicity	% of students	% of teachers
Hispanic/Latino	43.66%	9.20%
Filipino	25.77%	6.00%
All Asian	14.44%	8.68%
White	9.53%	65.00%
Black of African Amer.	2.17%	2.40%
American Indian or Alaska Native	0.96%	0.97%

Gender Breakdown

75% of teachers are female and 25% are male. Equity is also considered through the people the District hires.

Trustee Baker asked about State-wide data concerning demographics. Dr. Moore replied that SSFUSD is not unique and the demographics are consistent with other districts. Dr. Spaulding referenced an article which reviewed the diversity of teachers graduating from colleges. He stated that there is not much diversity and SSFUSD is better than most districts. Trustee Richardson said when students have a mentor or teacher who is culturally the same as them, they can relate better. President Murray stated that kids with teachers who look like them do better. Dr. Moore said much of the inequity has been institutionalized and the Equity Network is focused on self-biases, prejudices, and thought processes. Schools were not designed to insure high levels of learning for all students, but to sort kids.

Equity Network Reporting Out

Assistant Superintendent Irish said that with the Equity Network, he is

trying to gain awareness and to look at what Educational Services is doing through the equity lens. This includes analyzing current policies for AP placement. Discussion at the high schools on what they are doing is followed by showing staff data to recognize the disparity between AP students' ethnicity not matching school or District demographics. He is also trying to get a common understanding of what equity looks like as a leadership team. Mr. Irish said that as the work begins, the Board will receive a lot of communication from sites and staff on practices and why hard changes are being made.

Trustee Baker said the education system, from the start, has been designed to separate out certain types of students. It is not that the system is not working as designed, it was just not designed for certain students.

Vice President Flores said equity is a mindset that reaches beyond the District and into our personal lives. One needs to look through the equity lens, then push for change. He stated that "Our educational system was intentional in its inequity." By identifying available resources, the District can accommodate some groups of students at times when they need it, which may not be throughout the school year.

Trustee Baker said the Equity Network has been good with examples of how cultural upbringings by some Board members, in other districts, have played into their decisions.

Vice President Flores said a San Rafael school, with predominately English Language Learners, had a handmade sign placed on their marquee reading "Got English?" He sees the equity effort as timely, and if something like that were to happen in SSFUSD, parents would ask how the District is fixing it.

President Murray noted that State Superintendent Tony Thurmond is working at the State level and is creating a pipeline for black males to become teachers.

Equity Defined

The Board and Cabinet were divided into small groups and challenged to create a statement on what equity is and what it means in SSFUSD. Each team presented their statement and together the group agreed with the following definition:

"SSFUSD recognizes that educational excellence requires a commitment to equity. We believe that educational equity means that each student receives what they need, when they need it, to develop to their full potential."

Current and previous actions taken in SSFUSD

- Revamped the principal evaluation system – building a system that

is equitable and providing tiered levels of supports for principals, based on need.

- Working with HCG to develop and deliver a coaching cohort for all principals and for EDS department; they are also supporting Dr. Spaulding and Dr. Moore in developing systems for the district in our respective departments.
- Aligned our SPSAs to LCAP to have a clear line that provides coherence and alignment and focuses goals/actions on all students but those most in need.
- Board adopted an equity board policy and goals with a focus on equity.
- Board initiated a community forum on homework to ensure equitable practices.
- Districtwide, leaders have taken an assessment on the systems (programs, practices, policies, processes (protocols) and people) that we believe need to be more equitable.
- Exploring the possibility of initiating an equity, inclusion, and diversity team/committee (sent surveys out to gauge interest).
- Cabinet has met with Mr. Hotep from Skyline College to determine how he can support our work as a Cabinet, with all District leaders and possibly develop an equity and inclusivity committee. .
- Each department has identified a system in which we want to develop a more equitable processes/protocol/practice.

An email was sent to District employees asking if they wanted to join the Equity, Inclusion, and Diversity Team. Vice President Flores asked to whom the surveys were sent and what the response rate was. Dr. Moore replied the invitation link went to all 975 employees and resulted in nine people who expressed interest. President Murray asked how many members would be on the committee. Superintendent Moore said it would be kept to ten to fifteen stakeholders, including students. Vice President Flores questioned when the email was sent. Dr. Moore replied it was included in her Monday Morning communication before the Winter Break and she would have it resent. Mr. Irish confirmed the invitation to join will be shared with AAPAC, DELAC, etc.

Vice President Flores asked if the term “equality” is keeping up with the times. Dr. Moore said they are working towards equity. He noted the title of Director of Inclusion is being used in some businesses. She will look into this.

Superintendent Moore said the Equity Network advised spending time on oneself, your own story, and who you surround yourself with to understand your own lens. Vice President Flores noted the actions are a great bullet list which the District can continue to build on and after a year, share with parents. Mr. Irish said that the last bullet is verbatim from the LCAP. Dr. Moore noted that equity discussions take place in

Cabinet meetings and collectively they will start speaking the same language.

Review of Adopted SSFUSD Board Policy

Dr. Moore said the Board policy on equity will be revisited and she will walk through the policies review process with Vice President Flores and Trustee Richardson, who are the District's Board Bylaws and Policies Committee members.

Superintendent Moore said the legacy model becomes the equity model of the school organization with students at the center. Adjustments will be made based on the students' needs. This shift will be difficult and some people will be upset while others will champion it. The Board can now understand the mindset behind the changes.

ADJOURNMENT – 6:36 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: February 13, 2020

RE: Approval of the Preschool Music Is First Program

BACKGROUND:

The Music Is First program supports teachers with curriculum and other identified music integration techniques in the classroom. The 12-week Music Is First program would be held at the Children's Center, Martin State pre-school, and Hillside State pre-school.

FISCAL IMPLICATIONS:

Music Is First agrees to perform all the services of this agreement for a sum of \$8,925.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a Music Is First program agreement for the fiscal year of 2019-20.



Proposal

This document serves as a proposal between South San Francisco Unified (hereafter known as CLIENT) and Music Is First, (located at 353 10th Ave, San Francisco, CA 94118) for services rendered by Music Is First to provide a: 12-week Music First! Program. This program is accompanied by professional development if requested, to support classroom teachers in the Music Is First! Curriculum and other music integration techniques in the classroom.

Summary

Music Is First Teaching Artists will provide a 12 week Music Is First! Residency for 9 classrooms at: TBD. The students will acquire basic music skills related to beat, rhythm and melody through our Music First! program. They will develop language and math skills through the music activities of each lesson. The total budget is: \$8,925.00

Description:

Music Is First Residency –12 weeks

Students will participate in 12- half-hour classes ending in a culminating event. Children will make overt connections between literacy, music, play, and games, through the Music Is First! Curriculum.

Each lesson focuses on:

- Tracking from left to right
- Retelling a story through rhythm, art, or drama
- Using vocabulary that describes music (low/high, soft/loud)
- Making a simple rhythmic pattern
- Working together in a groups

Compensation

Music Is First agrees to perform all the services of this agreement for a sum of \$8,925.00 which includes Music Is First indirect costs. Music Is First shall submit to South San Francisco Unified School District one invoice due as follows: February 15, 2020 in the amount of \$8,925.00. Client agrees to pay the invoice within a period not to exceed fifteen (15) days of receipt of each invoice.



Payment should be made out to: Intersection For the Arts. Music is First shall be written in the memo. Payment should be mail to:

Music Is First
% Intersection For The Arts
1446 Market St.
San Francisco, CA 94102

Either party may terminate the agreement with a thirty-day written notice. CLIENT agrees to pay Music Is First for all hours spent on the program. Mutually agreed upon expenses for materials and supplies will be paid by CLIENT. Any additional expenses will not be paid without previous written agreement from CLIENT and Music Is First. CLIENT agrees to contact Ami Molinelli Music Is First Program Director, and immediately should there be any disagreement or misunderstanding.

Teaching Artists and Program Conditions

Music Is First agrees to respect and abide by the rules and regulations of the CLIENT, including rules and regulations on sexual harassment, suspected child abuse, and drug free work place. A credentialed classroom teacher must be present at all times while the ARTIST is teaching. Music Is First ARTISTS understand that they are hired as independent contractors and are responsible for all state and federal taxes, social security, and any other deductions required by law.

CLIENT and Music Is First accept this agreement.

For South San Francisco
Representative

Date

For Music Is First
Co- Director Ami Molinelli

Date



Project Scope	Annual Cost
*Program Implementation 9 classes for 12-week residencies in South San Francisco Unified School District @ \$55 per 1/2 hour class. - Culminating event \$100 x 9 - Preparation Time of Teaching Artist 9 hours x \$40 /hr - Prep meeting with teacher per site	\$5,940 \$900 \$360 (\$500)
Supplies - Program materials: including online resources, books, instruments, instrument making per site \$125 x 9 classes - musical playlist created by TA for CT, assessment	\$1,125 \$100
Total	\$8,925.00

CONTACTS:

South San Francisco Unified

Eric Claybon

Tel: 650-827-8400

E: eclaybon@ssfusd.org

Music is First

Director: Ami Molinelli

Tel: 510-579-0211

E: amimolinelli@gmail.com

general inquiries: info@musicisfirst.com

Payment info: % Intersection For The Arts

1446 Market St. San Francisco, CA 94102



Music Schedule TBD

Site	Address	# of Classrooms	Session	# of Students/Teacher's
Children's Center	530 Tamarack Lane South San Francisco, CA 94080	5 Classrooms	3 Full Day Session 2 Part Day Sessions	Licensed for 21 students per classroom 3 Adults per classroom
Martin State Preschool	35 School Street, South San Francisco, CA 94080	1 Classroom	2 Sessions AM & PM	Licensed for 23 students per classroom 3 Adults per classroom
Hillside State Preschool	1400 Hillside Blvd.	2 Classrooms	2 Sessions	Licensed for 21 students per classroom 3 Adults per classroom

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: February 13, 2020

RE: Superintendent's Participation in the April and June 2020 Educational Leadership Professional Learning Group Conferences

BACKGROUND

Earlier this year, I joined a superintendent learning group. This is a small group of superintendents from northern and southern California who are also working on similar priorities as SSFUSD like equity and inclusivity, transforming learning, and developing strong systems and processes, to name a few. This group initiated a support that enables these superintendents to develop a strong professional learning system for themselves to support their learning and growth as superintendents in ways that are often not found within educational leadership roles. This group meets four times a year. Twice, the meetings are connected to conferences that Superintendents traditionally already attend and the other two, are stand-alone meetings (one in northern California and the other in southern California).

The superintendents typically meet for a full day and discuss and brainstorm problems of practice that our districts are currently engaged in and solicit feedback and support from one another on different approaches to solve the problems. This is similar to what teachers are doing with professional learning communities. It is a wonderful way to engage with superintendents, model facilitation skills, share resources, and share best practices. This is part of my professional learning system. The information is then brought back and facilitated in Cabinet to help bring perspective on how other districts are involved in some of the same work we are engaged in.

Future meeting topics may be focused on equity and inclusivity, monitoring progress on major projects, and systems for evaluating staff that are meaningful and relevant.

I will bring forward a Board memo on the remainder of the meetings for this year which are listed below but wanted to keep you informed.

The next two meetings will be on April 15 at the Superintendent Conference in San Diego and then June 1, which will be reflecting on the year and then planning workshops for the following year.

FISCAL IMPLICATIONS:

The total expenses, including registration fees, hotel costs, air fare, shuttles, food, etc. would be paid through the appropriate Superintendent budgets.

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Superintendent's participation in the April and June 2020 Educational Leadership Professional Learning Group conferences.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith B. Irish – Assistant Superintendent of Educational Services and Categorical Programs
Karla Groth, Director of English Learners and Special Projects

DATE: February 13, 2020

RE: Approval of permission for the South San Francisco High School Migrant Education Speech and Debate Team to Travel to Salinas High School in Salinas, CA on February 29, 2020

BACKGROUND:

The purpose of this trip on February 29, 2020, is to participate in a local Migrant Education Speech and Debate competition. This is a one-day event. The SSFHS team and their Coaches, Eduardo Miranda and Laurel Dearborn (SSFHS social science teacher) will leave at 5:30 a.m. on Saturday, February 29, 2020 and return at 9:30 p.m. on Saturday, February 29, 2020. Qualifying members debate team will be participating. The team traveling together is comprised of 1 male and 4 females. The group will be traveling to Salinas by district van.

FISCAL IMPLICATIONS:

The Migrant Education grant that SSFUSD receives from the CDE will pay the supervision stipend, participation fees, and the district van. No student will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for the SSFHS Migrant Education Speech and Debate Team to travel to Salinas, CA on Saturday, February 29, 2020 for a one-day local Migrant Education Speech and Debate competition.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Marco Lopez, Principal Parkway Heights Middle School

DATE: February 13, 2020

RE: **Revision** - Approval of Request for Parkway Heights Middle School Staff to travel to Reno, Nevada March 3-7, 2020 to attend the CADA (California Association of Directors of Activities) State Conference.

BACKGROUND:

The California Association of Directors of Activities is an organization that helps members continuously improve campus culture for students across California. CADA prides itself on presenting curriculum that addresses the major trends in education. We also ensure topics and programs meet the needs of your entire educational team including activities directors, administrators, athletic directors, class advisors, educators, finance clerks, counselors, and support staff. Program topics include celebrating diversity, addressing mental health, improving school climate, teaching our students to have grit, and promoting unity. In addition, they address LCAP state driven goals by featuring programs that support student engagement, highlighting school climate and connectedness, and helping to prepare students for success in college and in the workplace. Parkway attends this conference with our other two middle schools and uses down time to collaborate on tri-school events. If approved our Parkway team may apply to present at a workshop.

FISCAL IMPLICATIONS: - Revised

On September 12, 2019, the Board approved the costs for three participants to attend the conference. One additional person has now been added. The estimated costs have been revised for a total of four persons.

Estimated costs \$8,150 to include the following:

- Registration\$1770 (\$400 x 4 – (Salumbides, Gonzalez, Moreno, and Allen)
- Hotel \$2800 (approx. \$700 per person)
- Food \$1180 (approx. \$295 per person)
- Transportation approx. \$600
- Substitutes \$1800

The cost of the trip would be covered by site discretionary funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for revised Parkway Heights Middle School staff to travel to the CADA State Conference in Reno, Nevada on March 3 – 7, 2020

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith B. Irish – Assistant Superintendent of Educational Services and Categorical Programs
Daniel Lunt, Principal, El Camino High School

DATE: February 13, 2020

RE: Approval of permission for ECHS AVID students to travel on the AVID “College Tour of Northern California” March 9 - 10, 2020

BACKGROUND:

The purpose of this trip on March 9-10, 2020 is to provide AVID students with an in-depth experience exploring college choices, the application process, and to help AVID students see college as an actual path. Four AVID Teacher-sponsors Erin Oliveira, Casey Owen, Michael Gassaway and Espie Flores will accompany approximately 40 students from El Camino High School. There will also be additional chaperone(s) provided by the Nationwide College Tour Company. This chaperone has been cleared as a volunteer by SSFUSD. The ECHS AVID students will visit four colleges and universities in Northern California.

The group will travel by chartered bus to Sacramento State, Chico State, UC Berkeley and UC Davis.

The travel party will leave El Camino High School on March 9 at approximately 8 a.m. and will return on March 10 at approximately 3 p.m.

FISCAL IMPLICATIONS:

Program fees and travel expenses are being primarily financed by the AVID students and their families, as well as through fundraising efforts. ECHS AVID will also be providing scholarships for those students facing financial hardship. No students will be denied the opportunity to participate due to financial constraints.

The cost for substitute teachers will be paid by AVID and El Camino High School.

AVID chaperones will be compensated with a \$100 per night stipend as outlined under Article 7, Section I of "The Agreement" between the SSFUSD and the SSFCTA.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for El Camino High School AVID students and their teacher-sponsors to participate in the AVID "College Tour of Northern California" program March 9-10, 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Daniel Lunt, Principal, El Camino High School

DATE: February 13, 2020

RE: Approval of Permission for Students from El Camino High School's Key Club to Attend the Key Club District Convention at the Grand Sierra Resort in Reno Nevada on March 13-15, 2020

BACKGROUND:

The purpose of the Key Club District Convention is to recognize the hard work of the various Key Clubs in our District. Our students will get to meet other students from Key Clubs in three states California, Hawaii, and Nevada. They will get to learn about how others run they Clubs and hopefully bring those Ideas back to our school site. Also, at the convention our Board will get recognized for all of their various accomplishments this year. Students and chaperones will travel via a District van. 6 males and 1 female will be accompanied by Mr. Jack Helfrich, Key Club Director and Ms. Rosie Jimenez, Carlemont staff member. Special rates and accommodations have been reserved at the Grand Sierra Resort in Reno, Nevada.

FISCAL IMPLICATIONS:

All fees, hotel, meals and district van will be divided between Key Club Students, Key Club and the Kiwanis Club. There will be no overnight stipend. No students will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Key Club students to attend the Key Club District Convention at the Grand Sierra Resort in Reno, Nevada March 13-15, 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Daniel Lunt, Principal, El Camino High School

DATE: February 13, 2020

RE: Approval of Permission for El Camino High School World Language staff and students to travel to Spain with Education First Tours March 19–March 30, 2020.

BACKGROUND:

The purpose of this field trip March 19–March 30, 2020 is to provide students the opportunity to participate in learning experiences with Spanish-speaking communities in Spain; capitalize in traveling abroad and explore culture; and embrace seven different cities and communities in Spain. Students will participate in an educational tour with Education First; the group will be accompanied by a Tour Director for the entire trip, as well as, a local guide at each city. This is the first time El Camino's World Language Department is embarking on this opportunity and our learning objectives correlate to all District and LCAP goals. The Educational Tour is called the "Spanish Fiesta" and will include plane tickets, hotels, breakfast/dinner, and tour excursions. Students will visit Barcelona, Valencia, Costa del Sol, Granada, Seville, and Córdoba. There will be 40 ECHS Students, 21 male and 19 female, 6 Teacher/Volunteer Chaperones; Chaperones are: ECHS Teachers Daniel Britton, Feliciano Stevenson, Michael Wang-Belt, Derek Padilla; volunteers: Cynthia Espinor and Carmen DeLeon both district approved. The group will be traveling to Spain from SFO, Education First will provide all transportation and tour details.

FISCAL IMPLICATIONS:

All program fees, including transportation, food and lodging are financed by the students, paid directly to Education First to make all arrangements. No child will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve students in World Language at El Camino High School to participate in the field trip to Spain March 19–March 30, 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Monica Nagy, Ed.D, Principal, Skyline Elementary School

DATE: February 13, 2020

RE: Approval for one Skyline Elementary School Staff member to travel to Palm Springs, California on March 19 - 20, 2020 to attend the CUE (Computer-Using Educators) conference.

BACKGROUND:

CUE, Computer-Using Educators, is a nonprofit educational corporation founded in 1978. CUE transforms teaching by connecting educators with ideas, resources, and each other to use technology to prepare all students to succeed in a rapidly changing world. Ms. Luann Daniel Libman is part of a team of teachers who received the LIGHT Award Grant to work on a two year study of digital literacy and develop professional developments that will support teachers to use technology with their literacy instruction.

FISCAL IMPLICATIONS:

If approved, there will be no fiscal implications for SSFUSD. All costs will be covered by the LIGHT Award Grant.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for one Skyline Elementary School staff to travel to the CUE conference in Palm Springs, California on March 19 - 20, 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: February 13, 2020

RE: Approval for SSFUSD and Silicon Valley Mathematics Initiative (SVMI) to enter into an Agreement for vendor use of the 2019-20 student level data.

BACKGROUND:

The District will provide the Vendor use of its student-level data for the 2019-20 school year to support the analysis of the common cross-district MARS assessments. The purpose of this Data share/exchange is to enable the Vendor to collect Data, evaluate the Data, generate reports and transmit the resulting reports to District and SVMI partner districts. Vendor agrees to not share nor make public district information received under this Agreement. Immediately upon completion of the project, Vendor will destroy all information from Data that Vendor obtained.

FISCAL IMPLICATIONS:

District will incur all costs for the activities under this Agreement, such cost of pre-identification, printing, training, and all other costs that may incur during testing. The Vendor will be responsible for funding the analysis and reporting of Data. Currently, our 6th grade students will be assessed; the cost for material required for testing is \$5.57 per student, which includes Pre-id, test book and scanning. The cost of 594 students is roughly \$3,500.00.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement between SSFUSD and Silicon Valley Mathematics Initiative (SVMI) for the 2019-20 school year.

Data-Sharing and Privacy Agreement

BETWEEN THE
MEMBER DISTRICTS OF THE 2019–20 SILICON VALLEY MATHEMATICS INITIATIVE
MATHEMATICS ASSESSMENT COLLABORATIVE
AND EDUCATIONAL DATA SYSTEMS, INC.

This Data Sharing and Privacy Agreement dated _____ (hereinafter, “**Agreement**”) is by and between the 2019-20 Member Districts of the Silicon Valley Mathematics Initiative (SVMI) Mathematics Assessment Collaborative (MAC) (hereinafter, “**District**”) and Educational Data Systems, Inc. (hereinafter, “**Vendor**”), an independent agency that will provide software, data collection, analysis, and reporting of the common cross-district 2020 Mathematics Assessment Collaborative (MAC)/Mathematics Assessments Resource Service (MARS) summative assessments.

I. BACKGROUND AND GENERAL STATEMENT OF USE

Vendor and District enter into this Agreement to document the terms under which District will provide Vendor access to certain information (hereinafter, “**Data**”) regarding children enrolled in District (hereinafter, “**Students**”) for the purposes and uses described in Section III herein below. It is understood and agreed that Vendor will use information resulting from Data exchanges under this Agreement only for the purposes and permitted activities contemplated by this Agreement. It is understood and agreed that the right to receive and use Data hereunder are granted solely to Vendor; and Vendor will not be entitled to receive or use any Data provided for any other purpose. During the term of this Agreement both parties will take necessary steps to facilitate its implementation as detailed below.

II. TERM OF AGREEMENT

The term of this Agreement (“Term”) will commence upon the agreement date shown in paragraph one. It is understood and agreed that it will remain in effect until it has been terminated as specified in Section VI (B) herein below.

III. PURPOSE OF DATA EXCHANGE, DATA TO BE SHARED, AND PERMITTED ACTIVITIES

Purpose of Data Exchange. District is providing Vendor use of its student-level data for the 2019-20 school year to support the analysis of the common cross-district MAC/MARS assessment given to its students as part of the SVMI consortium agreement. The purpose of this Data exchange is to enable Vendor to collect the Data, evaluate the Data, generate reports from the Data, and transmit the resulting reports and other related deliverables to District and SVMI. Vendor will not provide any Data, reports, or other deliverables that identify District, its schools, its teachers, or its students to any other third party without prior District permission. Nothing in this Agreement shall be construed to authorize Vendor to have access to Data beyond that included in the scope of this Agreement or to permit access to Data by entities other than Vendor. Vendor agrees not to share data received under this Agreement with any other entity, except as permitted by this Agreement and applicable law. Vendor understands that this Agreement does not convey ownership of Data to Vendor.

- A. **Data to Be Shared.** From time to time, as mutually agreed to by Vendor and District, District will provide to Vendor certain student-level Data, subject to the provisions of this Agreement, for a limited duration, and for use for the purposes described in this

Agreement. Data may include any or all of the following data fields in a format mutually agreed to by Vendor and District: Student Name, Student Test Data, Student Demographic Data (e.g., gender, primary language, address, etc.), and Student Identification Number. Such other data fields as are mutually agreed to by the parties may also be provided hereunder.

- B. **Permitted Activities.** In addition to the purposes specified in Section III (A) above, Vendor may analyze Student-level data and other Data to obtain aggregate information across individuals or subgroups. All uses by Vendor of Data are subject to the provisions of Section IV (Protection of Confidential Information) and the provisions of Section V (Compliance with Laws, Rules, Ordinances and Policies) herein below.

IV. PROTECTION OF CONFIDENTIAL INFORMATION

- A. **Disclosure.** Vendor will not disclose Data in any manner that could identify any individual or school, except as authorized by FERPA, to any entity other than authorized employees, contractors, and agents of Vendor, to District, or to staff and supporting personnel of the SVMl. Neither Vendor nor its employees, contractors, or agents will disclose or otherwise release Data or reports relating to an individual or school, nor disclose information relating to a group of individuals, without ensuring the confidentiality of individuals in that group. All publications or reports of Data and information related to Data will involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual or school.
- B. **Illustrations.** If Student-level data is used in a report for illustrative purposes (other than a report prepared exclusively for District), the Student-level data will be obscured in such a way that the student's identity cannot be inferred or otherwise discovered.
- C. **Confidentiality.** Personally identifiable information in the Data is confidential. Data will be stored securely. Only authorized users within Vendor's business will have access to Data. Computer databases will be password protected. Vendor will take precautions to ensure that access through networks and the Internet is carefully monitored and limited to authorized users. All digital or paper storage media containing Data will be kept in secure locations. District will use all reasonable means to protect Data and will use secure means of transfer of data to Vendor. Vendor will not be held responsible for the security of private data if District uses non-secure means of transfer, such as e-mail, external media storage or transfer of unencrypted files, or non-secure file transfer protocol (FTP). Upon the need or upon request, Vendor will supply District with a secure FTP (SFTP with secure socket layer encryption—SSL) site for the secure transfer of data files to Vendor.
- D. **Access to Data.** Access to Data will be limited to Vendor personnel who require the information to perform their duties. The Data may not be shared with any third parties (including, but not limited to, other researchers or analysts outside of Vendor or other Vendor staff) without the written consent of District.
- E. **Destruction of Data.** Immediately upon completion of the project (i.e., when Educational Data Systems is no longer the Vendor for the MAC/MARS assessment project or the project is canceled), Vendor will destroy all Information from Data that Vendor obtained or learned in connection with the project. Upon the District's request, Vendor will promptly certify in writing that this destruction has occurred. Vendor will securely

archive Data from each annual assessment until such time as it is destroyed.

- F. **Obligation.** Vendor agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations agreed to by Vendor under this Section IV. District agrees to cause its personnel, staff, and subcontractors, if any, to undertake the same obligations agree to by District under this Section IV.

- V. **COMPLIANCE WITH LAWS, RULES, ORDINANCES AND POLICIES.** Vendor is and will remain in compliance in all respects with all applicable local, state and Federal laws, ordinances, regulations and statutes relating to this Agreement including, but not limited to, the Family Educational Rights and Privacy Act of 1984 (FERPA; 20 U.S.C. Sec. 1232g), the Information Practices Act (California Civil Code Sec. 1798, et seq.) the Children’s Online Privacy Protection Act (COPPA), 15 US sections 6501-6506, and California EC sections 49069 to 49079, and those relating to non-discrimination. Nothing in this Agreement shall be construed to allow Vendor to maintain, use, disclose, or share Data in any manner prohibited by any Federal laws or regulations. Vendor agrees to cause its personnel, Staff and subcontractors, if any, to undertake the same obligations agreed to by Vendor under this Section V.

VI. **MISCELLANEOUS**

- A. **Costs.** Unless otherwise mutually agreed to in writing, the parties agree that each will assume any and all costs each incurs for the activities conducted under this Agreement. In particular, District is not responsible for funding the analysis and reporting of Data. Vendor will not be responsible for costs associated with activities related to test preparation (pre-identification, testing printing, training, etc.), student testing, data collection, data entry (whether by hand or by machine), scoring, or submittal of data via software or otherwise to Vendor.
- B. **Term of Agreement.** This Agreement will be effective from the agreement date and remain in effect through completion of the 2019–20 school year analysis and reporting based on the Data, unless terminated early by one of the parties by written notice to the other party. Such termination will be effective immediately upon receipt of such notice. This Agreement is renewable by mutual written agreement by authorized representatives of each party.
- C. **Amendments.** Any changes to this Agreement will be subject to the mutual agreement of the parties and will be committed to in writing and incorporated as a part of this Agreement.
- D. **Notices.** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received (i) when delivered personally; (ii) when sent by confirmed facsimile (followed by the physical document); (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt; or (iv) when sent electronically and confirmed (followed by the physical document).
- E. **Ethics.** No officer, agent or employee of District is or will be employed by the Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation, if any, to be paid hereunder except as may be permitted in writing.

- F. **Indemnification.** Vendor agrees to hold harmless and indemnify District and their officers, agents, employees, and independent contractors for and against all losses and liabilities, including any resulting expenses and costs, without limitation, arising out of Vendor's use of any data provided by District under this Agreement.
- G. **Disputes.** Any dispute arising under this agreement shall be resolved in accordance with the laws of the State of California.

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements between the Parties. The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this agreement District and Vendor signify that each party understands and will comply with the conditions stated above. In witness whereof, District and Vendor have executed this Agreement as of the date written above. (Please fill in all information in the box below. Sign and date the agreement, then send or e-mail a copy to Educational Data Systems for counter signature.)

District Name: _____ By (signature): _____ Print: _____ Title: _____ E-mail address: _____	Address: _____ City: _____ State: _____ Zip: _____ Phone: (____) _____ Fax: (____) _____ Date: _____
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Educational Data Systems, Inc. By (signature): _____ Caroline J. Fahmy President E-mail address: caroline@eddata.com	15850 Concord Circle, Suite A Morgan Hill, CA 95037 Phone: (408) 776-7646 Fax: (408) 776-7696 Date: _____
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TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

ASSIGNMENT ADJUSTMENT

Aquino, Holy, a teacher at Ponderosa Elementary School, from 1.0 FTE to 1.2 FTE, effective October 1, 2019, through January 6, 2020.

Kvarna, Elizabeth, a teacher at Buri Buri Elementary School, from 1.0 FTE to 1.2 FTE, effective October 1, 2019, through January 6, 2020.

CERTIFICATED CONTRACT

Milosky, Sheila, Education Preparation: San Francisco State University with a MA degree. Ms. Milosky holds a Resource Specialist Credential. She will be placed at Junipero Serra and Monte Verde Elementary Schools as a Special Education teacher on a Temporary contract effective February 3, 2020. Salary placement FM-12.

RESIGNATION

Salvato, Kayla, a teacher at Martin Elementary School, effective May 29, 2020.

RETIREMENT

Anderson, Louise, a teacher at Skyline Elementary School, effective May 29, 2020.

Collins, Catherine, a teacher at Alta Loma Middle School, effective May 29, 2020.

Nyquist, Karen, a teacher at South San Francisco High School, effective May 29, 2020.

Ong, Lori, a teacher at Ponderosa Elementary School, effective May 29, 2020.

Petterson, Paul, a teacher at South San Francisco High School, effective May 29, 2020.

Trask, Karen, a teacher at Alta Loma Middle School, effective May 29, 2020.

Witter, Gordon, a teacher at Monte Verde Elementary School, effective May 29, 2020.

UNPAID LEAVE OF ABSENCE

Lieberman, Julia, a teacher at Martin Elementary School, effective February 11 through May 29, 2020, child care.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Fung, Kimberly, Site Accounting Technician, District Office, 7.5 hours per day, Range 40, Step 1, effective January 27, 2020.

PROMOTION

Zamora, Patricia, Paraprofessional II – Special Education, Los Cerritos Elementary School, 6 hours per day, Range 29, Step 2, effective February 4, 2020.

Isla, Nathan, Executive Assistant, District Office, 7.5 hours per day, Range 1C, Step 1, effective February 18, 2020.

TRANSFER

Ferrari, Elizabeth, Paraprofessional I – Childcare, Buri Buri Elementary School, transfer from 3.75 hours per day position to 4.5 hours per day position, Range 25, Step 4, effective February 6, 2020.

RETIREMENT

Vela, Gloria, Paraprofessional I - Special Education, 6.0 hours per day, Range 26A, Step 5, effective February 15, 2020.

RESIGNATION

Angeldones, Aaron, Electrician, District Office, 8.0 hours per day, Range 50, Step 5, effective January 22, 2020.

Abramson, Oliver, Custodian II, Sunshine Gardens Elementary School, 8.0 hours per day, Range 36, Step 4, effective January 26, 2020.

ADMINISTRATIVE TRANSFER

Bustios, Faride, Paraprofessional II – Special Education, Hillside Preschool, 6.0 hours per day, Range 36, Step 3, effective December 20, 2019.

TEMPORARY ADMINISTRATIVE TRANSFER

Garcia, Stephanie, Nutrition Services Assistant I, South San Francisco High School, 2.5 hours per day, Range 25H, Step 5, effective January 13, 2020.

TEMPORARY OUT OF CLASS PAY

Zamora, Patricia, Acting Paraprofessional II – Special Education, Los Cerritos Elementary School, Range 29, Step 2, effective August 14, 2019 through February 3, 2020.

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: February 13, 2020

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of January 2020.

FISCAL IMPLICATIONS:

The gifts will benefit the District Office or school sites that have 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 JANUARY 2020.**

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

Non-monetary gift valued at \$230.00 from Kimberly Zimmerman and Jim Scott to El Camino High School in support of the tennis team.

\$1,502.81 from Lifetouch to Monte Verde Elementary School, donation from Fall 19-20 pictures, for the purpose of school expenses and academic excellence.

\$5,000.00 from the City of South San Francisco to Ponderosa Elementary School in support of the kindergarten playground remodel as well as student and school needs.

\$100.00 from NTT Innovation Institute, Inc. to Alta Loma Middle School for the purpose of school use, under the Principal's discretion.

\$28.40 from Box Tops for Education to Alta Loma Middle School for the purpose of school use, under the Principal's discretion.

\$1,000.00 from The CarMax Foundation to Monte Verde Elementary School for the purpose of school use.

\$100.00 from California Kindergarten Association to Los Cerritos Elementary School for the purpose of school use, under the Principal's discretion.

\$490.00 FROM Galen Dallas to El Camino High School for purpose of the Boys Basketball projects.

\$500.00 from Karyl M Matsumoto to Martin Elementary School for the purpose of sponsoring student tables at the MLK Celebration, Sac State 1/25/2020.

\$700.00 from Sara Beuchmann on behalf of Scholarship America to South San Francisco High School for the purpose of the Fieldtrip Grants Program (Porzio).

\$200.00 from Cypress Lawn Cemetery Association to Alta Loma Middle School for the use of ASB Band.

\$500.00 from Philanthropic Ventures Foundation to South San Francisco High School for the use of transportation for 66 students to participate in the LIMPETS Program.

\$358.80 from Esponsor Now, Inc. to El Camino High School for the purpose of the Girls Soccer Projects.

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: February 13, 2020

RE: Approval of 2019-20 Fundraisers

BACKGROUND:

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

The following fund-raisers are being submitted for approval:

El Camino High School

Class of 2020

T-pumps Sale - To be sold at the quad games (1320 Mission Rd. South San Francisco, CA 94080) to help raise money for Jr/Sr Prom commencing January 24, 2020 at 6 p.m.

Boys Basketball

Car Wash - Car wash at El Camino High School. Commencing February 15, 2020.

Los Cerritos Elementary School

5th Grade Class

World's Finest Chocolate Sale - Students will sell chocolate bars outside of school hours to friends and neighbors. Commencing February 3, 2020 to February 21, 2020.

Martin Elementary School

School Climate Committee

For Field Trip & Principal's Discretion Fund - PTA will be hosting a talent show and the School Climate Committee would like to fundraise for school field trip and the Principal's discretionary fund via raffle and silent auction. Commencing February 27, 2020.

Parkway Heights Middle School

Drama Club	School Play/Performance - The drama club will be putting on a play and all proceeds will go towards next school year commencing May 6, 2020 at 5:30 p.m.
ASB Leadership	Parkway Family & Community Swap Meet - Tables provided for crafting, and food will be sold for the purpose of bringing the community together to raise funds for various clubs. Commencing April or May 2020 (Spring), on a Saturday from 8:00 a.m. to 2:00 p.m. Car Show in conjunction with Swap Meet - Commencing April or May 2020 (Spring), on a Saturday from 8:00 a.m. to 2:00 p.m.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: February 13, 2020

RE: Professional Services Agreements

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

\$9,500 Eide Bailly – Provide training to gathering the required information and preparing the Business Services staff in state P1, P2, and annual attendance reports. Commencing January 22, 2020 through April 30, 2020.

District Office – Educational Services

\$2,435 UC Berkeley/UCBHSSP - Professional development session focused on Scope and Sequence, and History/Social Studies Framework. Commencing February 14, 2020.

\$11,671 Document Tracking Services (DTS) – Provide SARC English and Spanish, SPSA, LCAP, and Translations. Commencing March 15, 2020 through March 15, 2021.

Buri Buri Elementary School

\$1,000 Conservation Earth DBA Wild Mind - Specializes in providing school assemblies throughout the Bay Area. They will provide two “Spirit of the Rainforest” presentations at the Buri Buri Elementary School. Commencing April 10, 2020.

\$460 Little Explorers Petting Zoo – Bringing a farm animal petting zoo to Buri Buri Elementary School. Commencing March 5, 2020.

Monte Verde Elementary School

\$13,250 Arbortech – To repair the asphalt and seal coat the 18,780 square feet parking lot at Monte Verde Elementary School. Commencing January 2020.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SERVICES AGREEMENT
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
And
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This Services Agreement ("**Agreement**"), effective as of FEBRUARY 1, 2020 ("**Effective Date**"), is by and between The Regents of the University of California, a California public corporation ("**University**"), on behalf of its UC BERKELEY HISTOR-SOCIAL SCIENCE PROJECT at its Berkeley campus, and SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT ("SSFUSD"), having a principal place of business at 398 B STREET, SOUTH SAN FRANCISCO, CA 94080. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

BACKGROUND

A. The University has the experience and capabilities necessary to perform the services contemplated by this Agreement and the performance of such services is consistent with its educational, research, and public service activities; and

B. SSFUSD would like the University to provide the services as set forth in this Agreement.

In consideration of the mutual covenants, terms and conditions in this Agreement, the Parties agree to the following:

AGREEMENT

1. Scope of Work

The University will perform the services ("**Services**") and, if applicable, provide the deliverables ("**Deliverables**") set forth in the attached Exhibit A, incorporated by reference and made a part of this Agreement.

2. Fees

The fees or rates for the Services to be rendered by the University are set forth in Exhibit A. SSFUSD will pay the University within 30 days from the date of University's invoices. Past due payments will accrue a 1% service charge per month. University will submit all invoices to SSFUSD's representative listed in Section 15 (**Notice**). All payments from [SHORT NAME] to the University will be made by check payable to "The Regents of the University of California" to an address specified in the invoice or by wire transfer to an account specified in the invoice.

3. Term and Termination

3.1 This Agreement commences on the Effective Date and terminates one year from the Effective Date or on JANUARY 31, 2021, whichever is later ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement.

3.2 This Agreement may be terminated by either Party in the event the other Party is in breach of any material term of this Agreement and has failed to cure such breach within 30 days after

notice thereof. SSFUSD's failure to pay any undisputed payment when due under this Agreement will constitute a material breach of this Agreement for the purposes of this provision.

3.3 University may terminate this Agreement with or without cause upon 30 days' written notice to SSFUSD. SSFUSD will pay the University for all Services rendered and expenses incurred as of the date the notice of termination was sent.

3.4 All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections **4 (Copyright)**, **5 (University Name, Trademarks and Logos)**, **6 (Disclaimer of Warranty)**, **7 (Limitations of Liability)**, **8 (Indemnification)**, **9 (Insurance)**, **10 (Confidentiality)**, **12 (Materials Provided by [Short Name])**, and **13 (Data Security and Privacy)**.

4. Copyright

As between University and SSFUSD, University owns all right(s), title, and interest in and to materials and information, including but not limited to course materials, images, text, data, illustrations, photos, audio, video, codes, logos, marketing plans, digital text, research, technical information, know-how, trade secrets, processes, algorithms, code, software, the derivatives thereof, and the selection, coordination and arrangement of such materials that is or was conceived, created, or developed prior to, or independent of the Services and Deliverables defined in Section 1 (collectively "**University Intellectual Property**") whether they are protected by copyrights, trademarks, service marks, patents, or other proprietary rights, either owned by University or licensed to the University by other parties who own such intellectual property. This is not a work made-for-hire agreement under U.S. copyright law, and any and all intellectual property rights to any materials or information created in the performance of this Agreement, including the Deliverables ("**Works**") shall vest with the University. To the extent that the University is not the owner of such Works, SSFUSD hereby irrevocably assigns to University all right, title, and interest (including copyright rights) to and in such Works. The University grants to SSFUSD a non-transferable, non-sublicensable, royalty-free, non-exclusive license to use the Works solely for internal business purposes. SSFUSD will not use the Works for any other purpose without the prior written consent of the University.

5. University Name, Trademarks and Logos

SSFUSD will not use the name of the University of California ("**UC**"), any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of SSFUSD, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at BCBP@berkeley.edu. At all times, SSFUSD agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. SSFUSD will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and SSFUSD hereby expressly waives any right which it may have in University Marks. SSFUSD recognizes the University's exclusive ownership of University Marks.

6. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the Services, the Deliverables, or the results provided under this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. SSFUSD acknowledges that the Services, the Deliverables, and the results are provided on an "as is" basis and without warranties of any kind. SSFUSD further acknowledges that it uses such Services, Deliverables, and results at its own risk. The University will bear no responsibility for the success or failure of the Services, Deliverables, or results.

7. Limitations of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

8. Indemnification

Each Party will defend, indemnify, and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, "**Claim**") but only in proportion to and to the extent such Claims are caused by or result from the negligent acts or omissions of the indemnifying Party, its officers, agents, or employees. The Party seeking indemnification agrees to provide the other Party with prompt notice of any such Claim and to permit the indemnifying Party to defend any Claim or action, and to cooperate fully in such defense. The indemnifying Party will not settle or consent to the entry of any judgment in any Claim without the consent of the other Party, and such consent will not be unreasonably withheld, conditioned, or delayed.

9. Insurance

9.1 The Parties will keep in full force and effect during the Term, at each Party's own expense, insurance or in the case of the University, self-insurance with coverages as follows ("**Insurance**"):

A. Commercial Form General Liability Insurance with minimum limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$2,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$2,000,000

B. Workers Compensation as required by applicable law.

C. If a representative of SSFUSD will be driving on campus, Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence will be required.

9.2 If the Insurance is written on a claims-made form, it will continue for three (3) years following termination of this Agreement.

9.3 The Insurance will provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

9.4 Each Party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other Party, in proportion to and to the extent of the negligent acts or omissions of the former Party's officers, employees and agents.

9.5 Within thirty (30) days of the execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. SSFUSD's Certificate of Insurance will be delivered to University's representative specified in the Section **15 (Notice)**. Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

9.6 The insurance requirements set forth in this Section will not limit a Party's liability.

10. Confidentiality

"**Confidential Information**" is defined as non-public information that: (i) a Party considers confidential or proprietary; and (ii) is marked "Confidential" or "Proprietary." If a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. Unless otherwise required by law (including a subpoena or California Public Records Act request) or court order, each Party will not disclose the other Party's Confidential Information to any third party, and each Party will only use the other Party's Confidential Information to the extent necessary to perform this Agreement. The receiving Party shall have no obligation to retain as confidential any information which: (i) was legally in its possession or known to the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party; (ii) is, or subsequently becomes legally and publicly available without breach of this Agreement by the receiving Party; (iii) is legally obtained by the receiving Party from a third party without any obligation or confidentiality; or (iv) is independently developed by or for the receiving Party without use of the Confidential Information as demonstrated by competent evidence. The receiving Party's confidentiality and use obligations will extend for a period of one (1) year from the date of receipt of the disclosing Party's Confidential Information.

11. Export Control and Biohazardous Materials

SSFUSD will not provide to the University any materials and/or information that are export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774); controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials ("**Export Materials**"). If SSFUSD desires to provide any Export Materials to the University, SSFUSD must provide written notification that identifies such Export Materials, including their export classification to the University contact in Section 15 (Notice) and receive confirmation and approval from the University, prior to disclosure.

12. Materials Provided by SSFUSD

In the event the University is producing Deliverables or providing Services that require SSFUSD to furnish or supply the University with parts, goods, data, specifications,

components, programs, practices, methods, Export Materials (if approved by the University pursuant to Section 11 above), or other property under this Agreement (collectively, "**SSFUSD Materials**"), such SSFUSD Materials shall be identified in Exhibit A, and provided by SSFUSD in a timely and secure manner so as to allow University to perform the Services. SSFUSD warrants that SSFUSD Materials will: (1) conform to the requirements of this Agreement, including all descriptions, specifications, and attachments made a part hereof, and (2) will not infringe any third party rights. The University's acceptance of SSFUSD Materials will not relieve SSFUSD from its obligations under this warranty.

If SSFUSD is providing any materials to University in the performance of this Agreement, SSFUSD will indemnify, defend, and hold harmless the University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that SSFUSD Materials or the University's use of SSFUSD Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The University retains the right to participate in the defense against any such suit or action, and SSFUSD will not settle any such suit or action without the University's consent.

13. Data Security and Privacy

131. Definition of Data Protection Law. For the purpose of this Agreement, "**Data Protection Law**" means applicable laws relating to privacy and data protection, including in the case of University, the Family Educational Rights and Privacy Act ("**FERPA**"), and other applicable U.S. federal and California state laws on privacy and data protection; and in the case of SSFUSD, SSFUSD's applicable national and local laws on privacy and data protection. In the event any Protected Information is revealed, shared, or exchanged between the Parties, each Party agrees to comply with its obligations under all applicable Data Protection Law, and as required under this Agreement. To the extent that any laws or regulations of the home country or region of a Party has extra-territorial application such as to impose legal obligations on the other Party or its conduct outside such home country or region, the other Party upon request will provide reasonable assistance to such other Party in satisfying such obligation as necessary to implement this Agreement. Such reasonable assistance shall not include legal advice or opinion.

132. Protected Information. SSFUSD agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual ("Protected Information"). SSFUSD shall implement, maintain and use internationally recognized commercial data security standards regarding administrative, technical and physical security measures that meet or exceed these requirements, including information access and computer system security measures, to preserve the confidentiality, integrity and availability of the Protected Information. SSFUSD shall not access, use or disclose Protected Information other than for the sole purpose granted by the University as necessary to carry out the Services, or as required by applicable U.S. law, or as otherwise authorized in writing by University. SSFUSD shall inform University of any confirmed or suspected unauthorized access or disclosure of Protected Information immediately upon discovery, both orally and in writing, and fully cooperate with University in investigating and remedying the effects of such breach.

13.3. Non-Disclosure. Neither Party shall use or disclose Protected Information for any purposes except as contemplated by this Agreement or as required by applicable U.S. law (such as pursuant to a subpoena or, for the University, the California Public Records Act), or as otherwise authorized in writing by the other Party. In the event of expiration or termination of this Agreement, the requirements of this Section shall continue to apply to any Protected Information which continues to be stored, processed, or used by either Party following termination of this Agreement.

14. Miscellaneous

14.1 Governing Law

This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively in the County of Alameda.

14.2 Relationship of the Parties

The relationship of the Parties under this Agreement is that of independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

14.3 Force Majeure

If any Party fails to timely perform its obligations under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event.

14.4 Assignment

Neither Party may assign this Agreement without the written consent of the other Party.

14.5 Severability

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

14.6 Integration

This Agreement, including any exhibits, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void. Modifications, including additions or revision of any terms and conditions may only be made by a written agreement signed by both Parties that expressly states in the title of such document an intent to amend this Agreement.

14.7 Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14.8 Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

14.9 Headings

Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

15. Notice

All notices under this Agreement must be in writing, and must be mailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given when received by the Party to whom notice is given or upon receipt by the sending Party of written confirmation of refusal of delivery by the Party to whom notice is sent.

University's representative for all purposes will be:
ANDREA EUBANKS – OFFICE ADMINISTRATOR
UCBHSSP
DEPARTMENT OF HISTORY
3229 DWINELLE HALL
BERKELEY, CA 94720-2550
UCBHSSP@BERKELEY.EDU
510-643-0897

SSFUSD's representative for all purposes will be:
VALERIE GARRETT – DIRECTOR OF STUDENT PERFORMANCE, PROGRAM
EVALUATION, AND INSTRUCTIONAL INTERVENTIONS
398 B STREET
SOUTH SAN FRANCISCO, CA 94080
VGARRETT@SSFUSD.ORG
650-877-8835

16. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the duly authorized Parties have executed this Agreement as of the Effective Date.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: _____

Title: _____

Date: _____

South San Francisco Unified School District
Programming for High School and Middle School Teachers
2019-2020 School Year

SSFUSD Contact: Valerie Garrett, Director of Student Performance, Program Evaluation, and Instructional Interventions; (650) 877-8835, vgarrett@ssfusd.org

The UCB History-Social Science Project proposes a district wide informational session to support social studies/history instruction and use of newly adopted instructional materials among Middle and High School teachers in the district.

Goal: Support Implementation of the California History-Social Science Framework in 6-12 classrooms during a half-day session on February 14th, 2020.

1. Introduce the content and implications of the California H-SS Framework to Middle and High School Teachers who are unfamiliar with the instructional strategies.
2. Review, and plan for implementation of H-SS Framework aligned for instruction with a group of early adopters.
3. Develop inquiry-based units, which incorporate historical thinking skills and develop analytical writing.

Description	Cost
Professional Development Sessions – whole district	
Introduction to district Middle and High School teachers – morning session, February 14th, 2020	
1 half day x \$1850	1850
Sub-total	1850
Administrative Costs @ 10%	185
Access for All Learners Planning Handbook (http://ucbhssp.berkeley.edu/A4AL) For New Teacher & Replacements - \$20/copy x 20	400
	2435

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street
South San Francisco, CA 94080

REQUEST TO HIRE INDEPENDENT CONTRACTOR / CONSULTANT

To: Assistant Superintendent
Business Services

DATE: 1-31-20

FROM: Dr. Valerie Garrett SITE / DEPARTMENT: Educational Services

Contractor: UC Berkeley - UCBHSSP Tax ID Number: 94-6002123
Address: 3229 Dwinelle Hall Phone: (510) 643-0897
City, State, Zip: Berkeley, CA 94720 Email: UCBHSSP@Berkeley.edu

Area of expertise: History / Social Studies for Secondary level. (Middle through high school grades)

Services to be Provided: Professional Development Session focused on Scope and Sequence and History / Social Studies Framework.

Dates of Services: Commencing: February 14, 2020 Ending: February 14, 2020

Total Fee: \$ 2,435 Categorical Funding?: Yes No

Budget %: 100 If yes, page of SPSA:

Budget: 01 - 0000 - 0 - 0000 - 2110 - 58⁹⁹ - 090 - 762

Budget %:

Budget: - - - - - - -

[Signature] 1-31-20
Administrator Date

[Signature] 1-31-2020
District Office Approval Date

For District Use Only

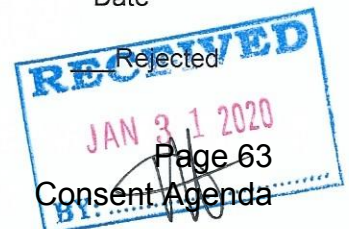
Contract Packet sent to Applicant Date

Cabinet Approved 1/31/20 See 0
Date

Submitted to Board of Trustees on 2/13/20
Board Meeting Date

☒ Approved
☐ Rejected

February 13, 2020



Ted O

From: Ted O
Sent: Friday, January 31, 2020 10:00 AM
To: Keith Irish; Valerie Garrett; Sonia Losno
Cc: Marinda, Ri
Subject: Agmt with The Regents of the Univ. of Calif.
Attachments: Agreement - The Regents of the Univ of Calif.pdf; Request to Hire Indep. Contractor Form.pdf

Good Morning,

I have approved the agreement for The Regents of the University of California to provide services on February 14, 2020 (attached). We will be taking this to the board on February 13th. Since this agreement is under \$10K, we can move forward prior to board approval. Please prepare a purchase requisition for the amount of the agreement asap. That way, once the service is provided and we receive the bill, we can process right away.

Also, once UC signs the agreement, please forward the fully signed agreement to Ms. Marinda.

Thank you,

Ted O
Assistant Superintendent, Business Services
South San Francisco USD
tedo@ssfusd.org
(650) 877-8707



LICENSING AGREEMENT

This Agreement effective **March 15, 2020**, is made and entered into by **South San Francisco Unified School District** as Licensee and Document Tracking Services (DTS) as Licensors each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$4,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: January 26, 2020

Licensee

By: _____

Date: _____

South San Francisco Unified School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2020 School Accountability Report Card, English & Spanish (Custom Template)
2. 2020 School Plan for Student Achievement (CDE Template)
3. 2020 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.



January 26, 2020

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

Re: Document Tracking Services

INVOICE #9408004

Pursuant to the licensing agreement between South San Francisco Unified School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [3/15/20 to 3/15/21]: 17 schools and District Personnel = 18 sites License Agreement Includes Access to 5 Custom Templates	\$4,500
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Translation Services

2020 Spanish School Accountability Report Card: \$150 x 10 School Accountability Report Cards	\$1,500
2020 Spanish Local Control and Accountability Plan & Annual Update: Detailed Word Count and Fee Schedule Provided on Page 2 of Invoice Word Count to be Reviewed at Time of Translation	\$5,671

Total Balance Due: \$11,671

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)



Account Name	Document Name	Language	Word Count	Fee
South San Francisco Unified School District	2020 LCAP	Spanish	42,013	\$5,671

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Document Tracking Service, LLC

2 Business name/disregarded entity name, if different from above
Document Tracking Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10225 Barnes Canyon Road, Suite A200

6 City, state, and ZIP code
San Diego, CA 92121

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

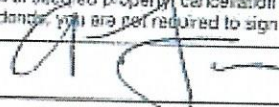
2	0	-	3	4	6	9	2	5	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **1/1/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: February 13, 2020

RE: Update and Approval of Waiver for the District Election Process

BACKGROUND

On Monday, February 3, 2020, the County Committee on School Organization approved the SSFUSD resolution to convert to by district elections. Staff has prepared a waiver application that will be submitted to the California State Board of Education to waive the requirements of the California Education Code to hold an election on whether to convert to a system of voting by trustee areas for members of the Board of Trustees.

SSFUSD seeks to convene a public hearing for public comment and then seek Board direction and approval to direct the Superintendent to submit the waiver application to the California State Board of Education.

FISCAL IMPLICATIONS:

None

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees approve and direct Superintendent Moore to submit the waiver application to the State Board of Education.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #20-03

**AFRICAN AMERICAN HISTORY MONTH
FEBRUARY 1 – FEBRUARY 29, 2020**

*WHEREAS, "Negro History Week" was established in February 1926 and grew in popularity to eventually be designated as **African American History Month** by Presidential Proclamation in 1976; and*

*WHEREAS, this year's theme is: "**African Americans and the Vote**"; which recognizes the struggle of African Americans for the right to vote and ensure their ability to fully participate in American democracy; and*

WHEREAS, the theme of the vote also includes the rise of black elected and appointed officials at the local and national levels, campaigns for equal rights legislation, as well as the role and contributions of blacks in political parties; and

WHEREAS, the month of February was chosen as it marks the birthday of abolitionist Frederick Douglass and President Abraham Lincoln, both of whom dramatically affected the lives of African Americans; and

WHEREAS, the purpose of African American History Month is to recognize the important role that African Americans have played in the history of our country and to acknowledge the injustices they have suffered and the challenges they continue to face and strive to overcome; and

WHEREAS, African Americans have contributed economically, culturally, and socially to the development of United States history, especially in the area of human rights; and

WHEREAS, California Education Code Section 51204.5 specifically calls for instruction in the social sciences to include the study of the role and contributions of African Americans, to the economic, political, and social development of California and the nation, with particular emphasis on portraying the role of this group in contemporary society; and

*NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor African Americans during **African American History Month**.*

REGULARLY PASSED AND ADOPTED this 13th day of February, 2020.

AYES in Favor of Said Resolution

ATTEST:

Secretary/Clerk of the Board

Superintendent of Schools

February 13, 2020

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #20-04

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 a work commitment.

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees adopts Resolution #20-04 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

January 23, 2020
Special Board Meeting

REGULARLY PASSED AND ADOPTED this 13th day of February, 2020.

AYES in Favor of Resolution

NOES Against Resolution

ATTEST:

Clerk/Secretary of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: February 13, 2020

RE: 2020 CSBA Delegate Assembly Election

BACKGROUND

California School Board Association (CSBA) is providing the District with a ballot for the election of representatives to their 2020 Delegate Assembly. SSFUSD is part of sub-region 5B (San Mateo County).

The election material includes the required candidate biographical sketch form, and if submitted, a resume for each candidate. To be eligible to serve on the Delegate Assembly, a board member must be a trustee of a district or county office of education that is a current member of CSBA and within the geographic region or sub-region which the Delegate will represent. SSFUSD Vice President Eddie Flores is a 2020 delegate assembly candidate.

The Board as a whole may vote for up to three individuals to fill the three vacancies in sub-region 5B. Regardless of the number of vacancies, each Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates.

Ballots must be postmarked by Monday, March 16, 2020. Election results will be available no later than Wednesday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected delegates will serve two-year terms beginning April 1, 2020 through March 31, 2022.

FISCAL IMPLICATIONS

N/A

RECOMMENDATION

The South San Francisco Unified School District Board of Trustees may vote for up to three candidates to serve as 2020 CSBA Delegate Assembly members.



REQUIRES BOARD ACTION

Due: Mon. Mar. 16—return ballot in enclosed envelope

January 31, 2020

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Xilonin Cruz-Gonzalez, CSBA President
Re: 2020 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 16, 2020. No exceptions.**

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17 at the Hyatt Regency in Sacramento. The names of all Delegates will be available on CSBA's website no later than Wednesday, April 1. Please do not hesitate to contact CSBA's Executive Office at (800) 266-3382 should you have any questions.

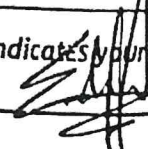
Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and resumes, if provided
CSBA-addressed envelope to send back ballots

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your **CONSENT** to have your name placed on the ballot and to **SERVE** as a Delegate, if elected.

Signature: 

Date: 01/07/2020

Name: Eddie Flores

CSBA Region & subregion #: 5B

District or COE: South San Francisco Unified School District

Years on board: 1yr

Profession: Corporate Events Professional Contact Number (please v ☐ Cell ☐ Home ☐ Bus.): 510-290-4842

*Primary E-mail: eflores@ssfusd.org

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☐ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a delegate to be able to bring a much-needed voice to the table that represents our changing demographics in our state. As a Latino male immigrant, I want to ensure that in CSBA and through my participation, I can help to bring a collective voice that reflects the interests of school districts in San Mateo County. Representation matters, and I believe that by being intentional, thoughtful and inclusive I am positioned to bring my expertise and point of view to serve my colleagues as a thoughtful and committed delegate. Furthermore, I am very well equipped to be able to deliberate and contribute to the dialogue to establish the framework for the vision, mission and policies through my professional education experience, and having an MBA. Seeing things with a business analytical perspective and providing easy common language to financial assessments is a core strength and skill I am happy to be able to share to ensure that we are fiscally responsible in all matters and that we continue to strive and to meet our return on investment for all of our students. I humbly ask for your vote, and look forward to continuing to collaborate and learn together for the betterment of our kids.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I currently have been elected by my colleagues on the board, as Vice President for the 2020 year. I am an active community member as well in the City of South San Francisco and a strong and passionate advocate for the work we do as a board. I represent the District and my colleagues in whatever best way that I can and have attended numerous community events not only in my city, but also trainings put on by our local San Mateo County Office of Education during the course of the past year. I am also a member of SMCCSBA, and have participated in numerous trainings and meetings, collaborating and building bridges to ensure that our region/county stay connected and that all of us feel supported. Lastly, I am also a graduate of CSBA's Master in Governance program and course and have also attended and participated in CSBA conferences and events as well as those for my local chapter in San Mateo County.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

First, insisting on institutional integrity and accountability to all stakeholders of the California public for the education expenditures in this state; second, support for locally controlled curriculum that will meet student needs to be prepared for the 21st Century global economy; third, aggressive advocacy for appropriate funding for public education in California. All of these priorities will be required to maintain the CSBA's role as a leader in the policy debates for public education.

February 13, 2020

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 391-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

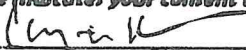
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Action

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 11/ 2/19

Name: <u>Clayton Koo</u>	CSBA Region & subregion #: <u>5B</u>
District or COE: <u>Jefferson Elementary School District</u>	Years on board: <u>4</u>
Profession: <u>Manager</u>	Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): <u>650-735-1838</u>
*Primary E-mail: <u>clayton.koo@jeffersonesd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: <u>2017</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I seek to continue serving as a Delegate to ensure our top priorities and concerns remain at the forefront on a statewide level. I believe it is the role of a delegate is to advocate on your behalf and raise the most pressing concerns with our elected officials and education leaders by holding in-person meetings, partaking in regional and statewide workshops, or starting and guiding conversations with other delegates who may lie on the other side of the policy spectrum. Education is a critical stepping stone for a child's future success, in and out of the classroom, and I want to continue to make sure that CSBA's organizational policies and initiatives ensure that every California student receive the highest quality and very best education. I kindly ask for your support so that I can continue to be an advocate for all school board members across Region 5B on the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served on the Jefferson Elementary School District Board of Trustees since 2015 and currently am a member of my district's Parent Involvement Advisory Committee and Board Policies Committee. Since 2017, I have served as a Delegate for Region 5B and am an active member of the San Mateo County School Boards Association, assisting them in its marketing and communication activities as Communication Director, serving as a Legislative Committee member, and helping to build out its "Vote for Our Kids" initiative to encourage more parents and families to pledge to support public education funding locally. I have also volunteered on multiple parcel tax and bond measure campaigns in my school district and the Jefferson Elementary School District to support our students, teachers, staff, and families with academic resources and programs, as well as improving our school facilities and infrastructure to support a positive learning environment. Additionally, I have been a volunteer and participant with the American Cancer Society's Relay for Life events for over 12 years throughout the Bay Area, and helped to organize the Relay for Life of Daly City event for three years and raise over \$100,000 toward cancer research and prevention awareness.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Among the biggest challenges facing governing boards across Region 5B and California is the need to provide full and fair funding, ensuring that we can provide consistent and equitable education funding and resources so that every student can succeed regardless of where they live. In addition, the affordability crisis hitting our state has made it ever more difficult for the best teachers and staff to remain in our region, and CSBA as a collective group can and should advocate for policies and programs that helps us to lessen this growing burden through innovative approaches. I recognize that I alone cannot solve all of these problems, but I believe that CSBA and delegates across California can work together to brainstorm ideas, come to consensus, determine solutions, and advocate for actions that address them most effectively.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

Clayton Koo

claykoo@gmail.com

Professional Experience

Paid Social Media Manager, Wavemaker

May 2019 – Present

- Develop, forecast, and define social media plans and strategies with Practice and Account Directors to increase awareness across multiple audiences and drive cost-efficient conversions to support client goals
- Present weekly and monthly performance reports and insights to senior management leadership that track, analyze, and evaluate campaign analytics based on key advertising metrics and planned objectives
- Manage team of two associates to build and manage Facebook, Instagram, Twitter, Snapchat, and Pinterest campaigns

Acquisition Strategist, LIFT Agency

April 2018 – May 2019

- Led growth marketing projects and implemented plans using search, digital, social, display, direct mail, email marketing, and other direct response channels to drive customer conversions and purchases
- Created and proposed strategies to most effectively leverage and visualize campaign performance data and analytics to help senior client leadership and account teams make the most informed decisions
- Collaborated with Fortune 100 corporation to develop and implement digital acquisition journeys and campaigns across the consumer lifecycle and cart checkout process

Account Strategist & Media Buyer, Storefront Political Media

February 2014 – April 2018

- Planned and managed brand awareness, lead generation, and user engagement advertising campaigns for Fortune 100 corporation, nonprofit organizations, and advocacy clients across the United States
- Worked directly with media companies and vendors to place and optimize \$30+ million-dollar campaigns across television, online radio, broadcast radio, digital, search, social media, print, outdoor, and native
- Grew sales funnel programs for in-house direct mail and digital advertising platforms by expanding partnerships and driving leads and conversions through multiple types of test and learn approaches

Project Coordinator, Circlepoint

November 2011 – October 2013

- Planned and implemented public relations and outreach activities for major infrastructure, transit, transportation, and economic development projects across the United States by developing messaging, project reports, and direct mail

Community & Volunteer Experience

President / Governing Board Member, Jefferson Elementary School District

December 2015 – Present

- Serve as an elected member of the Board of Trustees who provides guidance and direction on the establishment of educational leadership, curriculum, and policies for over 6,000 K-8 grade students and 400 staff members

Event & Marketing Chair, American Cancer Society, Relay For Life

April 2012 – January 2015

- Managed 25 volunteers for year-around community outreach, organized marketing efforts (earned and paid), planned and executed all event logistics, and fundraised over \$100,000 for cancer research and prevention awareness

Honors & Recognition

"32 Under 32" Awardee, Ad 2 San Francisco

October 2017

- Recognized for making it easier for individuals to create change in their community by leveling the marketing, advertising, and campaign strategy playing field using cost-efficient digital marketing tools and tactics

Education

- University of California, Berkeley, B.A. Political Science

Training & Certifications

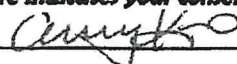
- California School Boards Association (CSBA) Masters in Governance
- Facebook Certified Media Buying Professional
- Snapchat Advertising Core Competencies Certification
- Google Analytics Individual Qualification
- Google Ads Search Certification
- Google Ads Display Certification

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 12/20/19

Name: <u>Amy Koo</u>		CSBA Region & subregion #: <u>5B</u>
District or COE: <u>Belmont-Redwood Shores School District</u>		Years on board: <u>6</u>
Profession: <u>Pharmaceuticals Director</u>	Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): <u>415-794-9379</u>	
*Primary E-mail: <u>amykoo.schoolboard@gmail.com</u>		
(*Communications from CSBA will be sent to primary email)		
Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: <u>2018</u>		

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I'd like to continuing being a Delegate to ensure that the viewpoints of our region are shared as we struggle to recruit and retain teachers with limited funding and address our students' social and emotional wellbeing as mental health issues rise. I care greatly about closing the opportunity gaps that are highlighted via the California dashboard. I believe we need to help every child reach their potential, and the guidance and support that CSBA can provide in both coordinating advocacy efforts and education of board members is critical.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently the Board Vice-President and a liaison to SchoolForce, the education foundation. I have successfully pushed for a district communication plan to engage all stakeholders in support of our school. I have completed my Masters in Governance training, attended all AECs, and am a continuous learner. I am the co-chair of the SMCSBA Kent Awards program which recognizes educational best practices in San Mateo County and am currently the Vice-President, NorCal for APISMBA. I've been the Business Value Co-Chair for Women at Gilead for the past 2 years.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is being knowledgeable enough about all topics that can impact their district to make sound policy decisions and provide long range direction to their cabinet. CSBA plays a huge role in educating board members and supporting them in not only making the best decisions for their district, but also being mindful of the external environment. CSBA should continue to vary their communication methods (adding text messaging, online learning were first steps) to increase their reach on both advocacy efforts and educational topics.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

AMY KOO

amykoo.schoolboard@gmail.com / (415) 794-9379

Redwood City, CA

COMMUNITY VOLUNTEER EXPERIENCE

- Board Member, **Asian Pacific Islander School Board Members Association** 2019-current
 - Vice-President, Northern California, 2020
 - Treasurer / Membership, 2019
- Delegate Assembly, **California School Boards Association** 2018-current
- Leadership Team, **Women at Gilead Employee Resource Group** 2018-current
 - Membership Co-Chair, 2020
 - Business Value Co-Chair, 2018-2019
- Board Member, **San Mateo County School Boards Association** 2017-current
 - Kent Awards Co-Chair – 2019, 2020
- Trustee, **Belmont-Redwood Shores School District** 2013-current
 - Board President - 2016
- Member, Patient Advisory Committee, **Palo Alto Medical Foundation** 2010-2011

PROFESSIONAL EXPERIENCE

GILEAD SCIENCES, Foster City, CA 2010-current

Director, Managed Markets Analytics (2018 – current)

Lead the Data Strategy and Innovation team which enables the Managed Markets Strategy and Operations department to make timely data driven decisions and to design and operate optimal programs to ensure access to Gilead products. 2 direct reports.

Senior Manager/Manager, Trade Operations (2010 – 2018)

Maintain the data, systems, and metrics to manage channel inventory through wholesalers and specialty pharmacies and provide analytics to support revenue forecasting / account management. Improve patient access through analysis of patient data from specialty pharmacies. Oversight of payment and contract management processes for Trade. 5 direct reports

EXELIXIS, South San Francisco, CA 2009-2010

Senior Clinical Supplies Manager II (2010)

Temporary Supply Chain Manager (2009 – 2010)

Developed, implemented, and managed the forecasting, planning, and control of pharmaceutical products in both domestic and international supply chains to meet clinical requirements.

NEKTAR THERAPEUTICS, San Carlos, CA 2005-2008

Portfolio and Strategic Planning Manager (2007 – 2008)

Production Control Manager (2005 – 2007)

EDUCATION AND PROFESSIONAL DEVELOPMENT

STANFORD UNIVERSITY

Stanford, CA

Master in Business Administration, Graduate School of Business

Master in Manufacturing Systems Engineering, School of Engineering

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

Cambridge, MA

Bachelor of Science in Chemical Engineering, Minor in East Asian Studies

CERTIFICATIONS/TRAINING:

- California School Boards Association Masters in Governance - 2016

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT
SUBREGION 5-B
(San Mateo County)

(Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

☐ Eddie Flores (South San Francisco USD)

☐ Clayton Koo (Jefferson ESD)*

☐ Amy Koo (Belmont-Redwood Shores)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

February 13, 2020

See reverse side for a current list of all Delegates in your Region.

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REGION 5 – 10 Delegates (7 elected/3 appointed◆)

Director: Alisa MacAvoy (Redwood City ESD)

Below are the current Delegates and their terms (as of January 31, 2020).

Subregion 5-A (San Francisco)

Alison M. Collins (San Francisco County USD)◆, appointed term expires 2020
Rachel Norton (San Francisco County USD)◆, appointed term expires 2021
Jenny Lam (San Francisco County USD)◆, appointed term expires 2021

Subregion 5-B (San Mateo)

Davina Drabkin (Burlingame ESD), term expires 2021
Carrie Du Bois (Sequoia Union HSD), term expires 2021
Amy Koo (Belmont-Redwood Shores SD), term expires 2020
Clayton Koo (Jefferson ESD), term expires 2020
Gregory Land (San Mateo Union HSD), term expires 2021
Kalimah Salahuddin (Jefferson Union HSD), term expires 2020

County Delegate:

Beverly Gerard (San Mateo COE), term expires 2021

Counties

San Francisco (Subregion A)
San Mateo (Subregion B)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: February 13, 2020

RE: Approval of Professional Development Agreement between Young Audiences of Northern California and SSFUSD, February 13, 2020 thru December 31, 2020

BACKGROUND:

The purpose of this Agreement is YANC delivers maximum impact on student learning by ensuring that all of our Signature Core Programs are arts-focused, child-centered, outcomes-driven, and measurably effective. To achieve these qualities, all Signature Core Programs contain the following four essential elements, offering children the opportunity to:

- Experience the art of demonstrated by a professional artist
- Understand the art form and its history and culture
- Create the art form
- Connect their learning to other areas of study, and to their lives and world

All YANC programs are designed to address the specific educational and/or social goals of a class or school. This is done through arts integration, in which instruction in an art form is integrated with instruction in another curricular area.

FISCAL IMPLICATIONS:

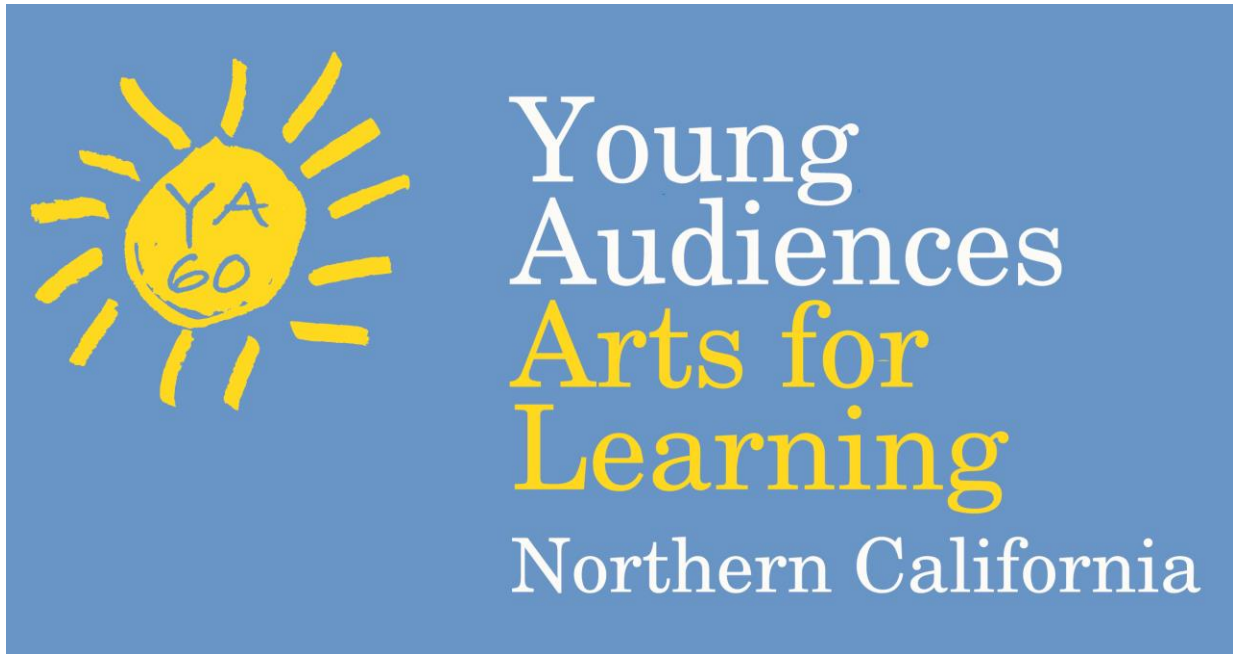
The total contract for Young Audiences of Northern California support cost shall \$173,000, to be paid out of LCAP Supplemental funds:

- Artist Fees \$14,400.00
- Summer School - \$89,200

- Professional Development \$33,000
- Administrative Cost \$36,400

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU between Young Audiences of Northern California and SSFUSD, February 13, 2020 thru December 31, 2020.



**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT 2020
STEAM – ARTS INTEGRATION PROGRAM
SUMMER ARTS LEARNING**

**YOUNG AUDIENCES OF NORTHERN CALIFORNIA
Service Proposal**

Submitted: 13 February 2020
By John Alecca, Executive Director

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2020 SUMMER ARTS LEARNING INSTITUTE (SALI)
YOUNG AUDIENCES OF NORTHERN CALIFORNIA SERVICE PROPOSAL

District:

South San Francisco Unified School District (SSFUSD)
398 B Street
South San Francisco, CA 94080
650-877-8700
www.ssfusd.org

Contractor:

Young Audiences of Northern California (YANC)
57 Post Street #907
San Francisco, CA 94104
415-554-5554
www.ya-nc.org
Fed I.D. #: 94-1553479

Service Period

13 February 2020 – 31 December 2020

Contract Amount: \$173,000

Contractors Areas of Service:

1: Culturally Relevant Assemblies/Performances

Goal/Expected Outcome:

Increase exposure to underserved students by providing positive culturally relevant performances that highlight the various cultures represented in SSFUSD.

YANC will deliver one/two assembly programs to each to each of the 12 SSFUSD schools. YANC will work with School District team and individual schools to select and schedule the appropriate assemble from our 70 diverse assembly offers. All assemblies are subject to artist availability.

Assembly performances bring the arts to life for students with professional dance, theater or music programs right in their school. These interactive performances entertain and educate in order to expand student's understanding of our diverse world.

2: Classroom Teacher Intensive

PD for Classroom Teachers

June 1-5, 2020

With the goal of expanding teacher practice and strengthening arts education, Young Audiences will provide professional development to summer school educators in Arts Integration. Participating Teachers and Teaching Artists will participate in a 5 day intensive focusing on the practices of Harvard's Project Zero, including:

- Studio Habits of Mind
- Making Learning Visible
- Culturally Sustaining Practices

Through a series of hands-on activities, pedagogical strategies will be put into action, allowing participants to make connections to core educational content while exploring strategies in multiple art forms.

Time will be allocated during this training to ensure participating teachers will collaborate and develop their summer arts integrated project with their Teaching Artist partner.

3: VAPA Professional Development:

Goal/Outcome: Provide SSFUSD teachers with strategies and professional development that will provide the necessary tools to imbed STEAM into the classrooms.

The project offers professional development workshops and coaching-based work with the SSFUSD designated on-site VAPA coordinators.

Training comprises of three after-school sessions (2 hrs each); one Saturday training (6 hours); and one hour individual teacher coaching.

4: Summer Arts Integration (SAI)

June 10 – July 8, 2020

Goal/Outcomes:

Provide underserved students with engaging summer camp Arts Integration (STEAM) classes and arts/cultural (VAPA) instruction classes to both Grades 3-6 and Grades 6-8.

Recommended Schedule:

Each camp's Summer Schedule will include THREE 90 minute tracks offered each day:

Track 1:

Arts Camp (including but limited to Visual Arts, Dance, Cultural Arts...i.e. Mural Making, Hip Hop, Spoken Work, Ballet Folkloric, and media arts).

Track 2/3:

In classroom Arts Integration (STEAM) workshop residencies

5: Embedded Professional Development

Skills acquired during the Teacher Intensive will be put into practice during the Summer Learning Institute. Teachers will co-facilitate their arts integrated curriculum alongside Teaching Artists, working with a new group of students each week. Initially, facilitation will be led by the Teaching Artist so teachers can observe the arts strategies modelled by the artists. As the program progresses, teachers will take on more of the facilitation with the Teaching Artist serving as a coach. Additional coaching will be provided by the Young Audiences team during the four weeks of programming, ensuring that teachers build confidence in teaching the arts and are able to transfer these skills to their classrooms in the fall.

2020 Budget Proposal Notes:

Budget is based on 2019 attendance of 350 students.

1. Assemblies (12 schools) during 2020 calendar year
2. 1 Teaching Artist (Arts Integration) working with 2-3 classroom teachers each
3. 6 Arts Summer Camp Instructors

ADDITIONAL STUDENTS

1 Teaching Artist and 1 Arts Summer Camp instructor is required for each 2-4 classes added.

February 13, 2020

The Young Audiences Approach:

YANC delivers maximum impact on student learning by ensuring that all of our Signature Core Programs are arts-focused, child-centered, outcomes-driven, and measurably effective. To achieve these qualities, all Signature Core Programs contain the following **four essential elements**, offering children the opportunity to:

- **Experience** the art form demonstrated by a professional artist
- **Understand** the art form and its history and culture
- **Create** the art form
- **Connect** their learning to other areas of study, and to their lives and world

All YANC programs are designed to address the specific educational and/or social goals of a class or school. This is done through arts integration, in which instruction in an art form is integrated with instruction in another curricular area.

YANC partners with our network of teaching artists to provide Bay Area schools and community centers with four Signature Core Programs:

- **Assembly Performances**—Live, in-school performances by virtuosic artists and ensembles invite students to experience a professional dance, theater or music program right in their school.
- **Residencies**—hands-on arts experiences conducted by teaching artists in classrooms, for a period of 6 to 20 sessions.
- **Workshops**—stand-alone, hands-on arts experiences often occurring before or after an assembly performance.
- **Professional Development for classroom teachers**—designed to increase teachers' comfort level in teaching in and through the arts.

2018/19 60th Anniversary Year Accomplishments

- Delivered arts education to 33,319 unique students in grades pre-K through 12 throughout the 9 counties of the San Francisco Bay Area.
- Produced 90,019 learning hours of arts programming throughout 9 Bay Area counties
- Conducted 1,457 direct services in classrooms and live assembly performances
- Partners 79 schools throughout 8 of the 9 Bay Area Counties
- Partnered with South San Francisco Unified School District to create a 4 week STEAM/Arts Integration Summer School serving 345 3rd – 8th grade students
- Launched a new after school program in 6 Oakland sites with a combined total of 162 weeks of programming

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: February 13, 2020

RE: Adoption of Resolution #20-05 Proposition 13 – 2020 State School Bond

BACKGROUND:

Proposition 13 – the \$15 billion Public Preschool, K-12 and College Health and Safety Bond Act of 2020 – is on the ballot for the March 3, 2020 Statewide Primary Election. \$9 billion of this would go towards K-12 programs, which will include:

- New Construction at \$2.8 Billion
- Modernization at \$5.2 Billion
- Career Technical Education at \$500 Million
- Charter Schools at \$500 Million

The rest of the funds would support items such as increased State matching amounts for low-wealth school districts, health and safety projects, disaster assistance, financial hardship expansion, etc.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustee adopt resolution #20-05 in support of Proposition 13, the 2020 State School Bond.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #20-05

IN SUPPORT OF CALIFORNIANS FOR SAFE SCHOOLS AND HEALTHY LEARNING 2020 STATE SCHOOL BOND

WHEREAS, the South San Francisco Unified School District has millions in facility needs which could be partially funded by State matching funds authorized by state bonds; and

WHEREAS, Proposition 13 on the March 3, 2020 ballot, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020, will provide for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth; and

WHEREAS, Proposition 13 will provide Career Technical Education facilities to provide job training to meet the trained workforce needs of California's employers; and

WHEREAS, Proposition 13 will ensure clean drinking water through testing and remediation of lead levels in water at school sites; and

WHEREAS, Proposition 13 will provide disaster assistance for students and teachers; and

WHEREAS, Proposition 13 will provide school facility assistance for students and teachers in all school districts, including small school districts; and

WHEREAS, Proposition 13 will provide additional funding for energy efficiency, earthquake safety, removal of hazardous materials, and more;

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 17,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, Proposition 13 will provide a combined \$18 billion in state and local funded elementary and high school projects; and

WHEREAS, these 306,000 jobs will be created throughout California and will include almost all building trades; and

WHEREAS, quality 21st Century school facilities designed for today's and tomorrow's students will result in enhanced academic achievement and further the State's academic goals; and

WHEREAS, Proposition 13, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020, will not raise State taxes; and

WHEREAS, state matching funds will reduce the need for additional local property taxes for school facilities; and

NOW, THEREFORE BE IT RESOLVED, that the South San Francisco Unified School District supports Proposition 13 on the March 3, 2020 Primary Election Ballot – the Public Preschool, K-12, and College Health and Safety Bond Act of 2020.

REGULARLY PASSED AND ADOPTED this 13th day of February, 2020.

AYES in Favor of Resolution

NOES Against Resolution

ATTEST:

Clerk/Secretary of the Board

Superintendent of Schools

Proposition 13 (2020) – School Construction Bond Measure

By Sara C. Bachez and Elizabeth Esquivel, Governmental Relations

The California [Secretary of State](#) has assigned Proposition 13 as the number for [AB 48](#) (Chapter 530, Statutes of 2019), O'Donnell and Glazer: Public Preschool, K-12, and College Health and Safety Bond Act of 2020, that will appear on the [March 3, 2020 election ballot](#).

At the October 2019 meeting, CASBO's Education Advocacy Foundation unanimously supported Proposition 13 and contributed to the campaign. CASBO is actively working with the [Yes on Proposition 13](#), and is planning to release a toolkit with the collaboration of the Association of California School Administrators, [California School Boards Association](#), and [Coalition for Adequate School Housing](#) to encourage school districts to adopt school board resolutions in support of the \$15 billion initiative.

Bond Amount & Programs Funded

K-12 Public Schools	\$9 billion
• <i>New Construction: \$2.8 billion (up to 10 percent set aside for small school districts)</i> • <i>Modernization: \$5.2 billion (up to 10 percent set aside for small school districts and \$150 million is earmarked for lead in water projects)</i> • <i>Career Technical Education: \$500 million</i> • <i>Charter Schools: \$500 million</i>	
CA Community Colleges	\$2 billion
University of California	\$2 billion
California State University	\$2 billion
Total	\$15 billion

Grant Amounts

- **New Construction projects:** Increases the state grant amount sliding scale basis, from 50% to 55% (New state match 55% and local match 45%).
- **Modernization projects:** Increases the state grant amount sliding scale basis, from 60% to 65% (New state match 65% and local match 35%).
 - *For both modernization and new construction projects, the grants will be based on a districts ability to generate local funds and the percentage of low income, foster care, and English learner students.*

Prioritization

- Establishes four cycles annually for review of applications.
- Prioritizes health and safety applications, such as projects addressing mold, asbestos, seismic safety, and lead in water, in the review process.

- Establishes a separate funding program to enable school districts to test and remediate lead in drinking water outlets.
- Allows school districts to demolish and construct a building on an existing schoolsite, if the following conditions are met:
 1. The building or buildings to be replaced are at least 50 years old.
 2. The school district provides to the department a cost-benefit analysis that indicates the total cost to modernize the building or buildings is at least 50 percent of the current replacement cost of the building or buildings. The cost-benefit analysis may include applicable site development costs.

Recognizes Hardship

- Provides school districts affected by a disaster, such as wild fires, with immediate assistance, such as temporary facilities.
- Increase the number of school districts eligible to receive up to 100 percent of state grants due to inability to provide a local match.
- Establishes a process to assist small school districts in applying for funds and access of those funds.

Allowable Uses

- Allows construction projects to include 1) preschools at schoolsites, 2) kitchens, and 3) space for counselors and nurses to increase support services.

Developer Fees

- ***Developer Fees for Multifamily Housing:*** Until January 1, 2026, waives fees for multifamily housing within a ½ mile of a major transit stop. Until January 1, 2026, provides 20% reduction to multifamily housing projects in other areas.
- ***Developer Level 3 fees:*** The Level 3 fee doubles the fees paid by developers when state bond funds are exhausted. However, Proposition 13 suspends this fee level from January 1, 2021, or whenever existing bond funds are expended, to January 1, 2028

Higher Education

- Prioritizes public higher education projects that address fire and life safety issues, such as seismic deficiencies, and critical deferred maintenance issues.
- Requires the University of California and California State University to adopt a five-year affordable student housing plan as a condition for funding.

Accountability

- Requires school districts, county offices of education, charter schools, California Community Colleges, California State University, and University of California to conduct a public hearing, audit process, and post project and audit information on their respective websites.

Sample Resolution

- Coalition for Adequate School Housing (CASH) – [Sample Resolution](#)
- Coalition for Adequate School Housing (CASH) – [Factsheet](#)
- CASBO's History of School Construction – [Power Point Presentation Slides](#)

YES ON
**PROP
13**

2020 State School Bond Californians for Safe Schools and Healthy Learning

About Proposition 13

AB 48 (O'Donnell) Signed by Governor Newsom as Chapter 530/Statutes of 2019

Proposition 13 - the \$15 billion Public Preschool, K-12 and College Health and Safety Bond Act of 2020 - is on the ballot for the March 3, 2020 Statewide Primary Election.

In addition to K-12 (\$9 billion) and Community Colleges (\$2 billion), the bill includes California State Universities (\$2 billion) and University of California (\$2 billion).

K-12 Programs Funded:

- New Construction at \$2.8 Billion
- Modernization at \$5.2 Billion
 - Lead in Water Testing and Remediation \$150 Million (Out of Modernization)
- Career Technical Education at \$500 Million
- Charter Schools at \$500 Million



The bill also includes:

- Increased state matching amounts for low-wealth school districts
- Health and Safety Projects
- Disaster Assistance
- Financial Hardship Expansion
- Small School District Assistance
- Maintains the School Facility Program as an eligibility-based state matching grant program with assistance for districts needing additional help

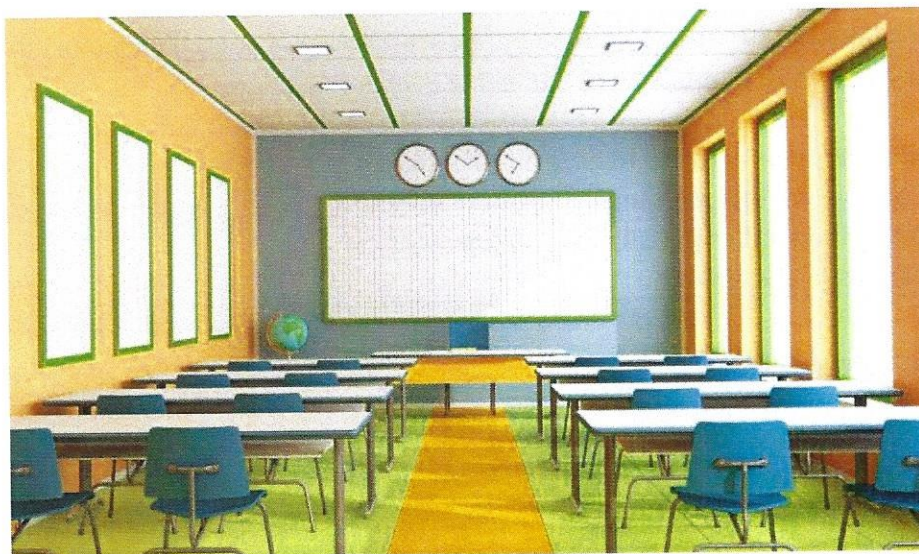
YES ON PROP 13

2020 State School Bond Californians for Safe Schools and Healthy Learning

Thank you for your Proposition 51 campaign support! The Coalition for Adequate School Housing Issues Committee needs your financial help as soon as possible to pass Proposition 13 - the \$15 billion Public Preschool, K-12 and College Health and Safety Bond Act of 2020.

Why a 2020 Bond Now?

- Proposition 51 is fully committed. Currently, Proposition 51 has applications to commit fully all of its new construction and modernization funds.
- There is a new unfunded backlog of \$1 billion which is growing by \$150 million per month.
- Proposition 13 - the Public Preschool, K-12 and College



Health and Safety Bond Act of 2020 - will provide \$2.8 billion in New Construction and \$5.2 billion in Modernization funds for school districts and \$2 billion for community colleges.

Why Your Firm Should Support CASH and the 2020 State School Bond

- Every \$1.0 billion in new state and local school infrastructure creates 17,000 jobs.
- Your firm can help meet the demand for new and repaired classrooms.
- Students and teachers in your community need 21st Century spaces to teach and learn.

Why Ask Now?

- We need your contribution or pledge as soon as possible. There are less than **100 days** to campaign before California voters receive their ballots for the March 3, 2020 Statewide Primary Election. (Absentee voters can vote when they receive their ballots, as early as February 3, 2020).
- There are three major holidays between October and February, when campaigning is difficult.
- The campaign to educate California voters on the need for a 2020 State School Bond has hit the ground running for a sprint to February and we need your help.

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: February 13, 2020

RE: Approval of Contract with Wave Business for Internet Services as Part of the E-rate Program

BACKGROUND:

The Federal Communications Commission's (FCC) E-rate program connects the nation's schools and libraries to broadband. It is the government's largest educational technology program. When E-rate was established in 1996, only 14 percent of the nation's K-12 classrooms had access to the Internet. Today, virtually all schools and libraries have Internet access.

As part of this process, the South San Francisco Unified School District has applied for Federal funds to subsidize the cost of our District's internet service.

On March 14, 2019, the Board of Trustees authorized District staff to enter into a one year agreement with our current internet service provider (ISP). This agreement is due to expire at the end of this fiscal year.

In November 2019, the District solicited bids for internet services and received two (2) responses, one from AT&T, and one from Wave Business, for District internet services at 10 Gigabits per second (Gbps). Below are the results.

Provider	Service	Total Annual Amount	Estimated Erate Discount	Estimated CTF Discount	Estimated District Annual Cost
AT&T	Bundled Internet @10GB	\$54,545.40	\$32,727.24	\$10,909.08	\$10,909.08
Wave	Bundled Internet @10GB	\$54,000.00	\$32,400.00	\$10,800.00	\$10,800.00

FISCAL IMPLICATIONS:

Taking advantage of the FCC's E-rate program subsidies will provide huge savings to the District. At the same time, staff is able to improve existing telecommunications transport and internet access service. Over a period of five years, the District will save an estimated \$162,000 by receiving the FCC E-rate program subsidies. The annual cost to the District, after E-rate discount, will be \$10,800 per year.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustee authorize the Business Services Department to accept the lowest bid from WAVE Business (who is also the highest ranked bidder) to provide internet services for five years and award the contract.



BOARD RECOMMENDATION LETTER

PROJECT TITLE: Funding Year 2020- 2020-2021 Erate Project for the South San Francisco Unified School District

REPORT DATE: February 5, 2020

South San Francisco Unified School District has contracted Infinity Communications and Consulting, Inc (Infinity) to provide professional services for Erate Consulting and RFP Management Services for all services listed below. Per our agreement, Infinity has prepared bidding documents necessary to solicit competitive bidding and to undertake the work, in conformity with public contract code and FCC/Erate funding requirements. The following statement is a recap of the process that has been instituted specifically for the above titled project:

- The services below were put out to bid, as the district was looking for Internet Services at a higher bandwidth. Listed below is the cost of services, based on the Bid response received, and the amount Erate will cover.
- South San Francisco Unified School District's Erate Funding Year 2020 (2020-2021) Eligible Erate discount is 60%.

Project Overview

South San Francisco USD: E-RATE Projects and Services Summary

NEW Services for Internet Access: Bundled Internet at 10GB (Pricing below based on RFP Response received and Erate Discount of 60% for Eligible Services)

Service Provider Name	Service	Total Annual Amount	Total Annual Erate Eligible Amount	E-Rate Discounts Will Cover	Estimated CTF Discount Will Cover	District Cost
WAVE	Bundled Internet at 10GB	\$54,000.00	\$54,000.00	\$32,400.00	\$10,800.00	\$10,800.00
	TOTAL					

Infinity's Recommendation

Contract Award: Infinity recommends award of services to the highest ranked bidder, listed above, WAVE.

South San Francisco Unified School District

RFP Response

“ISP SERVICES”

RFP # 174 20A5a Bundled IA at 10 GB

Due Date: December 13, 2019

Delivered to:

South San Francisco Unified School District

C/O Sarah Storey

398 B Street, South San Francisco, CA 94080

P1bids@infinitycomm.com

South San Francisco Unified School District
Attn: Sarah Storey
398 B Street, South San Francisco, CA 94080

RE: RFP "ISP SERVICES" – #174 20A5a Bundled IA at 10 GB

Dear Sarah,

Wave Division Holdings, LLC d/b/a Wave Business is pleased to present its response for this RFP for South San Francisco Unified School District. Wave Business acknowledges receipt of every communication and addendum issued for this solicitation and have read, understood, and have fully complied with all mandatory requirements identified in the RFP and associated documents.

Wave Business has made every effort to present the most complete and cost-effective solutions in our response. We are proposing for Dedicated Internet Access delivered directly the District. I will be your main point of contact and my information is below.

Please review this document and attachments carefully and if you have any questions, I welcome the opportunity to meet face-to-face or via phone to address, discuss, and review this proposal or any other potential circuit in its entirety. We want the South San Francisco USD to completely understand the service dynamics, support, and technology being offered.

Thank you for the opportunity to work with SSFUSD. We sincerely believe our team is presenting solutions that demonstrate not only our capabilities, but our commitment to provide solutions that are cost effective and meet your every need.

Mike Puckett, Education Channel Manager
13483 Seabeck Hwy NW, Seabeck, WA 98380
Voice: (360) 550-4496 / Cell: (206) 406-9672
E-mail: mpuckett@wavebusiness.com
SPIN # 143030836 FRN#0015-63-7911 GREEN LIGHT STATUS: ACTIVE

Respectfully,

Michael W Puckett

Michael W. Puckett, Education Channel Manager – Wave Business

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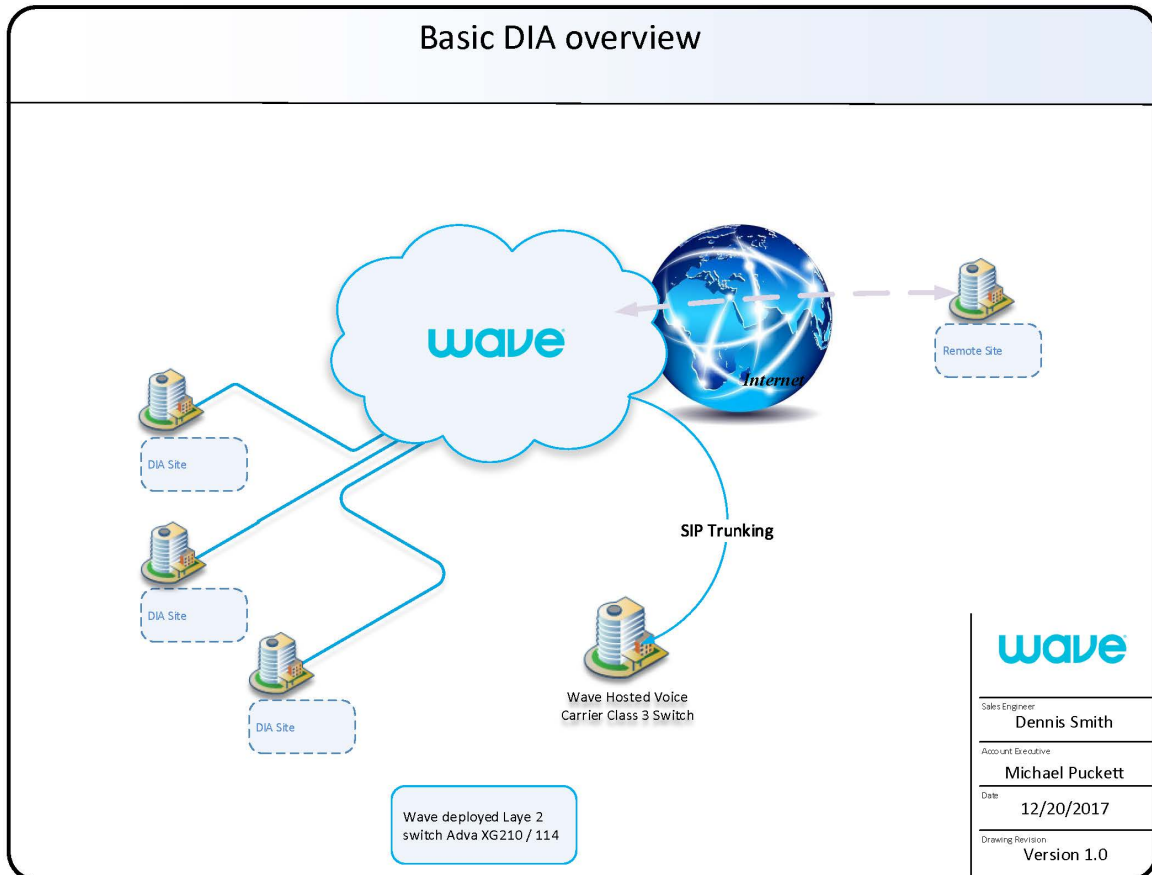
- Why Choose Wave Business – Page 4
- Sample Network Design – Page 5
- Proposed Network Solution – Page 6
- Wave Company Information - Pages 7-8
- Time Line/Technical/Support/Pricing Notes – Page 9-10
- References – Page 11
- Pricing Grid – Page 12
- Pages 13 – Intentionally Left Black
- General Acknowledgement Form – Attached at end of proposal
- Master Services Agreement (with SLA) – Attached at end of proposal
- DIA Service Orders (copy) – Attached at end of proposal



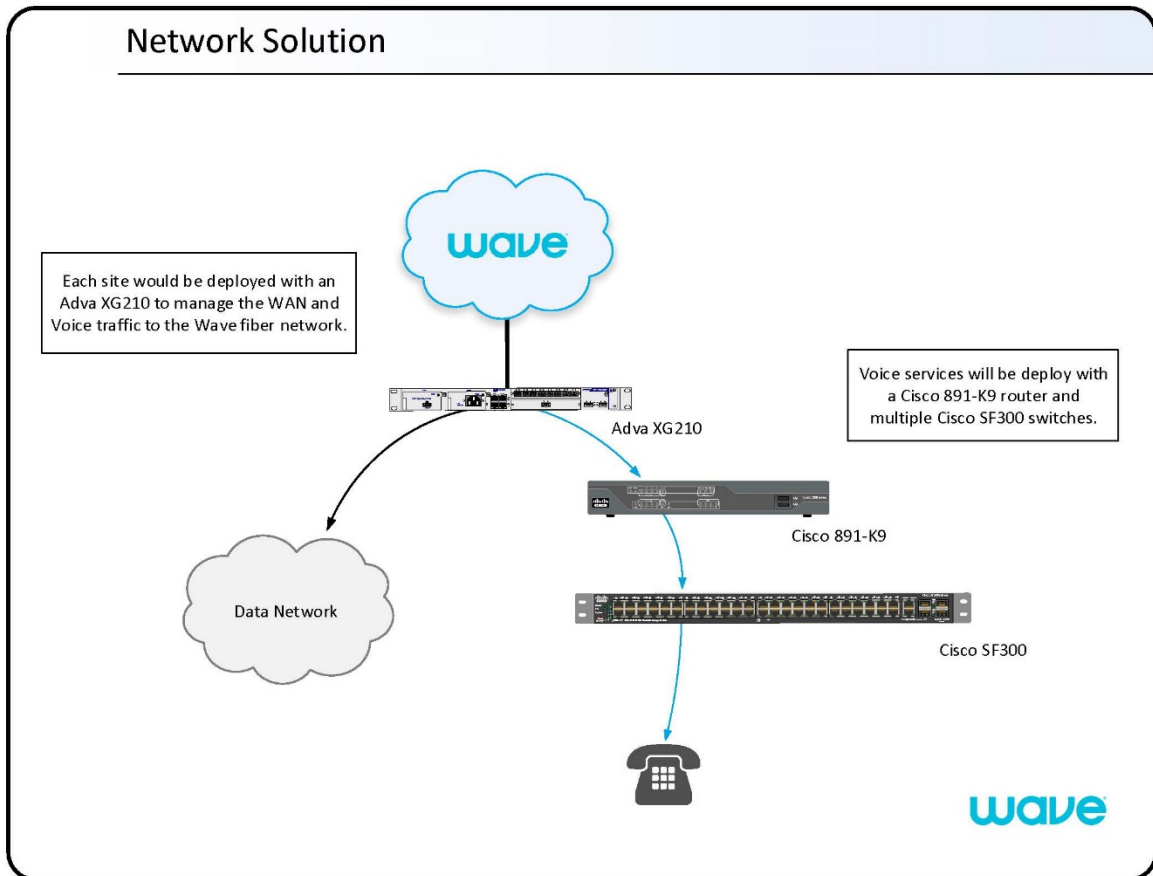
Why choose Wave Business?

- **Scale** – Our system is the third largest IP network on the West Coast, designed and built solely for IP transit. With our recent acquisition, Wave is now the 6th largest internet and cable operating in the nation.
- **Network Architecture** – the most advanced state-of-the-art fiber optic network and architecture in the western U.S.
- **Redundancy** – more points of presence than any other provider in our West Coast footprint – microwave mesh network for redundancy.
- **Headroom** – operate our network to 40% – 45% of capacity to allow for maximum speed and throughput and accommodate DDoS attacks and trunk breakage.
- **Direct peering** – we peer with all major content providers with direct 10 gigabit fiber connections in key data centers – result is lowest latency in the industry.
- **Play well with others** – we respect other providers and cooperate through all aspects from construction to service delivery

PROPOSED DEDICATED INTERNET ACCESS NETWORK DIAGRAM



PROPOSED NETWORK SOLUTION



OUR ORGANIZATION

Wave Division Holdings, LLC dba Wave Business operates leading broadband cable systems under the trade name Wave Broadband in the Tier 1 suburban markets of Seattle, WA, Portland, OR, Sacramento, CA, and San Francisco, CA. As of September 1, 2018, we had approximately 291,650 customer relationships, and served approximately 482,010 revenue generating units (“RGUs”), including approximately 271,825 HSD subscribers and approximately 88,530 voice subscribers.

Wave serves residential and small-to-midsized business customers through a fully-upgraded, fiber-rich and redundant communications network, which utilizes a variety of state-of-the-art technologies including up to 860 MHz hybrid fiber-coaxial (“HFC”) systems and select fiber-to-the-home (“FTTH”) service areas. Our four primary markets are interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit data, video, voice and internal communications traffic between our systems.

In addition to our HFC and FTTH network, we offer business solutions that utilize owned metro fiber assets in Seattle, Portland, Sacramento, and San Francisco all of which are interconnected to our 10 and 100 Gbps fiber backbone.

Wave Business, our commercial services division, offers a range of telecommunication solutions to local businesses, enterprises, other telecommunications carriers, and institutions such as schools, hospital networks, government agencies and military bases throughout our fiber footprint.

Wave Business is a facilities-based provider of communications products including:

- Multi-line business-class phone offerings,
- Commercial-class Internet services,
- Enterprise-level dedicated fiber-optic direct Internet access,
- Point-to-point fiber communications services, and
- Colocation capabilities

Wave entered its first market, Seattle, through the completion of three acquisitions in 2003 and established central operations in the Seattle area. From the start, we have grown both organically and through acquisitions of cable systems and fiber assets. Our commercially-focused acquisitions have enhanced our product offerings with additional fiber-based enterprise solutions and significantly added to our fiber assets. In addition, these acquisitions have added expertise and capabilities to take advantage of commercial growth opportunities across all of our markets.

In early 2018, Wave merged with RCN Telecom Services and Grande Communications to form the nation’s sixth largest cable operator. Together, the combined companies cover a vast and growing nationwide fiber footprint spanning nearly 20 metro areas in 11 states including California, Illinois, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Texas, Virginia, Washington, and Washington, D.C.

OUR STRENGTHS

Advanced and interconnected network infrastructure

- We have made a significant commitment to develop and maintain a state-of-the-art network. Earlier this year, we invested over \$5MM in core network upgrades to ensure we maintain an industry leading network from a reliability, scalability and cost perspective. Our four markets in Seattle, Portland, Sacramento, and San Francisco are all interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit all HSD, video, voice and internal communications traffic between our systems.

OUR STRATEGY

Provide our customers with a full suite of advanced connectivity solutions through a fully-upgraded network

- We continually strive to provide customers with the industry's newest, high-quality advanced solutions and attractive discounted bundles that enhance customer retention. *We're local*
- Look around a bit and you're sure to see a Wave vehicle nearby. That's because our technicians and support staff live in your area. Our fiber splice teams are also local.

Provide superior customer service

- Wave seeks to maximize customer satisfaction and retention by providing superior customer service through our in-house customer call center, excellent technical service assistance and network reliability. We operate a centralized customer call center at our Kirkland headquarters, which handles customer service and support for all of our products. We provide live 24/7/365 technical support for both residential and commercial customers. Our customer service operations utilize technologically advanced software and equipment that enhance interactions with our customers through more intelligent call routing, data management, forecasting and scheduling.
- Providing our customers with best-in-class support services will remain our priority going forward as we work hard to deliver the best products, a superior value, world-class customer service, and the most reliable network.
- By accomplishing this, Wave rises above the competition to become the number one choice for broadband products and services.

TIME-LINE and TECHNICAL NOTES

As a potential vendor, if awarded the agreement, within 14 days (or as soon as a meeting can be agreed to), a member of the Wave Fiber Design and Construction team will meet with District representatives to formulate a final time-line with various dates listed for all parts of the project. Wave's intent is to make any design changes to best suit SSFUSD's needs. At this same time, a Business Implementation Manager will be assigned that will work directly with the District to provide on-going updates, request information and provide answers to any District questions.

It is expected to take approximately 16 weeks to install this Dedicated Internet Access circuit. The clock on that timeline will start from approval of District to begin the build.

Dedicated Internet Access pricing has been proposed from 10 Gbps to 50 Gbps and will be handed-off directly to the District at its HUB. Wave's DIA is available 24/7/365 and all Owner's TCP/IP data traffic will be routed from its network to the Internet as request in the RFP.

Service will be delivered via single-mode fiber to a NID installed at the demarcation point. Handoff will be Ethernet via single-mode fiber on an LC connected.

CPE will be deployed with dual power supplies to ensure fault tolerance. DC power supplies are available for units deployed in a DC-powered data centers.

Circuits are easily scalable - with minimal upgrade timelines – over the term. Wave will also install proper size switch to handle requested increased bandwidth.

SUPPORT NOTES

Wave has a 24/7/365 NOC that is manned by Wave employees at its headquarters in Kirkland, WA. A full escalation list with contacts, phone numbers and email addresses will be issued to the District at the kickoff meeting following award of contract. All issues flow through Wave's NOC. All tickets are started by a call to the NOC at 888-317-0488 or an email to noc@wavebroadband.com.

Wave will also have designated team members to assist with any billing issues (USAC or otherwise) and will work with the client on getting the information into the billing system that is required by the District. Besides your primary Contact, WCESD will also be supported by a regional Account Manager to handle specific issues.

Wave's High Availability SLA is included in the Master Services Agreement and along with the actual Service Order - and has been attached separately to this proposal. Should Wave be awarded – original agreements will be sent over for signature within days of award.

South San Francisco Unified School District will be supported by Wave's regional office in San Francisco, CA. Local technical and support personnel are based in the immediate area.

PRICING NOTES

Wave has proposed pricing for Dedicated Internet Access Bandwidth from 10 Gbps to 50 Gbps, as requested with a 5-year term and optional 1 year extensions.

Taxes and fees for DIA circuits are estimated at \$3.17 per month.

REFERENCES

- Edmonds School District (41-site dark fiber network) – Cynthia Nelson (Director of Technology) – 20420 68th Ave W, Lynnwood, WA 98036 - NelsonC@edmonds.wednet.edu - 425-431-7337
- Placer Union High School District: Mick Shatswell (Director of IT) – 1300 New Airport Road, Auburn, CA 95603 – mshatswell@puhsd.k12.ca.us
- Western Placer Unified School District – Tsugu Furuyama (Director of Technology) – Lincoln, CA 95648 - tfuruyama@wpusd.k12.ca.us
- Placer County Office of Education (CA): James Anderberg (Executive Dir of Admin Services) – 360 Nevada Street, Auburn CA 95606 – 530-889-5904 – janderberg@placercoe.k12.ca.us
- K-20 Education Network (WA): Amanda Carroll – 410 11th Avenue SE, Suite 204, Olympia, WA 98501 - 360-292-4193 – amandac@k20wa.org
- North Thurston Public Schools (WA - 20-site fiber WAN): Derek Stewart (Director of IT) – 6620 Carpenter Rd SE, Lacey, WA 98503 – 360-412-4503 – dstewart@nthurston.k12.wa.us
- Woodland Joint Unified School District (CA – 20 site fiber WAN): Tina Burkhart (Director of IT) – 435 Sixth Street, Woodland, CA 95695 – 530-406-3110 – tina.burkhart@wjusd.org
- Modesto City School District (CA – 39 site Dark Fiber WAN): Cindy Minter (Director of IT) – 1017 Reno Avenue, Building A, Modesto, CA 95351 – 209-492-5000 – minter.c@monet.k12.ca.us
- Santa Maria-Bonita School District (CA – 10 Gbps DIA): Brian Rieke (Director of IT) – 708 S. Miller Street, Santa Maria, CA 93454 – 805-361-8155 – brieke@smbbsd.net
- Manteca Unified School District (CA – 4 Gbps DIA): Ungel Mamon (Network Supervisor) – 2271 W Louise Avenue, Manteca, CA 95337 – 209-858-0922 – umamon@musd.net
- San Mateo Union High School District (CA – 5 Gbps DIA): Simon Bettis (Dir IT) - 650 N. Delaware Street, San Mateo, CA 94401 – 650-558-2489 – sbettis@smuhdsd.org
- Sno-Isle Libraries (WA – Dark Fiber WAN): Nick Fuchs – 7312 35th Ave NE, Marysville, WA 98271 – 360-651-7115 – nfuchs@sno-isle.org

PRICING IS FOR DIA DELIVERED DIRECTLY TO Z LOC SITE

FIBER DIA PRICE SHEET - 36 Month Term w/optional 1 year extensions

Z LOC SITE	Z LOC ADDRESS	A LOC ADDRESS	10 Gbps MRC	10 Gbps NRC
South San Francisco Unified SD Office	398 B Street, South San Francisco, CA 94080	Nearest Wave Network Meet Point	\$4,500.00	\$0.00
TOTALS:			\$4,500.00	

FIBER DIA PRICE SHEET - 36 Month Term w/optional 1 year extensions

Z LOC SITE	Z LOC ADDRESS	A LOC ADDRESS	20 Gbps MRC	20 Gbps NRC
South San Francisco Unified SD Office	398 B Street, South San Francisco, CA 94080	Nearest Wave Network Meet Point	\$8,000.00	\$0.00
TOTALS:			\$8,000.00	

FIBER DIA PRICE SHEET - 36 Month Term w/optional 1 year extensions

Z LOC SITE	Z LOC ADDRESS	A LOC ADDRESS	25 Gbps MRC	25 Gbps NRC
South San Francisco Unified SD Office	398 B Street, South San Francisco, CA 94080	Nearest Wave Network Meet Point	\$9,375.00	\$0.00
TOTALS:			\$9,375.00	

FIBER DIA PRICE SHEET - 36 Month Term w/optional 1 year extensions

Z LOC SITE	Z LOC ADDRESS	A LOC ADDRESS	50 Gbps MRC	50 Gbps NRC
South San Francisco Unified SD Office	398 B Street, South San Francisco, CA 94080	Nearest Wave Network Meet Point	\$17,500.00	\$0.00
TOTALS:			\$17,500.00	

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GENERAL ACKNOWLEDGEMENT FORM

PROJECT: 174 20A5a Bundled IA at 10GB
OWNER: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH BID:

1. ITEMIZED BID PRICE SHEET
2. SERVICE AGREEMENT
3. BIDDER INFORMATION
4. GENERAL ACKNOWLEDGEMENT

Pursuant to and in compliance with the published RFP and related documents, the undersigned bidder, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____, _____, _____, _____, _____. Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The BIDDER agrees that at the time of request, he/she will provide a signed copy of the bidder's **Service Agreement** within (48) forty-eight hours.

The BIDDER agrees that pricing provided within proposal and/or contract are true and correct.

The BIDDER understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

The BIDDER has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

NAME OF BIDDER: _____
FULL NAME OF ALL
PARTNERS OR LEGAL
NAME OF CORPORATION Wave Division Holdings, LLC d/b/a Wave Business
(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: Michael W Puckett

BUSINESS ADDRESS: 3700 Monte Villa Parkway, Suite 100, Bothell, WA 98021
(TYPE OR PRINT)

TELEPHONE: 206-406-9672 EMAIL: mpuckett@wavebusiness.com

BY:  Michael W Puckett - Education Channel Manager
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

E-RATE SERVICE PROVIDER
IDENTIFICATION NUMBER
(SPIN) # 14303083 DATE 12/9/2019

END OF RFP

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “**MSA**”) is entered into as of this ____ day of _____, 2016 (the “**Effective Date**”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “**Provider**”), and _____, a _____ (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA; Documents Comprising Agreement. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (collectively, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and full execution of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; (v) the estimated installation date for the Service; and (vi) any other terms or conditions specific to the particular Service Order.

1.3 Order of Precedence. In the event of a conflict between the provisions of this MSA (including the SLA) and the provisions of any Service Order, the provisions of this MSA (including the SLA) shall control unless the Service Order at issue expressly states that the parties intend for the conflicting provision of the Service Order to control.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The initial term of this MSA (the “**Initial MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth anniversary of the Effective Date (the “**Expiration Date**”). Upon expiration of the Initial MSA Term, this MSA shall begin to automatically renew for successive renewal terms of one (1) year each (each, an “**MSA Renewal Term**,” and, together with the Initial MSA Term, the “**MSA Term**”). Either Party may terminate this MSA by delivering thirty (30) days’ written notice of termination to the other Party at any time during an MSA Renewal Term. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

ARTICLE 3 – INSTALLATION, TESTING AND ACCEPTANCE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the

"**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, modify, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. If the Parties do not resolve the Fee Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under this Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of this Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated

against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of this Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under this Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time during the Service Term for a Service, discontinue the Services and/or terminate the corresponding Service Order upon not less than thirty (30) days' advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.2 Early Termination for Default. As set forth in Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.3 Other Early Termination by Provider. At any time during the applicable Service Term, Provider may, upon reasonable advance notice to Customer, terminate any Service(s) or Service Order(s) if any of the following occur, each in the reasonable good faith business judgment of Provider: (i) Provider does not have all rights necessary to provide the Service(s); (ii) Provider is legally or contractually prohibited from providing the Services or is advised by counsel that termination of the Service(s) and/or Service Order(s) is advisable given newly enacted or then-pending laws, regulations or ordinances, whether federal, state or local; (iii) delivery of the Service(s) becomes technically infeasible due to equipment changes and reconfigurations or other technical issues; or (iv) Provider reasonably determines that the use of the Service(s) by Customer is resulting or is likely to result in significant damage to Provider's network or property or create a significant risk of harm to Provider or its agents or employees. In the event of termination pursuant to this Section 6.3, Customer's sole and exclusive remedies will be reimbursement by Provider of any pre-paid, unused monthly service Fees attributable to the terminated Service(s) or Service Order(s).

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The “**Termination Charge**” shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; and (iii) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the “**Remaining Monthly Service Charges**”). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider’s actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIALITY AND THE PUBLIC RECORDS ACT

7.1 Definition of Confidential Information. “**Confidential Information**” shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under this Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of this Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Except as provided in Section 7.3 below, the Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under this Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7

may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 California Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code §§ 6250 – 6276.48, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in this Agreement, Provider's total liability for any and all causes and claims arising under this Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole remedy for such failure shall be the remedies set forth in the SLA. No such failure shall be considered a Default by Provider under this Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE

FOR THE SECURITY. CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the **“Provider Indemnified Parties”**) harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer’s negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) Customer’s noncompliance with or Default under this Agreement; and/or (iii) Customer’s failure to comply with applicable law in connection with its performance under this Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the **“Customer Indemnified Parties”**) harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider’s negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) Provider’s noncompliance with or Default under this Agreement; and/or (iii) Provider’s failure to comply with applicable law in connection with its performance under this Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any failure of performance hereunder (other than Customer’s payment obligations under Article 4) due to causes beyond such Party’s reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar natural disaster, terrorist acts, insurrection, riot, national emergency, war or other catastrophe, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a **“Force Majeure Event”**). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate this Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a **“Dispute”**) arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a **“Dispute Notice”**). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State

of California. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of California in and for San Mateo County, or in the Federal District Court for the Northern District of California, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in this Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:

Wave Business Solutions, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN:
Email:

If to Customer:

With a Copy to:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties.

15.2 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any

reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.3 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under this Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.4 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.5 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. This Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of this Agreement.

15.6 Exhibits. The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber Services

15.7 Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.8 Counterparts. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

_____, a

By _____
Name: _____
Title: _____

PROVIDER:

Wave Business Solutions, LLC, a Washington
limited liability company

By _____
Name: _____
Title: _____

This Service Level Agreement for Ultra High Availability Enterprise Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services (“MSA”) between WaveDivision Holdings, LLC (“WAVE”) and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE’s Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE’s NOC is designed to provide a **MTTR of 4 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.05% Packet Loss	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 8 ms or less**
- **Round Trip Inter-Market Latency* of 39 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
8 ms or less	39 ms or less	≤ Target Latency	Target Met
		> Target up to 5 ms over Target	5%
		> 5 ms up to 10 ms over Target	10%
		> 10 ms up to 15 ms over Target	25%
		> 15 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter **no greater than 1 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{lcl} \% \text{ Availability} & = & \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}} \\ \text{(per calendar month)} & & \end{array}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{lcl} \text{MTTR in Hrs} & = & \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}} \\ \text{(per calendar month)} & & \end{array}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured

by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;

- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

ORDER FOR INTERNET AND PHONE SERVICES
E-Rate Customer

This Order for Internet and Phone Services: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and _____, a _____ ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated _____ (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

Section 1: Key Business Terms.

Name of Service Site:

Service Term:

Service Site Address:

Estimated Install Date:

Description of Services and Recurring Monthly Service Fees:	
Total Recurring Monthly Service Fees:	

One Time Installation Charges:	
Installation of the above-described Services.	
Total One Time Charges:	

Section 2: Customer Information.

Account Name:

Invoicing Address:

Account Executive to Customer:

E-Rate Billing Method: ☐ SPI Method (FCC Form 474)
☐ BEAR Method (FCC Form 472)

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Customer Billing Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Other Customer Contact:

[INSERT NAME]
[INSERT EMAIL]
[INSERT PHONE 1]
[INSERT PHONE 2]

Section 3: Service. Provider shall provide the Internet Services indicated above to Customer at the Service Site identified above (the "Services").

Section 4: Service Term. Installation, testing and acceptance of the Services shall occur consistent with Article 3 of the

MSA. The Service Term for the Services shall commence on Service Commencement Date.

Section 5: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 6: Internet Service Provisions. In addition to the other provisions of this Service Order and the MSA, use of the Services is subject to the following terms and conditions:

(a) Access and Acceptable Use. Customer shall ensure that any person who has access to the Services through Customer's Equipment and/or Customer's internal network shall comply with the terms of this Service Order and the terms and conditions of Provider's "Acceptable Use Policy" for Internet access, which can be found at <http://www.wavebroadband.com/resources/docs/Wave-Acceptable-Use-Policy.pdf>. The Acceptable Use Policy, as it may be updated by Provider from time to time, is incorporated into this Service Order by this reference and shall govern Customer's use of the Services.

(b) Online Purchases. Through use of the Services, Customer, its employees, agents, contractors or other users of Customer's network (whether authorized or unauthorized) may access online products, services and/or information provided by third-parties for which there is a charge or fee. Customer is solely liable and responsible for any and all fees or charges incurred for these online products, services or information. Provider has no responsibility to resolve any Customer disputes with third-party vendors.

(c) Acceptance of Risk; Security Measures. Customer expressly acknowledges and agrees that the Internet is a shared network that is not secure and that is not controlled by Provider. Any content that Customer may access through the Services is provided by independent third-party content providers, over which Provider does not exercise control. Provider does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Services. Customer expressly understands and agrees that it is possible data or files Customer sends or receives over the Internet will be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to Customer's data, including Confidential Information. Data or files transmitted over the Internet may contain computer viruses or other harmful components. Provider has no responsibility and assumes no liability for any such acts or occurrences. Third-party vendors in the computer industry make available various blocking, filtering and other security hardware and/or software that may empower Customer to monitor, restrict access to and otherwise secure Customer's Equipment and internal network. While Provider strongly recommends that Customer obtain and implement such security measures, Provider is not responsible in any manner for the effectiveness of these blocking, filtering and other network security technologies. Provider does not warrant that third-parties will be unable to gain access to Customer's Equipment or internal network even if Customer utilizes blocking, filtering and other network security technologies. Instead, Customer expressly assumes the risks inherent in

connecting its internal network and its Equipment to the Internet and in accessing and using the Internet through the Services.

(d) Electronic Addresses. Any IP addresses or email account addresses (collectively, the "Electronic Addresses") provided by Provider pursuant to this Service Order are and will remain the property of Provider. Customer shall not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses. Due to growth, acquisitions and/or changes in technology, Provider reserves the right to change addressing schemes, including Electronic Addresses, at any time.

(e) Domain Names. Customer is solely responsible for obtaining, registering for and renewing any desired domain names. Customer acknowledges that Provider has no control over domain name registration.

Section 7: Telephone Service Provisions. In addition to the other provisions of this Service Order and the MSA, use of the Services is subject to the following terms and conditions:

(a) Other Providers. Unless otherwise expressly agreed to in writing, Provider will have no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. Customer will remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. Customer understands that it may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

(b) Long Distance Charges. Any long distance rates listed above are the rates as of the date of this Order and do not reflect the actual rates applicable at any given time during the Service Term. All long distance charges are exclusive of applicable taxes, and Provider may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.

(c) CPNI. Provider will have access to certain Customer proprietary network information ("CPNI"). Under federal law, Customer has a right to, and Provider has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Provider's ability to meet Customer's needs. Customer expressly authorizes Provider, its affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Provider and its affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Provider in writing. Any such withdrawal will not affect the quality of Services provided hereunder.

(d) Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **Customer has read and understands this notice regarding E911 service:**

Customer Initials

Date

Section 8: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 9: Customer Equipment and Software. As between Customer and Provider, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts will be performed at Provider's discretion and at Provider's then-current commercial rates and terms for such consulting services.

Section 10: Customer Security Measures. Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal computer network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. As set forth in Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

Section 11: E-Rate Program.

(a) Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in Section 1 of this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) SPI Method: Under the Service Provider Invoice method (the "SPI" method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive

payment from USAC for the discounts Provider provided to Customer.

- (ii) **BEAR Method:** Under the Billed Entity Applicant Reimbursement Method (the “BEAR” method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to

receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 2 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____

Name: _____

Title: _____

Date: _____

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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: February 13, 2020

RE: Approval for Purchase of Servers for Secondary School Sites

BACKGROUND:

Technology Director Joe Siam has been reviewing the current topology of our District and school servers and has found some sites have a server on site while others do not. This presents a problem when the sites lose connection to the main server at the District Office. The main server provides several key services that every network device needs to connect to the network. If a computer cannot connect to the main server to obtain these services, it cannot properly join the network and lose network connectivity, which means all the network devices at the site go down. This has happened numerous times and affects anywhere from a small number of computers to the entire campus. This is especially problematic during busy times of the day (mornings and after lunch and during State testing periods).

Having a dedicated and reliable server at each school to run these services will alleviate those symptoms and allow the school server to act as the primary server and the District Office server as the backup.

Staff will be replacing the servers in two phases. This purchase is for phase 1, which is for the secondary schools only. Phase 2 will include the elementary schools and this will be done at a later time.

FISCAL IMPLICATIONS:

The cost of these servers plus set-up is \$76,954.20. This will be paid from the District's Deferred Maintenance Fund (Fund 14).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustee approve the proposal from Dell, in the amount of \$76,954.20, for providing the servers and set-up.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000054310998.1	Sales Rep	Kyle Wilder
Total	\$76,954.20	Phone	(800) 456-3355, 80000
Customer #	10326499	Email	Kyle_Wilder@Dell.com
Quoted On	Jan. 23, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 22, 2020		SOUTH SAN FRANCISCO USD
Solution ID	12029411		398 B ST
Deal ID	18548014		SOUTH SAN FRANCISCO, CA
			94080-4423

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Kyle Wilder

Shipping Group

Shipping To	Shipping Method
JOLENE MALFATTI SOUTH SAN FRANCISCO USD 398 B ST SOUTH SAN FRANCISCO, CA 94080-4423 (408) 416-6470	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge VRTX	\$7,016.49	5	\$35,082.45
PowerEdge M640 VRTX	\$3,714.55	10	\$37,145.50

Subtotal:	\$72,227.95
Shipping:	\$0.00
Non-Taxable Amount:	\$23,754.00
Taxable Amount:	\$48,473.95
Estimated Tax:	\$4,726.25

Total:	\$76,954.20
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

JOLENE MALFATTI
SOUTH SAN FRANCISCO USD
398 B ST
SOUTH SAN FRANCISCO, CA
94080-4423
(408) 416-6470

Shipping Method

Standard Delivery

PowerEdge VRTX

Estimated delivery if purchased today:

Mar. 16, 2020

Contract # WN03AGW

Customer Agreement # MNWNC-108/7157034003

\$7,016.49 **Qty**
5 **Subtotal**
\$35,082.45

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge VRTX Tower Chassis	225-4378	-	5	-
PowerEdge VRTX Chassis Configure to Order	468-0891	-	5	-
PowerEdge VRTX Tower Configuration for 2.5 inch Hard Drives (max 25)	319-2039	-	5	-
PowerEdge VRTX Shipping	332-0798	-	5	-
PowerEdge VRTX 2.5 HDD Single Expander for Single Controller	319-1975	-	5	-
PowerEdge VRTX 2.5 HDD HotPlug Backplane with Single Controller and Expander	332-0794	-	5	-
PERC H710P Internal RAID Controller, 1GB NVRAM, for PowerEdge VRTX	342-5756	-	5	-
No Internal Optical Drive	318-1392	-	5	-
No Rack Rails or Cable Management Arm for Rack Chassis	330-3553	-	5	-
No Bezel	313-0869	-	5	-
PowerEdge VRTX Redundant Power Supply, 4 x 1600W, (2+2)	450-AEJX	-	5	-
No Media Required	421-5736	-	5	-
Shipping Materials, VRTX Tower Chassis with up to Two Half-Height Server Nodes	340-AAWF	-	5	-
Chassis Management Controller Card for PowerEdge VRTX Chassis	332-0877	-	5	-
Chassis Management Controller Card for PowerEdge VRTX Chassis	332-0877	-	5	-
Flex Address Plus Enabled,8GB	385-BBJR	-	5	-
CMC Extended Storage Card	385-BBJS	-	5	-
PowerEdge VRTX 10Gb Switch Module, Int 16 ports to Ext 6 ports (4x 10Gb SFP+, 2x 1Gb RJ45)	329-BCGY	-	5	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	954-7460	-	5	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	954-7466	-	5	-
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	954-7471	-	5	-

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Dell Hardware Limited Warranty Plus On Site Service Extended Year	954-7528	-	5	-
Dell Hardware Limited Warranty Plus On Site Service Initial Year	954-7531	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	5	-
ProDeploy Dell Server VRTX Converged - Deployment	804-6774	-	5	-
ProDeploy Dell Server VRTX Converged - Deployment Verification	804-6775	-	5	-
Declined Remote Consulting Service	973-2426	-	5	-
1.2TB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive	400-AJPX	-	30	-
Intel Ethernet I350 DP 1Gb Server Adapter	430-4443	-	5	-
Intel X710 Quad Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height	540-BBHQ	-	5	-
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 foot, Qty 1	330-3150	-	20	-
No Documentation	310-1972	-	5	-
			Qty	
PowerEdge M640 VRTX		\$3,714.55	10	Subtotal
				\$37,145.50

Estimated delivery if purchased today:

Feb. 06, 2020

Contract # WN03AGW

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge M640 Server	210-ALYK	-	10	-
PowerEdge M640 Regulatory Label, DAO	389-CFTF	-	10	-
No Trusted Platform Module	461-AADZ	-	10	-
Chassis with up to 2 PCIe SSD or SATA Hard Drives (Diskless, No Raid, or SW Raid only)	321-BDFR	-	10	-
No System Documentation, No OpenManage DVD Kit	343-BBDG	-	10	-
System ordered as part of Multipack order	750-AADI	-	10	-
Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	338-BLUS	-	10	-
Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	374-BBPP	-	10	-
Heatsink for CPU2	412-AAJF	-	10	-
2666MT/s RDIMMs	370-ADNU	-	10	-
Performance Optimized	370-AAIP	-	10	-
RAID 1 for S140 Embedded SATA	780-BCHJ	-	10	-
Software RAID Controller	780-BCGX	-	10	-
iDRAC9,Enterprise	385-BBKT	-	10	-
M.2 Blank Riser for C6420	370-ADRU	-	10	-
Performance BIOS Settings	384-BBBL	-	10	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	10	-
No Operating System	619-ABVR	-	10	-
No Media Required	421-5736	-	10	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	10	-
US Order	332-1286	-	10	-
Global Portal US Power Cord	467-5713	-	10	-

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iDRAC Group Manager, Enabled	379-BCQV	-	10	-
Intel i350 Quad Port 1 Gigabit, KR Blade Network Daughter Card	542-BBCE	-	10	-
Dell Hardware Limited Warranty Plus On-Site Service	815-0785	-	10	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	815-0792	-	10	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	815-0804	-	10	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	10	-
On-Site Installation Declined	900-9997	-	10	-
16GB RDIMM, 2666MT/s, Dual Rank	370-ADND	-	60	-
240GB Solid State Drive SATA Read Intensive MLC 6Gbps 512 2.5in Hot-plug Boot Drive	400-ATCU	-	20	-
			Subtotal:	\$72,227.95
			Shipping:	\$0.00
			Estimated Tax:	\$4,726.25
			Total:	\$76,954.20

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.