

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, August 15, 2019**

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

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. To consider the appointment of one (1) public employee to the position of Director of Educational Services in accordance with California Government Code Section 54956.
2. Conference with Legal Counsel - Anticipated Litigation - the Board is deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.96 (one potential case).

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORTING OUT FROM CLOSED SESSION

E. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

H. PERSONNEL COMMISSION

I. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

J. SUPERINTENDENT'S REPORT

- a. Opening of school
- b. CDE notification on school closure day
- c. SSF Rotary donations
- d. Other

K. 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. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law, the Brown Act. The Board may request staff to respond orally at the meeting or in writing at a future time.

L. PRESENTATIONS

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

1. EDUCATIONAL SERVICES**a. Summer School**

Staff will present information on the 2019 summer school programs in the District.

2. BUSINESS SERVICES**a. Construction and Fields Update**

Consultant Bill Savidge will present an update on the Martin ES modernization project and Fields projects in the District.

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

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1. ADMINISTRATION	
a. Minutes to the regular Board Meeting, July 18, 2019.	1- 15
b. Staff recommends the approval for Superintendent Moore to participate in the ACSA Leadership Summit in San Francisco, CA, November 7 - 9, 2019.	16
c. Staff recommends the approval of the Department of Education childcare contract CCTR-8252 amendment #3.	17- 19
d. Staff recommends the approval of the contract with WestEd to provide Child Development services for the 2019-20 school year.	20 - 48
2. EDUCATIONAL SERVICES	
a. Staff recommends the approval of the 360 Degree Therapy staffing agreement for 2019-20.	49 - 55
b. Staff recommends the approval of the Renaissance Learning contract renewal for 2019-20.	56 - 64
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3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	86 - 87
b. Classified Personnel Assignment Order	88 - 90
4. BUSINESS SERVICES	
a. Gifts to the District, July 2019.	91 - 92
b. Staff recommends the approval of the fundraising events for the 2019-20 school year.	93
c. Staff recommends the approval of professional service agreements under \$25,000.	94 - 95

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INFORMATION/DISCUSSION

1. ADMINISTRATION

- a. Voting District Maps Communication Process** 96

The Board will discuss the communication process on the SSFUSD Trustee Voting District Maps.

2. HUMAN RESOURCES

- a. Review of Board Policy/Administrative Regulation BP 5116.1, Intra-District Transfers** 97 - 107

Staff will review, and the Board will discuss, the SSFUSD Board Policy and Administrative Regulation 5116.1 concerning Intra-District transfers.

- b. Board of Trustees' Appointment to the Personnel Commission** 108 - 109

Staff will review the Trustees' process to appoint the Board's representative to the Personnel Commission for a three-year term, commencing on December 12, 2019.

3. BUSINESS SERVICES

- a. Ad Hoc Safety Committee** 110

Staff will review the Ad Hoc Safety Committee from prior years and re-implementing this committee in 2019-20.

ACTION

1. HUMAN RESOURCES

- a. Approval of the Youth Services Bureau (YSB) Alternative to Suspension (ATS) Memorandum of Understanding (MOU) for 2019-20** 111 - 112

Staff recommends the approval of the YSB MOU to implement an ATS, on-campus suspension program, for the 2019-20 School Year, as presented to the Board.

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- b. Approval of Memorandum of Understanding (MOU) with CSEA Chapter #197 Regarding Nutrition Services Rate Enhancement** 113 - 114

Staff recommends the approval of the MOU between the District and CSEA Chapter #197 regarding an increase in pay for Nutrition Services Assistants I and II, and Nutrition Services Leads I, II, and III, as presented to the Board.

2. BUSINESS SERVICES

- a. Resolution No. 19-50 for Temporary Inter-fund Transfer** 115 - 118

Staff recommends the adoption of Resolution #19-50: Authorizing the temporary internal transfer of funds from the General Fund (Fund 01) to Cafeteria Fund (Fund 13) so the Cafeteria Fund will end the fiscal year with a position cash balance.

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

September 12, 2019 - Televised

- Teaching and learning presentation - Spruce ES
- Introduction of Student Trustee/ASB High School Presidents
- Discussion of October 24 Community Forum topic(s)
- Presentation and approval of year end unaudited actuals
- Public hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution for Attendance Awareness Month
- Resolution Honoring Hispanic Heritage Month
- Resolution on GANN limit

September 26, 2019

- Teaching and learning presentation - Buri Buri ES
- Update on Safe School Plans
- Resolution for California Week of the School Administrator
- Resolution honoring Filipino American History Month

October 10, 2019

- Teaching and learning presentation - Junipero Serra ES
- Teaching and learning presentation - Skyline ES
- Williams report for 3rd quarter ending 9/30/19

October 24, 2019 - Community Forum

- Topic(s) TBD

October 26, 2019 – Board and Superintendent workshop - (Board room)

November 14, 2019

- Teaching and learning presentation – Martin ES
- Presentation on Middle College at Skyline Middle
- Presentation on Suspensions and expulsions
- Resolution honoring American Indian Heritage Month

December 12, 2019 - Televised

- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Teaching and learning presentation – Westborough MS
- Presentation regarding English Learners
- Presentation and approval of First interim budget report “positive certification”
- CSBA Delegate Assembly nomination
- Selection of Trustees to District sub-committees/committees (Board Policies and Bylaws, City sub-committee and County Committee on School District Organization)

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 July 18, 2019

OPEN SESSION - 7:01 p.m.

A. CALL TO ORDER

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

Cabinet Members: Dr. Shawnterra Moore, Superintendent - Present
Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present
Mr. Ted O, Assistant Superintendent, Business Services - Present
Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present

C. PLEDGE OF ALLEGIANCE

D. REVIEW OF AGENDA - No changes.

E. PTA COUNCIL REMARKS - None

F. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association – None

California School Employees Association Chapter 197 - President Jolene Malfatti reported that she met with Assistant Superintendent Jay Spaulding regarding MOUs to enhance the hiring of Nutrition Services staff.

G. PERSONNEL COMMISSION – Nothing to report

H. ITEMS FROM BOARD - None

I. SUPERINTENDENT'S REPORT

- a. **Summer School graduation** - Superintendent Shawnterra Moore reported that she, along with some Board members, attended this ceremony. She congratulated all of the students who persevered and earned their diplomas.

J. COMMUNICATIONS

Mike Harris, a resident, spoke about the Buri Buri ES survey. He said Sandis has done three surveys and none have been recorded. He wants a new fence installed on the property boundary line. Dr. Moore said the survey results should be available in four to six weeks, at which time she would contact Mr. Harris.

K. PRESENTATIONS

1. ADMINISTRATION

a. Update on Workforce Housing

Representatives from DCG Strategies, RBC Capital, and Isom Advisors provided an update on the financial feasibility findings related to workforce housing in the District.

Blake Peters, of DCG Strategies, told the Board that 2525 Wexford Avenue is a fantastic site. He reviewed the following:

Five Phases

- Phase 1 - Market assessment
- Phase 2 - Site assessment
- Phase 3 - Financing and development
- Phase 4 - Entitlements and programming
- Phase 5 - Construction and pre-leasing

The project is currently in phase 3:

Phase 3 – Development Feasibility Findings

- Expansion of study area to entire parcel – 6.89 acres
 - Increase in unit count from 84 to 132 units
- Civil engineering report – utility research
 - Adequate utility services available
- Environmental assessment
 - No historic or recognized environmental conditions
- Boundary survey
 - Boundaries determined for the property
- Geotechnical report
 - Soil structure is suitable for the intended development use
 - Foundation would be built on bedrock and there are no liquefaction issues.

Lead and asbestos would need to be considered before the demolition of any existing buildings.

Preliminary estimates indicate a path to feasibly develop the project with General Fund supported certificates of participation (COPs), General Obligation Bonds (GOBs), or a combination of both.

Development of the project is preliminarily financially feasible, should the District be able to fund initial cash flow shortages at the onset of development (if using COPs) or pass a bond measure.

- With COPS, future rental revenue will repay the debt and result in new net revenue to the District's General Fund.
- A partial or full G.O. funded project will result in new net revenue to the District's General Fund.

Christen Villalobos, of RBC Capital, said the project would cost between \$60M and \$66M. There would be one, two, and three bedroom units with varying rental rates. She reviewed two financing options. COPs don't require voter approval and use net revenue from the project to pay the debt service. General Fund support would be needed in the early years. If interest rates or construction costs are higher or rental income is lower, the general fund support may increase. GOBs do require voter approval and revenue would be put into the District's General Fund.

Makiko Sato, of ISOM Advisors, spoke about factors which could impact the project. She is not making a recommendation, just assessing the financial feasibility. Interest rates are currently very low. However, with financing a year or two away, it could be a different interest rate environment. Her firm relies on DCG information regarding costs and rental revenue and any changes would impact financing. Based on their current analysis, there may be some years with a cash shortage. She agrees with the feasibility to develop the project. Mr. Peters asked Ms. Sato to confirm a funding gap in the first two to three years of the project. She said they are looking at four years of shortages totaling about \$500K, then transitioning to a positive.

Mr. Peters said the site can be developed for a 132 unit project. The next step is programming to determine the building configuration and working with the City on an entitlement timeline/pathway.

Trustee Mina Richardson stated that workforce housing needs to be below market rate and at \$400-\$500K per unit, this project would require a subsidy which is not in the projections. Mr. Peters said they did a rental survey and looked at the average salary. Affordability for teachers and faculty is incorporated into the proforma. Trustee Richardson asked about the 16K square footage child care center. Mr. Peters said this meets the current needs. Trustee Richardson inquired

about other costs such as geotechnical engineering, environmental analysis, etc. Mr. Peters replied these costs have already been paid for in other phases. Once the project is fully designed, it is provided to the original consultants to see if it agrees with the findings in their report. For example, as part of the geotechnical report, NGO knows of the shared easement to accommodate utilities. Trustee Richards said she wants to understand the peripheral costs and asked about the interest rate at 3.9%. Ms. Villalobos said it would be a fixed rate when the bonds are issued.

Trustee Eddie Flores noted that rates may fluctuate and asked if they were to increase, would it make the project financially unfeasible. Ms. Sato said it depends on how much the interest rates change. The current four year cash shortage is an estimate and it may go to five years or beyond. It could impact the rental rates since interest rates don't change in a vacuum and the shortfall could increase. Trustee Flores asked how the four years was estimated. Ms. Sato replied they structured the financing to best match the expected cash flow from the workforce housing. In the initial years, fixed interest costs may exceed the revenue, which will increase over time. Trustee Flores asked about the number of parking places. Mr. Peters said they made basic assumptions for two and three story housing with surface and tuck under parking which gave them the range of construction costs. Trustee Flores said parking in the City must be seriously considered and it is something the Board is looking into. Mr. Peters noted the project's proximity to a BART station and shared that a shuttle service was included in some of their other projects.

Trustee Diana Lujan said the community is unique with primarily single family homes surrounded by a number of condos. Some neighbors won't want high density housing in their backyard. Mr. Peters said this project is not high density housing and is more comparable with Sacramento and the Central Valley. Trustee Lujan stated that the project is great for the District's staff and teachers.

Vice President Patricia Murray asked if they would get school and community-at-large involvement before the project is approved. Mr. Peters said the next step is community input and involvement, which would be done for the surrounding area and also further out.

President John Baker questioned whether a walkway easement to Gellert Blvd. from the property still exists. Mr. Peters was unsure and then confirmed that the shared easement, previously spoken about, is for gas and electric. President Baker inquired about an environmental impact report (EIR) and, if needed, whether the District or the City would be the certifying agency. Mr. Peters replied this would usually need a general plan amendment (GPA) and a re-zone process for

which an EIR would be needed, unless one already exists. There is some sensitivity with the City and a separate GPA may not be required. President Baker asked if the cost of an EIR study was accounted for. Mr. Peters said it was not and the process needed will be the next question for the City. President Baker noted that the last discussion of the project showed 84 units with significant open space for neighbors, but the new rendering shows little open space. Mr. Peters replied there is a possibility of building a larger middle density area with surrounding open space. The design could be rearranged if the Board wished. President Baker said they want to limit parking and create more units in the space. Mr. Peters stated that they have not found that providing fewer parking spaces leads to fewer people driving their cars and those cars often spill out onto surrounding streets. President Baker asked whether COPs would include grant funds, such as the County's Measure K funds. DCG CEO Landis Graden said there are currently no grant funding sources available but there is ongoing work in this area. President Baker said when they are further in the process, they can look into Measure K funds.

Trustee Lujan confirmed there is a pedestrian walkway easement to Gellert Blvd. via Kenry Way. The rest of the area is fenced in.

Trustee Richardson said the District already has a bond on the books and asked if that would be a factor in the type of funding chosen. Ms. Sato said CABs are used occasionally and GOBs are mainly used with school districts. Also, multiple bond measures exist in several districts and it is not a restriction to getting GOBs, but it depends on how a community supports its schools. Trustee Richardson asked if Prop 39 put a tax cap on districts with outstanding bonds. Ms. Sato said it lowered the voter threshold to pass GOBs to 55%. For every Prop 39 bond measure, a unified school district needs to project that the tax rate will not exceed \$60/\$100K in assessed value, per Bond authorization. Ms. Sato said past bond measures factor into this and confirmed SSFUSD is under its bonding capacity. President Baker asked how much the current Measure J assessment per \$100K is. Assistant Superintendent Ted O said he will look into this. Ms. Sato confirmed that the current tax rate is in the low forty dollars per \$100K for all outstanding SSFUSD Bond measures.

COMMUNICATIONS *(continued)*

Mike Harris stated that former Trustee Phil Weise told him the Measure J assessment, in 2003, was \$14.5/\$1,000 (sic). President Baker said Measure J passed in 2010, so this would be different.

Tom Carney, a SSF resident, said the project would be located two blocks from a fault and this could result in lots of shaking. The weather, in that area, is detrimental. He

said Martin ES has not been modernized. The District needs to fix what they have first and kids come first. As the SSF population increases, there may be a future need for the Wexford site. He asked, as a taxpayer, for an update on the USS Cal litigation.

President Baker polled the Board members on the direction for the project. All Trustees agreed to move to the next phase. Trustee Flores said they need to get more information and suggested a possible study session. Trustee Richardson said the Board is not hearing the numbers and costs can balloon. She stated that the District is in the business of education, not real estate, and she is concerned with workforce housing the District may not be able to subsidize. President Baker said the consensus is to move forward with more details to come. He is reluctant to ask for another bond and prefers COPs with funds for the project being kept separate from funds for educating children.

2. HUMAN RESOURCES

a. Peninsula Conflict Resolution Center (PCRC)/Communities in Schools (CIS)

Michelle Vilchez, Executive Director for PCRC, and Gary Chapman, Vice President at CIS, presented information on a CIS model which provides student support enabling them to remain in school.

PCRC Mission

“PCRC partners with individuals, groups and institutions to empower people, build relationships and reduce violence through collaborative and innovative processes.”

PCRC has served San Mateo County for over 30 years. The organization has grown from a community-based mediation model to include other services that compliment and build on mediation fundamentals.

Core Services are facilitation, mediation, training, conflict coaching, and restorative practices.

CIS Licensed Partner

- CIS will certify PCRC to deploy the CIS model in identified schools.
- CIS model implemented through PCRC staff.
- PCRC will have a CIS advisory council and 3-year initial commitment.
- Benefits include building on existing PCRC reputation and infrastructure to deliver impact.

Site Coordinators In Schools

Experienced professionals are trained by CIS and placed in schools,

becoming an integral part of students' lives. They coordinate services in the school to connect students and families with resources they need most. Students get one-on-one attention to ensure they stay in school. These coordinators are trained professionals who work with school administrators to assess needs, develop a plan and build a team to provide supports to schools and students. School-based coordinators remove barriers for vulnerable students by leveraging evidence, relationships and local resources to drive results.

CIS Mission

"We surround students with a community of support empowering them to stay in school and achieve in life."

Theory of Change

- Develop relationships with caring adults and others
- Develop social, emotional, and academic competencies
- Improve attendance, behavior, and coursework
- Reduce dropout rates
- Increase graduation rates
- Increase college/career readiness and civic engagement

Nationwide demographics

Race/ethnicity: 46% Latino or Hispanic, 33% Black, 15% White, 5% Other

Gender: 51% female, 49% male

Free/Reduced lunch: 93% eligible

2017-18 Outcomes - 99% of CIS case managed kids remained in school, 93% of K-11 students promoted to next level, 91% graduated, 77% of graduates planned a post-secondary education, 78% met attendance goal, 88% met academics improvement goals, and 90% met their behavior goals.

After three years of implementation, CIS elementary schools experienced an improvement in the average daily attendance rate and an improvement in standardized test scores for ELA. After three years of implementation, CIS high schools experienced an improvement in their 4-year cohort graduation rate, a decrease in their annual dropout rate, and an improvement in standardized ELA test scores.

Elements of School Campus Support

PCRC and CIS will focus on strengthening student outcomes.

- Assessing school needs and creating a strategic plan helps schools lay a foundation for developing an action plan, framework, and team mobilized around student success
- Using data to identify and track non-Academic student needs prepares educators to monitor and promote student outcomes

beyond the classroom.

- Forming and managing effective community partnerships imparts the groundwork for activating or deepening a school's strategic partnerships.
- Implementing integrated student supports for the Individual conveys how and when to provide students with a range of increasingly intensive support.

Mr. Chapman said CIS currently works with about 400 school districts. In SSFUSD, their work would be focused in three to four Title 1 schools.

Trustee Flores said this is a tremendous resource and one he supports. It provides a tangible solution, is evidence-based, and makes sense. He can foresee the effectiveness and success through CIS's partnership with PCRC.

Trustee Lujan said CIS offers individualized wrap-around support for students, is student-centric, and the program has her full support.

Trustee Richardson stated that she is encouraged to see the increased number of graduates and CIS is doing a great job.

Vice President Murray asked how CIS would integrate with the work the District is already doing. Dr. Moore said the Board gave their support to expand mental health services for students. Existing partnership provide some of the services. The District does not have anything, to date, which is as comprehensive in terms of wrap around services for all. This would be an amazing asset for the District. Of course there are competing priorities and some overlap with existing services. The District is looking at costs and how to make this work. Perhaps they would start on a smaller scale with targeted schools based on current data. Overall, the program fits in well with what the District is currently doing.

President Baker said he is glad to see CIS working with PCRC. Many District students need to have someone who cares. In concept, he wants to go forward with the program, but wants to see the funding aspect.

The Board reached consensus to move forward with this program.

The Board agreed to move the following item ahead in the agenda as audience members wanted to comment on it.

INFORMATION/DISCUSSION

1. HUMAN RESOURCES

b. Intra-District Transfer Appeals Process

Assistant Superintendent Spaulding reviewed Board Policy 5116.1 and Administrative Regulation 5116.1 concerning the Open Enrollment/intra-district transfer appeals process, which is handled by the Student Services Department. This year there were 615 intra-district transfer requests received and 362 were approved. The department checks available space at schools as some are at capacity. They consider each specific case. The District conducts a non-biased, random drawing from among all the applications that are received. Some are offered enrollment and others are placed on a waiting list. 250 were denied and 56 were appealed, with five being granted. Requests mainly occur when students are being promoted from kindergarten to first grade, fifth to sixth grade, and eighth grade to high school. The appeal, which must be filed within 10 calendar days after the request for transfer was denied, is based upon an error in the application of the Board policy. The parent or guardian receives a letter with three possible responses: appeal is approved, additional information or documentation is needed, or the appeal has been dismissed (which includes the reasons why). The letter also states that denied appeals are the final determination for the school year of application. Another transfer may be filled in the next open enrollment period of the following school year.

Trustee Richardson questioned when a parent appeals, if they are offered an alternative school. Dr. Spaulding replied they have three choices and some parents select only one school. Trustee Richardson asked if there is not enough room because sites are at capacity. Dr. Spaulding said there are often no classrooms available to open another class at the elementary levels. At middle and high schools, they typically have space. However, they try to keep sites balanced since approving all transfer requests for four to five years would result in some schools without any students.

Vice President Murray asked about the number of inter-district transfers. Dr. Spaulding replied there were 69 requests and 38 were approved, most for siblings or employees.

Trustee Flores asked which schools are most requested. Dr. Spaulding said they are Monte Verde ES, Buri Buri ES, Skyline ES, Alta Loma MS, Westborough MS, and ECHS. Trustee Flores questioned who conducts the random drawing. Mr. Spaulding replied it is handled by someone other than Student Services employees.

COMMUNICATIONS *(continued)*

Kim Carney, a SSF parent from the Martin ES area, said she and her husband went through the intra-district transfer request process and found there was no transparency. She inquired who was on the administrative panel. Their appeal was dismissed, due to capacity at the requested site, and now child care arrangements are needed. With the Martin ES R.E.A.L. program, students cannot be released early. Mrs. Carney said it is too late for them to select a second choice of school. The Board needs to make the process clearer. There is little information on the District website and no communication on the waitlist for Buri Buri ES.

Tom Carney said over 300 families are not getting what they want and the District wants to be building contractors.

Vice President Murray noted that the Board is scheduled to review BP 5116.1 in August. She said the information is clearer on other districts' websites. It is her personal opinion that there needs to be more flexibility in the policy. Trustee Richardson agreed.

Trustee Flores said it is relevant to re-look at the policy and the District website. He is concerned with a language issue or if a family does not have a computer.

Trustee Lujan noted that the transfer process is stressful and families need to make huge decisions. The website information can be clearer and can also indicate which schools are impacted. Parents need this information to make choices. She wants the waitlist standing to be provided to parents. This may not fix the situation, but it will be transparent.

President Baker agreed that the forms should be made clearer and provide transparency in the appeals process, such as including information on who decides.

COMMUNICATIONS *(continued)*

Cindy Alger, a SSF resident, said that since the Carneys did not have clear information, the District should give them a second choice. President Baker said the Board would regard this as a general suggestion as they were not considering a specific case at this meeting.

L. CONSENT AGENDA:

Trustee Richardson requested Item 1c, be pulled for discussion. Trustee Flores asked for Item 2e to also be pulled for discussion.

MOTION #302 (Lujan/Richardson) to approve Item 1a, Minutes to the Special Board meeting, June 20, 2019; Item 1b, Minutes to the Regular Board meeting, June 27, 2019; ~~Item 1c, Superintendent and Board members participating in the CSBA Annual Conference in San Diego, CA;~~ Item 1d, CDE childcare contract

CSPP-8542 amendment #3; Item 1e, CDE childcare contract CCTR-9247 amendment #1; Item 1f, CDE childcare contract CSPP-9539 amendment #1; Item 2a, 360 Degree Therapy staffing agreement for 2019-20; Item 2b, Staff Rehab staff agreement for 2019-20; Item 2c, SMCOE agreement for professional English Learner service for 2019-20; Item 2d, SMCOE agreement for Monte Verde ES community garden in 2019-20; ~~Item 2e, a one-time exception to BP/AR 1330~~; 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, June 1 - 30, 2019; Item 4b, Warrant Register, June 1 - 30, 2019; Item 4c, Cash Receipts, June 1 - 30, 2019; Item 4d, Gifts to the District, June 2019; Item 4e; Declaration of surplus items; Item 4f, Professional service agreements under \$25,000. Motion Carried (Unanimous)

Regarding Item 1c, Trustee Richardson asked which Board members would be attending the CSBA conference. Trustee Lujan stated she could not be away from work during that time and would not be attending this year. Trustee Richardson inquired about a student Trustee participating in the conference. President Baker said they would not be attending this year as the conference is being held in Southern California, but might next year when it takes place in San Francisco.

Trustee Flores asked about guest speakers with Item 2e. Assistant Superintendent Keith Irish reported that the District was contacted a day before the agenda items were due. He said Roche, the parent company of Genentech, wants to hold a two-day meeting of their Board of Directors in SSF. Having part of the meeting in the SSFHS Science Garage would allow Roche to see their generosity and would highlight the Genentech-District partnership success. BioTech teachers and students would be invited to attend. Trustee Flores asked if Cabinet or Board members would also be included. Mr. Irish replied that they would, along with local dignitaries. President Baker stated that if any student(s) were present, no alcohol would be allowed. Mr. Irish said the teachers and students would make a presentation prior to dinner. President Baker said he was in favor of the exception so long as students are not present (while alcohol is being served).

MOTION #303 (Flores/Lujan) to approve Item 1c, Superintendent and Board members participating in the CSBA Annual Conference in San Diego, CA; Item 2e, a one-time exception to BP/AR 1330. Motion Carried (Unanimous)

INFORMATION/DISCUSSION *(continued)*

1. HUMAN RESOURCES

a. Williams Uniform Complaints for Second Quarter Ending 6/30/19

Dr. Spaulding presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 6/30/18, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment. He said there were no complaints filed in the District for this quarter.

ACTION

1. ADMINISTRATION

a. Resolution No. 19-49 for Trustee Compensation

MOTION #304 (Murray/Flores) to adopt Resolution #19-49: To allow stipend payment for Trustee Lujan who was absent from the June 27, 2019 Board meeting. (AYES: Baker, Flores, Murray, Richardson; NOES: None). Motion Carried (Unanimous)

b. Approval of 2019-20 SSFUSD Governance Calendar

MOTION #305 (Lujan/Murray) to approve the SSFUSD 2019-20 Governance Calendar, which highlights when certain items come before the Board, categorized by department and month. Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of Beacon Therapeutic Agreement

Trustee Richardson asked if this was the first year the District would contract with Beacon. President Baker replied it was not.

MOTION #306 (Murray/Lujan) to approve the 2019-20 Beacon Therapeutic agreement, to provide required school-based mental health services at middle school and elementary levels, aligned to individual student IEPs. Motion Carried. (Unanimous)

b. Approval of Authorized Signatures

Trustee Richardson asked if the current authorization had expired. President Baker said it needed to be updated due to changes in personnel in the District.

MOTION #307 (Richardson/Lujan) to approve the updated authorization signatures for the Department of Rehabilitation contracts. Motion Carried. (Unanimous)

3. BUSINESS SERVICES

a. Approval of Award of Contract for the SSFHS Portables Demolition Project

Trustee Richardson questioned whether there were issues with lead or

asbestos in the older portables and if specialized demolition was needed. Consultant Bill Savidge replied that a hazardous materials survey was performed, the cost is included in the contract, and abatement would be done before demotion of the portables.

MOTION #308 (Lujan/Flores) to approve the award of contract to the lowest bidder, Demolition Services & Grading, Inc., in the amount of \$124,510, for the demolition of SSFHS portables. Motion Carried. (Unanimous)

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

Vice President Murray requested another CA Dashboard presentation comparing data between last year and this year. Dr. Moore said it would be done once the results are available. Mr. Irish stated the data comes out in December. Trustee Murray asked for the presentation in January.

President Baker asked about alternate sites for the SSFHS baseball field. Mr. Savidge reported that both the SSFHS softball and baseball fields have been DSA approved. A pre-bid walk will take place next week and the lowest bid will be brought to the next Board meeting for approval of award. There will be a brief presentation on the need for an alternate baseball field site due to the late start to the project.

Trustee Flores asked if the Board or Cabinet had ever addressed the issue of immigration and raids. Dr. Moore said the District has conducted internal training for families, invited attorneys to speak directly with families, and provided the schools with cards for students letting them know what to say or not say and what to do or not do if approached by any official concerning immigration status. A resolution of support was also approved by the Board. Trustee Flores requested this issue be brought back. Vice President Murray inquired about another resolution to be symbolic on where the District stands. She and Trustee Flores will brainstorm on ideas.

August 15, 2019

- Summer School report
- Approval for Superintendent to participate in ACSA Leadership summit
- Approval of School Loop renewal agreement
- Discussion on the implementation of an Ad Hoc Safety Committee
- Update on construction/modernization/fields projects
- Discussion of BP 5116.1 regarding intra-district transfers
- Discussion on alternative sites for SSFHS baseball field
- Approval of YSB Alternative to Suspension MOU

September 12, 2019 - Televised

- Teaching and learning presentation - Spruce ES
- Introduction of Student Trustee/ASB High School Presidents
- Discussion of October 24 Community Forum topic(s)

- Presentation and approval of year end unaudited actuals
- Public hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution for Attendance Awareness Month
- Resolution Honoring Hispanic Heritage Month
- Resolution on GANN limit

September 26, 2019

- Teaching and learning presentation - Buri Buri ES
- Update on Safe School Plans
- Resolution for California Week of the School Administrator
- Resolution honoring Filipino American History Month

October 10, 2019

- Teaching and learning presentation – Junipero Serra ES
- Teaching and learning presentation - Skyline ES
- Williams report for 3rd quarter ending 9/30/19

October 24, 2019 - Community Forum

- Topic(s) TBD

October 26, 2019 – Board and Superintendent workshop - (Board room)

November 14, 2019

- Teaching and learning presentation – Martin ES
- Presentation on Middle College at Skyline Middle
- Presentation on Suspensions and expulsions
- Resolution honoring American Indian Heritage Month

December 12, 2019 - Televised

- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Teaching and learning presentation – Westborough MS
- Presentation regarding English Learners
- Presentation and approval of First interim budget report “positive certification”
- CSBA Delegate Assembly nomination
- Selection of Trustees to District sub-committees/committees (Board Policies and Bylaws, City sub-committee and County Committee on School District Organization)

SUMMARY OF BOARD DIRECTIVES

1. Include another Dashboard presentation (this year vs. last year) in January Board meeting.
2. Staff to bring back District symbolic support regarding immigration issue.

GOOD AND WELFARE

Vice President Murray reported that she went to the Celebration of Life for Drew Wilmes, which was very well attended. She participated in the Big Lift Closing Ceremony at Los Cerritos ES along with Superintendent Moore and Mayor Karyl Matsumoto. She praised the Big Lift program which prevents the student's summer slide. Trustee Murray also attended the summer school graduation.

Trustee Richardson said she toured District properties, including the Foxridge site, to get a feel for the area. She attended a City Council meeting where certificates of achievement were presented to members of the Youth Advisory Council and municipal codes to guard open spaces was discussed.

Trustee Lujan shared that she also attended the Big Lift ceremony at Los Cerritos ES and said it was awesome to see the kids and staff. As the next Board meeting will be held after school begins, she wished everyone good luck in the new school year.

Trustee Flores said he attended the Big Lift ceremonies at both Los Cerritos ES and Spruce ES. He praised the remarkable organizations which support the program. He participated in the summer school graduation and congratulated all the students. Trustee Flores acknowledged Wells Fargo Bank and the SSF Rotary for their gifts to the District.

President Baker said he also attended Mr. Wilmes' celebration. In addition to participating in the Spruce ES Big Lift ceremony, he visited another Big Lift ceremony at John F. Kennedy ES in Daly City. He also congratulated the summer school graduates.

ADJOURNMENT – 9:20 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: August 15, 2019

RE: Superintendent's participation in the 2019 ACSA Leadership Summit

BACKGROUND

ACSA is holding their 2019 Leadership Summit on Thursday, November 7 through Saturday, November 9, in San Francisco, CA. This annual event provides opportunities for valuable networking and offers professional development on current critical leadership and educational issues.

FISCAL IMPLICATIONS:

The registration fee for the symposium is \$549. As the event is local this year, there are no fees for airfare, shuttles, or hotels. The conference registration fee will be paid through the appropriate Superintendent budget.

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Superintendent's participation in the 2019 ACSA Leadership Summit.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: August 15, 2019

RE: Approval of the CCTR-8252 Child Development Services contract amendment #3 for the 2018-19 School Year

BACKGROUND:

A Child Development Services agreement, CCTR-8252, was approved by the South San Francisco Board of Trustees at the June 14, 2018 regular meeting. The CCTR-8252 California State Preschool funding is provided by the California Department of Education, Child Development Division to operate the District's State Preschool Program at Children's Center for the 2018-19 school year. At the January 17, 2019 regular meeting, the Board of Trustees approved Amendment #1, which increased the original amount of \$454,241 to \$477,238, an increase of \$22,997. At the February 14, 2019 regular meeting, the Board of Trustees approved Amendment #2 which changed the minimum days of operation from the original 245 days to 244 days.

Amendment #3 revises the Maximum Reimbursable Amount from \$477,238 to \$446,238, a reduction of \$31,000. This reduction was due to unearned funds, which are temporary and will be addressed in planning for FY2019-20.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

It is recommended that the Board of Trustees approve amendment #3 of the CCTR-8252 Child Development Services contract for the Fiscal Year 2018-19.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

Amendment 03

DATE: July 01, 2018

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-8252

VTT Transfer of \$31,000 to CCTR-8247

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 41-6907-00-8

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CCTR-8252 and Amendment #01 (Budget Act) and Amendment #02 (MDO Change from 245 to 244) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$477,238.00 and inserting \$446,238.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$51.81. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 9,211.0 and inserting 8,613.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 244. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING SHAWNTERRA MOORE, SUPERINTENDENT				
TITLE Contract Manager		ADDRESS 398 B ST., SO. SAN FRANCISCO CA 94080				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -31,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 477,238	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 446,238	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-8252

Amendment 03

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -7,602	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 117,035	(OPTIONAL USE)0656 13609-6907	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109,433	ITEM 30.10.020.001 6100-194-0890	CHAPTER 29	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -3,495	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 53,800	(OPTIONAL USE)0656 15136-6907	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,305	ITEM 30.10.020.001 6100-194-0890	CHAPTER 29	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -19,903	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 306,403	(OPTIONAL USE)0656 23254-6907			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 286,500	ITEM 30.10.020.001 6100-194-0001	CHAPTER 29	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Eric Claybon, Child Development Program Coordinator

DATE: August 15, 2019

RE: Approval of Parent Involvement Project Agreement with WestEd for 2019-20

BACKGROUND:

A Child Development Services Parent Involvement Project agreement, contract number: S-00016688, between WestEd and SSFUSD has been proposed. The funding is provided by the Silicon Valley Community Foundation to operate the District's State Preschool Program at the Children's Center for the 2019-20 school year.

The fiscal award provides for classroom participation, parent education workshops, home visits, and enrichment activities.

FISCAL IMPLICATIONS:

Income to the District of \$149,000, to be deposited into Fund 12, Child Development.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with WestEd to operate the District's State Preschool Program at the Children's Center for the fiscal year 2019-20.

SUBCONTRACT

This Subcontract is entered into by and between WestEd and South San Francisco Unified School District (USD)

SECTION A: CONTACTS

<p>South San Francisco Unified School District (USD) Technical Contact: Eric Claybon Child Development Director 398 B Street South San Francisco, CA 94080 P: 650.827.8405 eclaybon@ssfusd.org</p>	<p>WestEd Technical Contact: Ann-Marie Wiese Senior Research Associate P: 415.615.3186 awiese@wested.org</p>	<p>WestEd Contracts: Contracts Management Department 730 Harrison Street San Francisco, CA 94107 P: 415.615.3136 contracts@wested.org</p>	<p>WestEd Billing: Donald Hom A/P Supervisor 4665 Lampson Avenue Los Alamitos, CA 90720 P: 562.799.5121 accountspayable@wested.org</p>
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SECTION B: WORK OR SERVICES

1. Prime Contract Information

Prime Funder: Silicon Valley Community Foundation
Project Name: 2019-2020 PIP (Parent Involvement Project)
Prime Contract Number: Grant # 2019-200746
CFDA: N/A

2. Subcontract Term

Start Date: 07/01/2019

End Date: 06/30/2020

3. Work or Services to be completed by Subcontractor (brief description):

Please see the attached Scope of Work, Exhibit 1.

4. Maximum Fees and expenses:

\$149,000.00

5. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Subcontract.

See Attached:

- WestEd Terms and Conditions
- Scope of Work, Exhibit 1
- Budget Detail, Exhibit 2
- Small Business Representations, Exhibit 3
- Additional Contractual Requirements, Exhibit 4
- Data Sharing Agreement, Exhibit 5

SECTION C: PAYMENT

- This is a Cost-Reimbursement subcontract. Subcontractor shall submit four (4) itemized invoices for actual, allowable, costs incurred, in accordance with the invoice sample provided in the Budget Detail and the following payment schedule: (1) The first invoice should be submitted by October 31, 2019 for costs incurred July 1, 2019 – September 30, 2019; (2) The second invoice should be submitted by January 31, 2020 for costs incurred October 1, 2019 – December 31, 2019, accompanied by a mid-year budget expenses report (narrative description of costs incurred); (3) The third invoice should be submitted by April 30, 2020 for costs incurred January 1, 2020 – March 31, 2020; (4) The fourth and final invoice should be submitted by July 31, 2020 for costs incurred April 1, 2020 – June 30, 2020, accompanied by a year-end budget expenses report (narrative description of costs incurred).
- See Scope of Work, Exhibit 1 for additional information regarding financial reporting.
- Subcontractor shall submit invoices in duplicate. An original invoice shall be sent to the **WestEd Billing Contact** with a duplicate sent to the **WestEd Technical Contact** (contact information is provided in Section A above).
- All invoices must include the following: (1) Subcontractor's name, Federal Tax ID, invoice date; (2) Subcontract Number and invoice number; (3) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent; (4) Name, title, phone number of person preparing the invoice; (5) Authorized signature of certifying official.

August 15, 2019

- Subcontractor invoices must detail all services performed and/or expenses incurred in accordance with the attached budget. WestEd agrees to pay Subcontractor within 30 days of WestEd's receipt and approval of invoices. In no event shall WestEd be liable for late charges, interest, or penalties for failure to make payment within the time specified herein.
- Subcontractor may not use the funds in any way other than as described in the Subcontract unless the Subcontractor receives written permission from WestEd. Subcontractor shall repay to WestEd any portion of the amount granted that is not used for the purpose of this Subcontract. If funds remain at the end of the Subcontract period, Subcontractor must contact the WestEd Technical contact noted on the cover page of the Subcontract.

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Subcontract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Authorized Signature

Date Signed:

Name (Print): Virgilio F. Tinio, Jr.

Title: Director of Grants & Contracts

**South San Francisco Unified School District (USD)
("Subcontractor")**

Agreed and accepted:

Authorized Signature

Date Signed:

Name (Print):

Title:

EIN:

The remainder of this page is intentionally left blank.

WESTED TERMS AND CONDITIONS

1.0 Allowable Costs: Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), 2 CFR 230 (non-profit organizations), 2 CFR 220 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

2.0 Certification of Cost & Price: Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

3.0 Records Maintenance, Retention, and Access: Subcontractor shall maintain proper accounting records and supporting documents that reflect all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may inspect, audit, or engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least seven (7) years after the final payment under this Subcontract.

4.0 Audit: During the term of this Subcontract and for a reasonable period of time thereafter, WestEd or its agent shall have the right, at periodic intervals and during regular business hours, on Subcontractor's premises, to examine and make copies of all books and records of Subcontractor insofar as they relate to this Subcontract.

5.0 Independent Contractor Status and Responsibilities: In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract. All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met.

Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

6.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

7.0 Termination: 7.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

7.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.

7.3 In the event of a termination under Section 7.1 or 7.2, WestEd shall reimburse Subcontractor for work performed under the

Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with the attached Scope of Work and Budget.

8.0 Subcontracts and Assignments: Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

9.0 Indemnification: Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision will survive termination of this Subcontract.

10.0 Intellectual Property Ownership: Subcontractor agrees to convey ownership to any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor hereby conveys to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. This provision will survive termination of this Subcontract.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

11.0 Warranties: Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with prevailing industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to complete any required corrective action. If Subcontractor is unable to correct the performance issue, WestEd shall be entitled to terminate the contract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

12.0 Authority to Sign: Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

13.0 Governance / Compliance: This Subcontract shall be governed by the laws of the State of California, without giving effect to conflict of law principles. Subcontractor shall also comply with all applicable Federal and state laws, regulations, standards, orders, and requirements.

14.0 Disputes: The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this Subcontract or the breach,

WESTED TERMS AND CONDITIONS

termination, enforcement, interpretation or validity thereof, including the determination of the scope (hereinafter a "Dispute"), through good faith negotiations. Such negotiations shall take place face to face, between representatives authorized to settle the Dispute, within 30 days from the date one party provides the other party with written notice of a Dispute and the legal and factual basis for such Dispute (hereinafter the "Negotiations"). Only in the event that a Dispute cannot be resolved through such good faith Negotiations, either party may submit the Dispute to arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. No party shall file an arbitration demand or complaint until the parties have engaged in good faith Negotiations and such Negotiations have ended in an impasse. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, no Dispute concerning a party's or a third party's rights in or to intellectual property protected in accordance with Federal law (an IP Dispute") shall be subject to arbitration and any such IP Dispute may be filed only in a federal court of competent jurisdiction, subject to the obligation to participate in Negotiations, as set forth herein.

15.0 Insurance: Without in anyway limiting the Subcontractor's liability pursuant to Section 9.0, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

- (a) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage;
- (b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable;
- (c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident;
- (d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence;
- (e) Subcontractor shall name WestEd as additional insured. Subcontractor shall provide WestEd with appropriate certificate(s) of insurance, including an updated certificate in the event the certificate originally provided expires during the performance period of the Subcontract. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

16.0 Subcontractor Conflict of Interest: **16.1** The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd, or the Subcontractor's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that the Subcontractor has disclosed all such relevant information to WestEd.

16.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.

16.3 WestEd may terminate for convenience this Subcontract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of

this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.

17.0 Confidentiality: All materials, products, documents, and other information of WestEd are proprietary and confidential, and may not be used, disclosed, or otherwise published by Subcontractor without WestEd's expressed written consent.

18.0 Non-Discrimination in Employment: The Equal Employment Opportunity clauses of Executive Order 11246, section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act are hereby incorporated by reference if applicable based on the size of this Subcontract and the work to be performed and/or the goods or services involved. **This Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

19.0 Severability: If any provision of this Subcontract is found by a court to be void, invalid or unenforceable, this Subcontract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Subcontract.

20.0 Counterparts: This Subcontract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

22.0 Entire Agreement: This Subcontract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

23.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.

EXHIBIT 1, Section 1
SCOPE OF WORK
Parent Involvement Project
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2019-2020 Contract Year

The Parent Involvement Project (PIP) is an innovative, multifaceted program offered to school districts to address the needs of underserved families whose children attend preschool. PIP uses a model composed of four (4) closely linked and integrated components: Classroom Participation, Parent Education Workshops, Home Visits, and Enrichment Activities. Taken together, the four components and related activities of PIP aim to engage families as active contributors and collaborators in their children's early learning across school and home settings.

The SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (SSFUSD) agrees to implement PIP in the following manner:

- I. **PIP Components in Preschool:** District will provide Classroom Participation opportunities, Parent Education Workshops, Home Visits, and Enrichment Activities to families of children enrolled in preschool. District will collaborate with WestEd in the development of core materials to guide implementation of the four components, including but not limited to the following: PIP Guidelines, PIP Facilitator Handbook, Home Visitor Handbook, Home Visit Cards, Classroom Participation Cards. Refer to Figure 1 PIP District and Parent/Family Responsibilities by Component for additional detail regarding parent and district responsibilities. Note: The District's responsibilities will include pursuing specific strategies to engage parents in meeting California State Preschool Program (CSPP) and district requirements for classroom volunteers.
- II. **Staffing:** District will recruit, hire, train, provide an orientation for new staff members, and supervise the following PIP staff to implement PIP:
 - a. 1.0 FTE PIP Facilitator, hired an Early Learning Center Coach, to coordinate all aspects of PIP under the supervision of, and working collaboratively with, the Preschool Program Manager. The contract with WestEd will provide funding for up to .75 FTE of the PIP Facilitator; see EXHIBIT 2, Budget Detail for additional information.
 - b. 1.0 FTE Home Visitor, hired as a School Community Liaison-Child Development, whose responsibilities focus on the project's home-visiting component, under the supervision of, and working collaboratively with, the Preschool Program Manager

See EXHIBIT 1, Section 2, Parent Involvement Project Staff: Key Responsibilities for additional detail regarding responsibilities for the PIP Home Visitor and the PIP Facilitator positions. See EXHIBIT 2, Budget Detail for additional detail regarding funding for PIP staff positions.

- III. **Child/Family Enrollment:** District will provide PIP components listed above to up to 109 families of children enrolled in preschool in five (5) class sessions at the following school sites:
- a. **Children’s Center: 3 class sessions**, up to 21 children enrolled in each class (up to 63 children total).
 - b. **Martin Elementary School: 2 class sessions**, up to 23 children enrolled in each class session (up to 46 children total).

In addition, modified services will be offered to families enrolled in two full-day classes at Children’s Center (up to 21 children enrolled in each class, for a total enrollment of 42).

Note: Any changes to overall enrollment, including number of families served, classes, or school sites, will be communicated immediately to WestEd.

- IV. **Parent/Family Participation:** District will meet the parent participation and attendance responsibilities described in Figure 1 District and Parent/Family Responsibilities by Component. District will track parent/family attendance by individual family, by class, and by school site for each component as described below.

- A. Classroom Participation: Number of parents/families completing each month’s participation requirement
- B. Parent Education Workshop: Number of parents/families who participated in each of the parent education workshops
- C. Home Visit: Number of parents/families who participated in each home visit based on eligibility for home visits
- D. Enrichment: Number of parents/families who participated in field trips and attended on-site presentations

- V. **Parent/Family Agreement:** At the beginning of each school year, at least one parent per child signs a Parent/Family Agreement. The Parent/Family Agreement can be provided for signature during the preschool enrollment process or classroom orientations at the beginning of the school year. The Parent/Family Agreement describes the parent/family responsibilities for Parent Involvement Project using the language provided in FIGURE 2 Responsibilities to Include in a PIP Parent/Family Agreement.

- VI. **Meetings with WestEd:** PIP District Supervisors will communicate on a regular basis via phone or email and meet on a monthly basis via phone/video conference or in-person with

WestEd, regarding PIP implementation. PIP staff will communicate on a regular basis via email and phone and meet in-person on a monthly basis with WestEd and PIP Supervisor regarding PIP implementation.

- VII. **Community Partnerships:** District will seek out partnerships with community agencies to collaborate with preschool program staff and participate in, where appropriate, activities to enhance the project components (e.g., collaborate with local agencies to provide Parent Education Workshops at low or no cost to PIP). PIP Staff will submit a contact list of key community partners as part of the fall implementation report.
- VIII. **Professional Development:** PIP staff will participate in up to two days (or equivalent of 16 hours) of professional development coordinated and led by the WestEd or their designees. In 2019-2020 PIP staff will participate in an all-district quarterly professional learning community (PLC) led by WestEd. Home Visitors will also receive additional on-site technical assistance from WestEd to support implementation. WestEd will provide additional information after July 1, 2019.
- IX. **Program Data Collection:** To ensure program fidelity, District will collect data related to child enrollment and parent participation in PIP components by child and by event/activity. See FIGURE 1 PIP District and Parent/Family Responsibilities by Component for target parent participation rates. District will gather data regarding PIP implementation throughout the year. District will gather, compile, and share data with WestEd as specified in EXHIBIT 5, Data Sharing Agreement between WestEd and District.
- X. **Implementation, Enrollment, and Parent/Family Participation Reporting:** To ensure program fidelity, District will submit implementation, child enrollment, and parent/family participation. See EXHIBIT 1, Section 3, Parent Involvement Project: District Reporting Requirements for detailed guidance.
- XI. **Budget Expense Reporting:** District will submit mid-year and year-end budget expense reports to accompany Q2 and Q4 invoices. See EXHIBIT 1, Section 3, Parent Involvement Project: District Reporting Requirements for detailed guidance.
- XII. **Acknowledgements:** Please acknowledge WestEd and the Silicon Valley Community Foundation's support in all PIP-related materials (e.g. presentations, event flyers, etc.). WestEd suggests use of the PIP logo and the following wording: "This project has been made possible in part by a grant from an advised fund of the Silicon Valley Community Foundation."

Figure 1. PIP District and Parent/Family Responsibilities by Component for Half-Day/Part-Day Preschool Classes

CLASSROOM PARTICIPATION	
<i>Target Participation: 80% - 100% of parents complete classroom participation requirements</i>	
<p style="text-align: center;"><i>DISTRICT RESPONSIBILITY</i></p> <ul style="list-style-type: none"> ▪ Ensure that parents participate in the classroom in one (1) class session¹ each month throughout the school year for 9 months ▪ Incorporate use of classroom participation cards developed collaboratively with WestEd ▪ Provide information on district requirements for classroom volunteers ▪ Support scheduling and provide follow up with families as needed 	<p style="text-align: center;"><i>PARENT/FAMILY RESPONSIBILITY</i></p> <ul style="list-style-type: none"> ▪ Engage in meaningful, skill-enhancing activities under a teacher’s supervision during classroom participation ▪ Submit documentation to the program regarding fulfillment of district requirements to volunteer in classrooms ▪ Participate as a parent-teacher in one (1) class session each month throughout the school year for 9 months
PARENT EDUCATION WORKSHOPS	
<i>Target Participation: 80% - 100% of families participate in required workshops</i>	
<p style="text-align: center;"><i>DISTRICT RESPONSIBILITY</i></p> <p>Provide eight (8) interactive one-hour workshops throughout the year:</p> <ul style="list-style-type: none"> ▪ Two (2) workshops focus on PIP: A parent orientation to the program and a year-end wrap-up ▪ Five (5) workshops that focus on each of the following different areas of child development: <ul style="list-style-type: none"> ○ Cognitive (including math and science) ○ Social-emotional ○ Language and literacy ○ Physical and health ○ <i>Note: One workshop can be on school-readiness if it addresses the child</i> 	<p style="text-align: center;"><i>PARENT/FAMILY RESPONSIBILITY</i></p> <p>Participate in seven (7) workshops throughout the school year:</p> <ul style="list-style-type: none"> ▪ Two (2) required workshops include the PIP orientation and the PIP year-end wrap-up ▪ Five (5) required workshops that focus on each of the different areas of child development ▪ One (1) workshop that focuses on the needs of the community is optional

¹ Class sessions refers to a 3-hour half-day session.

<p>development domains</p> <ul style="list-style-type: none"> ▪ One (1) workshop focuses on needs of the parent community (e.g., Parent Café) 	
<p>HOME VISITS</p> <p><i>Target Participation: All families receive all home visits for which they are eligible. Date of enrollment determines the number home visits for which each family is eligible</i></p>	
<p style="text-align: center;"><i>DISTRICT RESPONSIBILITY</i></p> <p>Provide five (5) home visits with each family throughout the school year to support parents as they engage in supporting their children’s learning</p> <ul style="list-style-type: none"> ▪ Incorporate use of home visit cards developed collaboratively with WestEd ▪ Foster positive, reciprocal relationships between families and the preschool program 	<p style="text-align: center;"><i>PARENT/FAMILY RESPONSIBILITY</i></p> <p>Participate in five (5) home visits throughout the school year</p> <ul style="list-style-type: none"> ▪ Engage in meaningful, skill-enhancing parent-child interactions with the support of the home visitor ▪ Participate in scheduled home visits, and reschedule if the need to cancel presents itself
<p>ENRICHMENT</p> <p><i>Target Participation: 80% - 100% of parents participate in each field trip</i></p>	
<p style="text-align: center;"><i>DISTRICT RESPONSIBILITY</i></p> <ul style="list-style-type: none"> ▪ Provide eight (8) field trips/school site presentations during the school year and resources regarding summer activities ▪ Plan enrichment activities that complement classroom learning and enable parents and children to share learning experiences outside of the typical classroom activities ▪ Leverage local community resources and offerings to increase the likelihood of families availing themselves of the enrichment activities on their own ▪ Provide families with reflective prompts for use before, during, and after field trips and school site presentations to support dialogue and extend the learning ▪ Foster children’s continued learning during the summer by providing a list of activities offered in the community as well as suggestions for hands-on activities for families to do at home 	<p style="text-align: center;"><i>PARENT/FAMILY RESPONSIBILITY</i></p> <p>Participate in as many of the eight (8) enrichment activities throughout the school year as schedule permits (e.g., work, childcare for siblings, etc.)</p>

In addition to services provided to part-day (half-day) preschool classrooms, district will offer the following services to 2 full-day classes:

- Classroom Participation: Provide book bag on a weekly basis to support families in reading with their child on a daily basis
- Parent Education: Provide five (5) workshops that focus on child development domains
- Home Visits: Partner with Watch Me Grow to provide two (2) home visits per family
- Enrichment: Offer two (2) activities throughout the school year

Families enrolled in full-day classrooms are strongly encouraged to participate in the services as listed above.

Figure 2. Responsibilities to Include in a PIP Parent/Family Agreement for Half-Day Classes

PIP Parent/Family Agreement	
<p>The four essential, linked, and integrated components of the Parent Involvement Project (PIP) aim to engage families as active contributors and collaborators in their children’s early learning across school and home settings: Classroom Participation, Parent Education Workshops, Home Visits, and Enrichment. Parents* agree to:</p>	
<ol style="list-style-type: none">1. Participate in the classroom for one (1) preschool session each month of the school year. Parents have a unique opportunity to learn the skills that they need to be successful in their dual role as parent and teacher and foster home-school collaboration through participating in their child’s classroom. <i>Prior to participating in the classroom, parents agree to fulfill district requirements to volunteer in the classroom.</i>2. Attend seven (7) parent education workshops throughout the school year. Parents are encouraged to attend all eight (8) workshops offered by the district. However, the required workshops include the PIP orientation, the PIP “wrap-up” workshop, and five (5) child development workshops.3. Participate in five (5) home visits throughout the school year. Home Visitors strive to make the home visits enjoyable learning opportunities for families and their children. The home visit is the component that most closely links home and school.4. Participate in as many of eight (8) enrichment activities as schedule permits. Field trips and school site presentations provide an opportunity for sharing and bonding and are designed to be new and exciting for children and parents.5. Practice at home what they learn from their experience of PIP components. Participating in PIP is much more meaningful when parents make an effort to apply what they have learned at home. When parents implement key strategies learned through participation in the PIP components, they support children’s learning and development (e.g., asking open-ended questions, engaging in collaborative problem solving).	
Parent Name – Printed: _____	
Parent Signature: _____ Date: _____	
Child Name – Printed: _____	
<p>*A parent, or other primary caregiver such as a grandparent, aunt, or uncle, can participate with prior approval from District PIP Staff.</p>	

EXHIBIT 1, Section 2
Parent Involvement Project Staff: Key Responsibilities
2019-2020 Contract Year

The Parent Involvement Project (PIP) relies on successful oversight and implementation at the district level by PIP staff, which is composed of a PIP Supervisor, PIP Facilitator(s), and PIP Home Visitor(s).

PIP Supervisor¹

Each district identifies a district administrator to oversee PIP as part of their duties. In all current PIP districts, the primary role of each district's PIP Supervisor is project oversight for all district preschool services. The PIP Supervisor provides oversight of all aspects of PIP, including the PIP budget and supervision of PIP staff. The Supervisor also ensures that all PIP components are implemented with fidelity to program goals and manage and assist in the reporting processes.

Key Responsibilities:

- Collaborate with the WestEd Staff (PIP Director and Program Associates) to ensure PIP components (parent education workshops, classroom participation, home visits, and enrichment activities) are of high quality and in service of family engagement
- Implement reflective practice with and reflective supervision of PIP Facilitator-Manager, PIP Facilitator(s), and PIP Home Visitor(s) with support of the WestEd PIP Director and Program Associates
- Foster respectful, collaborative relationships among staff
- Meet regularly with PIP WestEd Staff regarding PIP implementation
- Engage in sound business practices

PIP Facilitator

The PIP Facilitator coordinates the daily implementation of PIP and works collaboratively with the PIP Supervisor to ensure that PIP components are implemented with fidelity to project goals.

Key Responsibilities:

- Plan PIP activities and services for the four components in collaboration with the PIP Supervisor, PIP Facilitator-Manager, and the Home Visitor(s), taking the lead on parent education workshops, enrichment, and classroom participation
- Communicate with parents (in groups and individually) about their importance and support them in the successful fulfillment of their PIP responsibilities
- Meet regularly with PIP teachers to enhance parent classroom participation and solve problems collaboratively with respect to the needs of individual families
- Build collaborative relationships with parents, teachers, and other PIP staff
- Facilitate communication among parents, teachers, and administrators
- Build relationships with community organizations in service of PIP families

¹ The PIP contract award provides funding for the PIP Facilitator(s) and PIP Home Visitor(s), not the PIP Supervisor.

- Connect families to community resources when necessary
- Keep records of parent participation in PIP components and contribute to reporting processes
- Meet regularly with PIP WestEd Staff regarding PIP implementation
- Participate in professional development opportunities, in particular those related to PIP implementation and program quality
- Provide language translation as needed with respect to parent education workshops, parent-teacher meetings, and other PIP-related activities and communication

Note: While it is anticipated that PIP Facilitator(s) will visit the preschool classrooms to support PIP implementation (e.g. to facilitate coordination between the preschool teachers and services provided by PIP, to support parent classroom participation, etc.), they should not be serving as substitutes for preschool classroom staff (e.g. lead teacher or assistant teacher).

PIP Home Visitor

The Home Visitor plans and carries out high-quality home visits that engage PIP families in their children's early learning experiences, building upon content and strategies provided in other PIP components and in the preschool classroom.

Key Responsibilities:

- Coordinate, schedule, and provide five (5) home visits over the course of the school year based on relationship-building, knowledge of child development, parenting practices to support child learning and development, and strengthening the home-school connection
- Build collaborative relationships with parents, teachers, and other PIP staff
- Consult with classroom teachers with respect to individual families' needs on a regular basis
- Build relationships with community organizations in service of PIP families and connect families to community resources when necessary
- Support responsive parent-child interactions in the context of the home visit by modeling and facilitating developmentally-appropriate, evidence-based practices (e.g., demonstrating with explanation, acknowledging when parents successfully support their children's learning)
- Guide parents in connecting their learning in parent education workshops, classroom participation, and enrichment activities to children's learning at home
- Collaborate with parents to identify daily activities that can serve as learning opportunities for their children
- Provide information to parents about community resources related to health services, housing, employment, and continuing education (e.g., English as a second language classes, technology skills, higher education)
- Provide language translation as needed for PIP-related activities, especially as related to home visits
- Keep records of family participation in home visits and contribute to reporting processes
- Meet regularly with PIP WestEd Staff regarding PIP implementation
- Participate in professional development opportunities, in particular those related to PIP

implementation and program quality

Note: While it is anticipated that PIP Home Visitor(s) will visit the preschool classrooms to support PIP implementation (e.g. to facilitate coordination between the preschool teachers and services provided by PIP, to support parent classroom participation, etc.), they should not be serving as substitutes for preschool classroom staff (e.g. lead teacher or assistant teacher).

**EXHIBIT 1, Section 3
Parent Involvement Project: District Reporting Requirements¹
2019-2020 Contract Year**

This document provides information on required PIP reports that the District will submit to WestEd. Figure 1 lists the reports, key information, and due dates. WestEd will provide report forms one month in advance of each due date.

Figure 1. PIP Reports, Key Information and Due Dates

Report Type & Key Information	Frequency & Due Date
<p>I. Implementation Plan District will complete a report on the implementation of each PIP component:</p> <ul style="list-style-type: none"> ▪ Implementation Overview Form ▪ Parent Education Implementation Form ▪ Home Visit Implementation Form ▪ Enrichment Implementation Form ▪ Classroom Participation Form ▪ Community Partners Form ▪ Copies of schedules shared with parents for PIP activities (e.g. parent education schedule) <p><i>Any changes to the implementation plan (e.g. to topic of child development workshop, type of enrichment activity) will be communicated immediately to WestEd.</i></p>	<p>1 Time Per Year September 27, 2019</p>
<p>II. Parent/Family Participation & Child Enrollment Three times a year District will submit a report, which includes a description of implementation, child enrollment, and parent participation/attendance:</p> <ul style="list-style-type: none"> ▪ Child Class Enrollment Form ▪ Parent/Family Participation Form ▪ Implementation Update Form (challenges, successes, and summaries of parent feedback on PIP services) ▪ <i>For June only: Submit copies of completed year-end parent satisfaction surveys (scanned copies preferred)</i> <p>WestEd will provide further guidance on gathering parent feedback during PIP activities during the contract year.</p>	<p>3 Times Per Year November 15, 2019 February 13th, 2020 June 19th, 2020</p>

¹ Note: If a due date listed in this document falls on a Saturday, Sunday, or holiday, districts should plan to submit the required report or information on the immediately preceding work day.

III. Budget Expense Report

District will submit a mid-year and year-end budget expense report in to accompany Q2 and Q4 invoices:

2 Times Per Year

Jan 31, 2020

July 31, 2020

- Budget Expenses Form
-

PARENT INVOLVEMENT PROJECT - SSFUSD DISTRICT BUDGET 2019-2020

DISTRICT:

BUDGET CONTRACT YEAR:

DISTRICT INDIRECT RATE:

TOTAL BUDGET: \$149,000.00

BUDGET CATEGORY (Column A)	PIP BUDGET	NOTES
I. STAFFING	<i>Enter dollar amount</i>	<i>Enter description</i>
A. PIP Facilitator: Early Learning Center Coach	\$61,573.50	0.75 FTE based on email from J. Chan, Business Services
B. PIP Home Visitor: School Community Liason	\$65,612.00	1.0 FTE, based on email from J. Chan, Business Services
C. Summer Immunization Support - Salaries and Burdens:	\$0.00	
D. Extra Duty Staffing - Salaries and Burdens:	\$1,500.00	
E. Account Clerk - Salaries and Burdens	\$0.00	
F. OTHER	\$0.00	
<i>SUB TOTAL I</i>	<i>\$128,685.50</i>	
II. MATERIALS, SUPPLIES, TECHNOLOGY, & BOOKS		
A. Instructional Materials (for parents and children)	\$946.00	
B. Office Supplies (for PIP Staff and services)	\$525.00	
C. Technology (for PIP Staff)		
D: OTHER:		
<i>SUB TOTAL II</i>	<i>\$1,471.00</i>	
III. PARENT EDUCATION, ENRICHMENT & HOME VISITS		
A. Parent Education Workshop Presenters	\$657.49	Number of workshop presenters to be determined in consultation with WestEd
B. Enrichment: Field Trip Admission Fees	\$5,695.12	Number of field trips this year will be a minimum of 2 bus field trips
C. Enrichment: Bus Transportation	\$4,800.00	Number of field trips this year will be a minimum of 2 bus field trips
D. Enrichment - Presenters for Onsite Presentations	\$1,000.00	Number of onsite enrichment presentations to be determined by funding
E. Mileage Reimbursement (for PIP Staff)	\$500.00	
F. Cell Phone, Mi-Fi Charges (for PIP Staff)	\$200.00	
G. Photocopying (for PIP services)	\$150.00	
H. Other		
<i>SUB TOTAL III</i>	<i>\$13,002.61</i>	
<i>SUBTOTAL DIRECT COSTS (I, II, & III)</i>	<i>\$143,159.11</i>	
<i>District Indirect</i>	<i>\$5,840.89</i>	
<i>TOTAL DIRECT & INDIRECT COSTS</i>	<i>\$149,000.00</i>	

BUDGET EXPLANATION
Parent Involvement Project
South San Francisco Unified School District
2019-2020

I. STAFFING

As with every year, salaries and benefits have been allocated for the PIP Facilitator and Home Visitor. Like last year, this year .75 FTE of the facilitator's cost will be funded by WestEd and .25 FTE will be funded by the district, since in the coming year the facilitator will continue to provide support to the full-day classrooms. The budget will also pay for PIP staff attending parent education workshops throughout the year. Additionally, the PIP budget will also pay for non-PIP staff such as: teachers and para-professionals needed to cover classrooms on field trip days.

II. MATERIALS, SUPPLIES, TECHNOLOGY, AND BOOKS

Instructional supplies such as books, materials and other manipulatives shall be purchased to support student and parent learning throughout the year. Also office supplies shall be purchased as needed for PIP staff and events.

III. PARENT EDUCATION, ENRICHMENT & HOME VISITS

SSFUSD PIP has planned and budgeted to provide parent education workshops which are of interest and address the needs of both part day and full-day parents in efforts to support their child's learning and development, in line with PIP program requirements.

Enrichment/Field Trips (Consultants/Other Personnel or Outside Services)

Every year field trips are planned for the benefit of the students and families in line with PIP program requirements. The project pays for school buses, admission for children, staff and parents. Enrichment activities are also provided throughout the year to enhance classroom learning experiences and to build students' knowledge of the world.

Mileage Reimbursement (Travel)

Mileage reimbursement has been allocated for home visits for the home visitor. Reimbursement is prorated monthly based on average monthly mileage.

Cell Phone Reimbursement (Telephone)

Cell phone reimbursement is allocated to the home visitor for using her own cellphone to check in with parents and the preschool site during visits. District reimburses home visitor upon reimbursement request.

INDIRECT COST

THE DISTRICT'S INDIRECT COST RATE (OVERHEAD RATE) IS NEGOTIATED WITH THE CALIFORNIA DEPARTMENT OF EDUCATION AND CAN BE FOUND AT: <https://www.cde.ca.gov/fq/ac/ic/> As per the California Department of Education the Indirect Cost Rate for the 2019-2020 program year will be 4.08%.

DISTRICT IN-KIND CONTRIBUTIONS

Likewise last year the South San Francisco Unified School District will fund .25% FTE of the facilitator's salary from fund 12, since the facilitator will provide support to the full-day classrooms.

Invoice #000000

Billing Date: mm/dd/yyyy

WestEd
Attention: <Name of Project Director>
Address
City, State, ZIP Code

From: <enter Subcontractor name>
Address
City, State, ZIP Code

Project Name: enter project name
Subcontract Number: s00-00000

Total Subcontract \$ -

Subcontract Number: <enter subcontract no. 00-0000>
Period of Performance: <enter start date - end date>

Billing Period: <enter start month-date-year - end month-date-year>

	Budget	Current Expenses	Cumulative Expenses	Balance
Salaries	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Consultants/Other Personnel/ Participant Support	\$ -	\$ -	\$ -	\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Supplies/Materials	\$ -	\$ -	\$ -	\$ -
Postage/Telephone	\$ -	\$ -	\$ -	\$ -
Printing/Graphics	\$ -	\$ -	\$ -	\$ -
Information Services	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -
Program Support	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -

Total Amount Due

\$ -

I certify that the above expenses have been reviewed and could be traced back to <name of subcontractor> accounting records

Authorized Certifying Official

Remittance should be made payable to:

<name of subcontractor> at the address above

August 15, 2019 For billing questions, please call <enter contact name and phone number>

Subcontractor represents that, under the Small Business Administration Regulation and other related laws and regulations, it is a (check all that are applicable):

- Small Business
- Large Business
- Non-Profit
- Other (please explain): _____

And operated as (*please check as many as applicable; if not applicable, indicate "N/A" in other*):

- Minority-Owned
- Woman-Owned
- Veteran-Owned
- Service-Disabled Veteran-Owned Business
- HUBZone Business
- Other (please explain): _____

Additional Contractual Requirements

The following provisions are flowed down from the Prime Agreement between Silicon Valley Community Foundation, and WestEd, (the "Agreement"), Grant #: 2019-200746. When necessary to make the context of these clauses applicable to the Subcontract, the term "Grant" or "Grant Agreement" shall mean "Subcontract" and "Grantee" shall mean "Subcontractor" as appropriate. Subcontractor agrees to comply with all terms and conditions of the Agreement, as applicable, including but not limited to the following:

- Individuals connected with this grant recommendation will receive no benefits, goods or services in exchange for this grant.
- We request that neither the fund advisor's name nor the fund name be used in any public recognition. Please acknowledge Silicon Valley Community Foundation's support of the Parent Involvement Project in publications such as newsletters, program activity announcements and in all media coverage. We suggest you use the following wording: "This project has been made possible in part by a grant from an advised fund of Silicon Valley Community Foundation."

Data Sharing Agreement
by and between
WestEd and South San Francisco Unified School District

This Data Sharing Agreement (“DSA”) sets forth the agreement between WestEd and the South San Francisco Unified School District (“District”) for the sharing, use, and protection of data related to the Parent Involvement Project (“PIP”). At times herein, WestEd and District are collectively referred to as “the Parties.”

This DSA is a Non Financial agreement.

1. Purpose and Program Activities

As part of the work of WestEd’s Parent Involvement Project, a multi-faceted parent education program offered to school districts addressing the needs of underserved children and families, WestEd plans to investigate the impact of PIP on participating families to deepen an understanding of how PIP is implemented (the “Project”). The evaluation component of the Project may include a longitudinal analysis in the future. In the 2019-2020 school year, the investigators will gather and analyze data regarding students who have received PIP services (intervention group) in relation to a comparison group.

WestEd plans to gather input from parents via PIP parent surveys and verbal responses to prompts during PIP activities, interviews, and/or focus groups. WestEd and District will collaborate to collect parent feedback regarding PIP’s four components: Classroom participation, parent education workshops, home visits, and enrichment activities. WestEd also plans to gather input from teachers, staff, and/or administrators regarding PIP services via surveys, focus groups, and/or interviews.

In order to evaluate PIP’s impact and effectiveness, the Parties wish to share data collected in connection with activities under one or more agreements the Parties may execute, including a subcontract with an effective date of July 1, 2019 (hereinafter, “Subcontract”). District has determined that WestEd has a legitimate need to access certain education records in connection with the Project, and the Parties wish to adequately protect those education records and other student data and comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

WestEd has requested and, in future years, may submit subsequent requests for data in a written form delivered to District’s designated contact. District has designated WestEd as its authorized representative for purposes of the Project, in order to improve instruction and, for all covered data received under such requests, agrees to abide by the obligations and controls set forth by District in this DSA. The parties agree that WestEd will perform research and conduct studies on behalf of PIP for the purpose of the improvement of PIP pursuant to the “studies exception” of FERPA (at 34 C.F.R. § 99.31(a)(6)).

The Project will include the following categories of information:

- Parent perceptions of PIP services (e.g. surveys, focus groups, interviews)
- Parent level of participation in activities for each PIP component and student preschool attendance
- Teacher, staff, and/or administrator perceptions of PIP (e.g. surveys, focus groups, interviews)

- Measures of student learning and development (e.g. direct assessments, report card data, teacher report and parent report of student progress, achievement test scores, and school attendance)
- Desired Results Development Profile (DRDP) assessment data for the District
- Demographic data, including age, race/ethnicity, home language, family structure, family income, education level, and household composition

The Parties also wish to adequately protect student, parent, teacher, and/or Partner staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Definitions

- A. "Parent," as used in this DSA, shall mean and refer to an adult who participates in PIP components.
- B. "Data," as used in this DSA, shall mean and refer to data, including the categories of information listed above, parent survey feedback; teacher, staff, and administrator feedback; measures of student learning and development including the DRDP assessment data as de-identified child/student-level but reports in the aggregate; parent level of participation in PIP activities and student preschool attendance, that are collected as part of the Project.
- C. "Personally Identifiable Information" or "PII," as used in this DSA, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student or parent that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify a student or student's parent with reasonable certainty.
- D. "De-identified Data," as used in this DSA shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty.
- E. "Non-Financial" as used in this DSA, Non-Financial shall mean agreements that are typically non-monetary by nature, but occasionally involve the provision or exchange of something of value (eg. Stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.
- F. "Educational Records," as used in this DSA are official records, files and data directly related to a student and maintained by the education agency or institution, or by party acting for the agency or institution (e.g. including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.)

3. Term and Termination

- A. This DSA is effective as of the last date that this DSA is fully executed by either WestEd or the District and will expire upon the completion of the Project, including all extensions of funding. While there is no current fixed end date of the Project, the Parties expect for the Project to continue for at least ten (10) years.
- B. District may, in the event of a breach of the data handling, storage, sharing, or confidentiality provisions by WestEd, immediately terminate this DSA by delivering a written notice of

termination to WestEd.

- C. The termination or expiration of this DSA shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 4 and 5 herein. Such rights and obligations shall survive the term of this DSA.

4. Data Handling, Storage, and Sharing

- A. WestEd will store all Data in a password-protected and encrypted cloud-based content management system. All computers and transmission methods used to upload or transfer Data will be encrypted. WestEd will store the Data in accordance with a data security plan.
- B. Authorized WestEd staff will be able to access the Data from computers, tablets, and phones, all of which will be password-protected.
- C. De-identified data will be compiled into aggregate-level reports and shared with the District and with PIP's funder, an advised fund of the Silicon Valley Community Foundation and the District.
- D. Reports containing aggregate-level data and results may be presented to the members of professional associations and may be published in professional association publications.
- E. Educational Records shared by District, if any, are and shall continue to be District's property.
- F. DRDP assessment data shared pursuant to this DSA shall be used for the purposes of PIP only.

5. Confidentiality

- A. WestEd agrees to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).
 - a. FERPA Exception – WestEd is authorized to receive this data under the following FERPA exception:
 - i. * Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction
- B. WestEd will limit internal access to PII to individuals working on PIP with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e. on a need-to-know basis).
- C. WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Project. PII will only be used for the purposes of the Project.
- D. PII will be destroyed upon the earliest of: (1) the PII is no longer needed for Project purposes, (2) ten (10) days from WestEd's receipt of a written notice of termination pursuant to Section 3.B herein above and demand for destruction or instructions for return of the PII, or (3) 60 days of the expiration of this DSA pursuant to section 3.B hereinabove.
- E. De-identified Data may be retained by WestEd after the completion of PIP, and may be further used, shared, released or disclosed by WestEd without consent, to the extent permitted under FERPA.

- F. In any published reports or other publications created by WestEd with the use of Data, WestEd will not include information that could lead to the identification of an individual whose information is included in the Data.

6. WestEd's Responsibilities

- A. WestEd will collaborate with District to collect parent, teacher, staff and and/or administrator feedback regarding PIP's four components: classroom participation, parent education workshops, home visits, and enrichment activities.
- B. WestEd will complete analysis of feedback collected from parents, teachers, staff, and/or administrators and existing documentation of student learning and development; compile the results; and share the findings, on an aggregate level, with the District and PIP's funder, an advised fund of the Silicon Valley Community Foundation.
- C. WestEd will collaborate with District Staff in order for WestEd to receive student Educational Records (e.g. DRDP results, report card data), parent, teacher, staff, and/or administrator feedback, and other Data. WestEd will also collect Data through surveys, interviews and/or focus groups with parents, teachers, staff, and/or administrators.
- D. WestEd will work with District to use findings to inform enhancement of PIP, including increasing PIP's visibility in the early childhood education field through professional presentations and publications.
- E. WestEd shall designate a liaison to facilitate communications between WestEd and District for coordinating the activities necessary to carry out this DSA. WestEd's contact persons for the Project are:

Kerry Kriener-Althen, Evaluation Director
kkriene@wested.org
415.289.2338

G. Sam Ruiz, Research Associate
gruiz@wested.org
415.289.2349

Ann-Marie Wiese, PIP Project Director
awiese@wested.org
415.615.3186

Center for Child & Family Studies
WestEd
180 Harbor Drive, Suite 112
Sausalito, CA 94965

7. District's Responsibilities

- A. District will collaborate with WestEd to collect data regarding PIP's four components: classroom participation, parent education workshops, home visits, and enrichment activities. Activities may include collecting parent participation data, facilitation of surveys, interviews, and focus groups, with parents, teachers, staff, and/or administrators.
- B. District staff assigned to work on PIP will provide data collected in collaboration with WestEd during the school year (via surveys, focus groups, interviews, and/or prompts during PIP activities). The data will be provided with PII attached.
- C. District staff assigned to work on PIP will collaborate with WestEd to provide student Educational Records (e.g. DRDP results, report card data), parent, teacher, staff and/or

administrator feedback, and other Data. Student Educational Records will be provided with PII attached.

- D. District shall submit a request to the state for DRDP assessment data for the current year, and upon request, historical DRDP data for past years, following CDE's designated process and, at District's election and as permitted by any applicable CDE requirements, either re-disclose those data to WestEd as evaluator of PIP, or permit WestEd's PIP staff to receive the requested DRDP assessment data on District's behalf.
- E. District staff assigned to work on PIP will collaborate with WestEd to carry out the activities of the evaluation component, including but not limited to pre- and post- parent surveys at District preschool sites, both those receiving PIP services and those not receiving PIP services.
- F. District staff assigned to PIP will work with WestEd to use findings to inform enhancement of PIP, including increasing PIP's visibility in the early childhood education field through professional presentations and publications.
- G. District shall designate a liaison to facilitate communications between District and WestEd for coordinating the activities necessary to carry out this DSA. District's contact person for this project is:

Eric Claybon, Child Development Director
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
eclaybon@ssfusd.org

8. General Provisions

- A. Amendments. This DSA may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this DSA without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Severability. The provisions of this DSA are severable and the unenforceability of any provision of this DSA shall not affect the enforceability of any other provisions hereof.
- D. Limitation of liability. Each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this DSA. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties.
- E. Dispute resolution. The Parties shall exercise their best efforts to settle any claim, controversy, or dispute (collectively "Disputes") concerning questions of fact or law arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. At such meeting (the "Negotiations"), a representative of each Party who has authority to resolve the Dispute shall be in attendance. No suit, arbitration, or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through such good faith Negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration

shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. No Party shall file an arbitration demand or complaint until the Parties have engaged in good faith Negotiations and such Negotiations have ended in an impasse. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

- F. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.
- G. Notices. All notices permitted or required under this DSA shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to each Party's respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above, and, if to WestEd, also be delivered to:

Virgilio Tinio
WestEd
730 Harrison Street
San Francisco, CA 94107
contracts@wested.org

- H. Execution. Each of the persons signing this DSA represents that he or she has the authority to sign on behalf of and bind their respective party.
- I. Order of Precedence. In the event of a conflict between this DSA and a Subcontract between the Parties, the terms of the Subcontract will control except as to: (1) the confidentiality of the Data; (2) compliance with state, local, or federal law, including FERPA; and (3) the Parties' respective obligations regarding PII. Nothing in this DSA is meant to modify other rights or obligations, including but not limited to, the PIP scope of work or payment obligations set forth by the Subcontract or other agreement.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have, by their respective duly authorized representative, executed this DSA as of the day and year first written above.

WestEd

South San Francisco Unified School District

By: _____
Name: _____
Title: _____
Date: _____

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

Sabrina Yacoub, Director of Special Education, Pupil Services

DATE: August 15, 2019

RE: Approval of 360 Degree Therapy Contract for Special Education Staffing
in 2019-20

BACKGROUND:

The Department of Special Education is struggling to find qualified candidates to fill our open positions. We are contracting with non-public agency (NPA) 360 Degree Therapy to fill open positions. They will be supplying us with four special education teachers and possibly a bilingual school psychologist.

FISCAL IMPLICATIONS:

The cost of each teacher is at a rate of \$91 per hour, while school psychologists are at \$125 per hour. We expect this to total to about \$731,240 for the 2019-20 school year.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the new contract with 360 Degree Therapy to fill Special Education positions for the 2019-20 school year.

PROFESSIONAL SERVICES AGREEMENT

2019-2020

This Agreement is entered into between 360 Degree Customer Inc. (CONTRACTOR) and South San Francisco Unified School District (District). DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be August 1, 2019 or the day immediately following approval by the Board of Education to June 30, 2020.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight Hundred Thousand Dollars (\$800,000) per fiscal year, at an hourly billing rate not to exceed \$95 and \$125 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

CONTRACTOR:

Name: _____
Site /Dept.: _____
Address: _____
Phone: _____
Email: _____

Name: _____
Title: .: _____
Address: _____
Phone: _____
Email: _____

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of DISTRICT.

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

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

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

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

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

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

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

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

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of

change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to DISTRICT's attention in writing.

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

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONTRACTOR

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT "A" SCOPE OF WORK

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

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) DISTRICT is purchasing and what *this* contractor will do.

a) Special Day Class Teachers

CONTRACTOR will provide the following Consultants who shall provide services consistent with the duties and responsibilities of a Special Day Class (SDC):

1. Branson Cowan
2. Brenda Samowski
3. Mark Squire
4. Yesenia Villegas

Work Schedule: SDC Consultants shall work 5 days (40 billable hours) per week during the regular school year when students are in attendance and shall be paid only for hours worked. Student(s) must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the DISTRICT, in writing, in advance of the delivery of any such service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

Hourly rate: SDC Consultants shall be paid \$91/hr.

Job Assignment – Assignments shall be at the discretion of the DISTRICT.

Duties – Duties shall include, but are not limited to teaching; lesson planning; preparing, assessing and recording student assessment; drafting, monitoring and updating Individualized Education Plans (IEPs); attending meetings related to student progress, discipline hearings, and parent/teacher conferences as needed; proctoring standardized tests.

b) School Psychologist

CONTRACTOR will provide the following Consultant who shall provide services consistent with the duties and responsibilities of a Bilingual (Spanish) School Psychologist:

1. Jaime Wong

Work Schedule: School Psychologist Consultant shall work 5 days (40 billable hours) per week during the regular school year when students are in attendance and shall be paid only for hours worked. Student(s) must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the DISTRICT, in writing, in advance of the delivery of any such service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

Hourly rate: SDC Consultant shall be paid \$125/hr.

Job Assignment – Assignments shall be at the discretion of the DISTRICT.

Duties – Duties shall include, but are not limited to providing counseling; reviewing and providing input on IEPs and other students records; attending meetings related to student progress, discipline hearings, and parent/teacher conferences as needed.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 15, 2019

RE: Approval of Renaissance Learning Program Renewal for the 2019-20 school year.

BACKGROUND:

SSFUSD has utilized the services of Renaissance Learning, Inc. in order to offer students online instructional support with reading and math. Our elementary sites provide this support to students in order to build their academic skills. Principals have expressed the need to continue with this program. Teachers have successfully utilized this program for over ten years as an instructional resource for our students. The focus on math and reading contribute to our goal of giving our students opportunities to enhance thought content exposure that is both engaging and standards driven. Renewing the contract with Renaissance Learning Inc. will ensure the continuity of instructional support for our students.

FISCAL IMPLICATIONS:

Renaissance Learning Inc. will provide SSFUSD with online access to accelerated math, reading, STAR Reading, STAR Math, and Math Facts in a Flash. The subscription will be activated for the 2019/2020 school with an expiration date of September 30, 2020. The cost for this service is \$59,031.93.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the use of \$59,031.93 to provide online instructional support in the areas of reading and math with the Renaissance Learning Inc. program for the 2019-20 school year.

July 16, 2019

Dear Educator:

Earlier this month, we sent you a renewal reminder that may have had inaccurate information on the renewal details page. The letter's cover page and summary page (i.e., the amount due) were correct, but the details page may have shown a calculation error. We implemented an enhanced renewal quote process that may have doubled the "capacity" and "total" amounts on the detail portion of the invoice. We overlooked this during production user testing, but we have since corrected the issue.

Enclosed you will find a corrected Renaissance® renewal reminder. We apologize for the error and any confusion it caused. Above all, we want to make sure you have accurate information on all of your renewal documents.

Thank you for being understanding about this technical issue and for being a Renaissance customer. We hope these corrected documents clear up any confusion about your renewal amount. If you have any additional questions about your renewal, please contact your account representative.

Sincerely,

A handwritten signature in black ink that reads "Nicole M. Armstrong". The signature is written in a cursive style with a large, circular flourish at the end.

Nicole Armstrong | Senior Vice President of Customer Success



July 17, 2019

South San Francisco Unified School Dist

ATTN: Mr. Michael Krause
398 B St
South San Francisco, CA 94080-4423

Thank you for being a valued Renaissance customer! We appreciate your business, and we're happy to partner with you as we work together to improve outcomes for students at every level.

Dear Michael:

A reminder that your Renaissance® subscription will expire in 90 days

- | | |
|---------------------------------------|---|
| Renaissance Accelerated Math | Renaissance MathFacts in a Flash |
| Renaissance Accelerated Reader | Renaissance Star Math |
| Renaissance English in a Flash | Renaissance Star Reading |

Renaissance continues to advance our commitment to you, bridging personalized reading and math practice with valid, reliable interim and formative assessment. We've also enhanced our literacy product line and expanded partnerships to simplify lesson planning with seamless access to instructional resources.

For example, Renaissance recently:

- Acquired myON®, a leading provider of digital literacy solutions, adding access to more than 13,000 enhanced digital books to our proven-effective assessment-driven reading practice
- Announced a partnership with Knovation, a best-in-class curator of K–12 open educational resources (OERs), providing more than 100,000 high-quality OERs from trusted publishers
- Paved the path from assessment to core curriculum resources and flexible student grouping, thanks to an exclusive strategic partnership with Houghton Mifflin Harcourt

Remember, Renaissance provides the nation's only state-specific learning progressions, empowering educators with insights that open doors to greater access, equity, and growth at every level.

Renaissance is the nation's only EdTech leader providing state-specific data that enables you to predict performance on your state summative tests and college entrance exams—in time to make a difference.

(Continued)

Keep in mind that reactivating a lapsed subscription requires full payment for the lapsed period. More importantly, remember that outcomes will improve with your ongoing implementation.

Don't let your subscription(s) expire. Contact me or call (800) 338-4204.

Let's continue our journey together.

Sincerely,

Dan Schurman
Sr Account Executive
(866)610-7989
Dan.Schurman@renaissance.com

Laurel Sarmento
Sr. Account Executive
(715)424-3636
laurel.sarmiento@renaissance.com

Amy Callahan
Sr. Account Executive
(866)559-7785
amy.callahan@renaissance.com

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2096344*

South San Francisco Unified School Dist - 732384
398 B St
South San Francisco, CA 94080-4423
Contact: Mr. Michael Krause - (650) 877-8835
Email: MKRAUSE@SSFUSD.ORG

Created: 06/02/2019
Reference ID: 0

Quote Summary

School Count: 10	
Renaissance Products & Services Total	\$60,686.05
Applied Discounts	\$(1,654.12)
Sales Tax	\$0.00
Grand Total	USD \$59,031.93

Pricing and discounts are subject to change if alterations are made to this quote.
To receive applicable discounts, all orders included on this quote must be received at the same time.
Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing:

Renaissance Learning, Inc.	South San Francisco Unified School Dist - 732384
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 06/02/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: trj@renaissance.com

August 15, 2019

RENAISSANCE®

Renewal Invoice
Subscription Ends: 9/30/2019

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2096344*

Phone: (877)444-3172

*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2096344*

Renewal Details				
Renaissance Applications				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Accelerated Math Live with 2.0 Student Subscription Renewal	10/01/2019 - 09/30/2020	1,720	\$6.60	\$11,352.00
Accelerated Reader 360 Subscription Renewal	10/01/2019 - 09/30/2020	720	\$9.90	\$7,128.00
Accelerated Reader Subscription Renewal	10/01/2019 - 09/30/2020	2,015	\$7.00	\$14,105.00
EIAF RP Complete Real Time Subscription Renewal	10/01/2019 - 09/30/2020	20	\$29.75	\$595.00
EIAF Service Real Time Subscription Renewal	10/01/2019 - 09/30/2020	300	\$2.70	\$810.00
Math Facts in a Flash Subscription Renewal	10/01/2019 - 09/30/2020	225	\$2.70	\$607.50
Star Math Subscription Renewal	10/01/2019 - 09/30/2020	950	\$4.85	\$4,607.50
Star Reading Subscription Renewal	10/01/2019 - 09/30/2020	2,393	\$4.85	\$11,606.05
Renaissance Applications Subtotal				\$50,811.05
Applied Discounts				\$(1,654.12)
Renaissance Applications Total				USD \$49,156.93
Platform Services				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Annual All Product Renaissance Platform Renewal	10/01/2019 - 09/30/2020	9	\$750.00	\$6,750.00
Platform Services Subtotal				\$6,750.00
Applied Discounts				\$0.00
Platform Services Total				USD \$6,750.00
Data Integration Services				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Custom Data Integration Level 4 (1,501 - 15,000 Subscriptions) - Renewal	10/01/2019 - 09/30/2020	1	\$3,125.00	\$3,125.00
Data Integration Services Subtotal				\$3,125.00
Applied Discounts				\$0.00
Data Integration Services Total				USD \$3,125.00

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2096344*

Renewal Subscription Summary	
Accelerated Math Live with 2.0 Student Subscription Renewal	Quantity
Buri Buri Elementary School - 886655	325
Junipero Serra Elementary School - 279090	240
Martin Elementary School - 279103	410
Monte Verde Elementary School - 279031	340
Westborough Middle School - 279112	405
Accelerated Math Live with 2.0 Student Subscription Renewal Total	1,720
Accelerated Reader Subscription Renewal	Quantity
Junipero Serra Elementary School - 279090	210
Martin Elementary School - 279103	410
Monte Verde Elementary School - 279031	495
Ponderosa Elementary School - 384082	310
Skyline Elementary School - 384083	250
Westborough Middle School - 279112	340
Accelerated Reader Subscription Renewal Total	2,015
Accelerated Reader 360 Subscription Renewal	Quantity
Buri Buri Elementary School - 886655	325
Spruce Elementary School - 279107	260
Sunshine Gardens Elementary School - 279110	135
Accelerated Reader 360 Subscription Renewal Total	720
EIAF Service Real Time Subscription Renewal	Quantity
Junipero Serra Elementary School - 279090	100
Monte Verde Elementary School - 279031	100
Ponderosa Elementary School - 384082	100
EIAF Service Real Time Subscription Renewal Total	300
EIAF RP Complete Real Time Subscription Renewal	Quantity
Spruce Elementary School - 279107	20
EIAF RP Complete Real Time Subscription Renewal Total	20
Math Facts in a Flash Subscription Renewal	Quantity
Monte Verde Elementary School - 279031	125
Ponderosa Elementary School - 384082	100
Math Facts in a Flash Subscription Renewal Total	225

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone:(800) 338-4204 | Fax:(877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2096344*

Star Math Subscription Renewal	Quantity
Buri Buri Elementary School - 886655	330
Junipero Serra Elementary School - 279090	160
Monte Verde Elementary School - 279031	300
Ponderosa Elementary School - 384082	160
Star Math Subscription Renewal Total	950
Star Reading Subscription Renewal	Quantity
Buri Buri Elementary School - 886655	330
Junipero Serra Elementary School - 279090	210
Martin Elementary School - 279103	340
Monte Verde Elementary School - 279031	490
Ponderosa Elementary School - 384082	343
Skyline Elementary School - 384083	300
Spruce Elementary School - 279107	260
Sunshine Gardens Elementary School - 279110	120
Star Reading Subscription Renewal Total	2,393
Custom Data Integration Level 4 (1,501 - 15,000 Subscriptions) - Renewal	Quantity
South San Francisco Unified School Dist - 732384	1
Custom Data Integration Level 4 (1,501 - 15,000 Subscriptions) - Renewal Total	1
Annual All Product Renaissance Platform Renewal	Quantity
Buri Buri Elementary School - 886655	1
Junipero Serra Elementary School - 279090	1
Martin Elementary School - 279103	1
Monte Verde Elementary School - 279031	1
Ponderosa Elementary School - 384082	1
Skyline Elementary School - 384083	1
Spruce Elementary School - 279107	1
Sunshine Gardens Elementary School - 279110	1
Westborough Middle School - 279112	1
Annual All Product Renaissance Platform Renewal Total	9

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Math, Accelerated Reader, Accelerated Reader 360, AccelScan, AccelTest, English in a Flash, MathFacts in a Flash, myON, myON Reader, myON News, Renaissance, Renaissance Flow 360, Renaissance Learning, Renaissance Place, Renaissance-U, Renaissance Smart Start, Star, Star 360, Star Custom, Star Early Literacy, Star Early Literacy Spanish, Star Math, Star Math Spanish, Star Reading, Star Reading Spanish, and Star Spanish, are trademarks of Renaissance Learning, Inc.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 15, 2019

RE: Approval of Infinite Campus License Agreement with SSFUSD for the 2019-20 school year.

BACKGROUND:

Infinite Campus will continue to provide software implementation services, software maintenance, training, product support, technical support services and application hosting. The Infinite Campus contract will provide recurring services beginning 7/1/19 until terminated as agreed in item 6.0.

FISCAL IMPLICATIONS:

Infinite Campus will maintain and provide student information services for SSFUSD for the 19/20 school year. The fiscal impact, \$79,562.00; has been budgeted and will be paid out of the General Fund account. The fiscal amount is based on the current number of SSFUSD students, 8485 and will be reviewed every 12 months for the fiscal impact.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with Infinite Campus in the amount of 79,562.00, for the 2019-20 school year.

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“**Agreement**”) is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 (“**Company**”) and South San Francisco Unified School District, with offices located at 398 B St, South San Francisco, CA 94080 (“**Licensee**”).

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the “Infinite Campus Product”), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the “Infinite Campus Additional Products”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “Infinite Campus Products”;
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the “Infinite Campus Services”);
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation (“Documentation”) identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the Infinite Campus Products and Infinite Campus Services and any associated Documentation (defined as users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the “Initial Term”).
- 1.3 Recurring Annual Fees. Following the Initial Term, for each 12 month period thereafter (the “Subsequent Term”), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the “Recurring Annual Fees”). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

2.0 Ownership and Protection of Infinite Campus Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
 - 2.2.b identify or discover any source code of the Infinite Campus Products;
 - 2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
 - 2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
 - 2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.
- 2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

- 3.1 Payment Terms. Licensee shall pay Company or Company's Authorized Channel Partner the Fees as provided in the Order and Pricing Schedule(s) attached hereto.
- 3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

- 4.1 Indemnifications
- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the

defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY

MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

- 6.3.a Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

- 6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the Licensee, Company warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.
- 6.4 **No Liability for Termination.** Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.
- 6.5 **Survivorship.** Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Software Support

Company and Licensee agree to the terms and conditions of the Software Support Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Software Support Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Application Hosting

Company and Licensee agree to the terms and conditions of the On Site Application Hosting Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the On Site Application Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 General Terms and Conditions

- 10.1 **Assignment.** Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 10.2 **Governing Law.** This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 10.3 **Amendments; Waiver.** This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 10.4 **Severability.** If a court of competent jurisdiction holds that any provision of this

Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

- 10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 10.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.	South San Francisco Unified School District
Sales Contracts Management	
4321 109 th Ave NE	398 B St
Blaine, MN 55449-6794	South San Francisco, CA 94080

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 10.9 Applicable Law. Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- 10.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not disclose or share education records with any third party

unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

- 10.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 10.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.
- 10.9.d. Upon termination of this Agreement, Company shall return and/or destroy all data or information that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any data or information received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all data or information received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 10.10 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.10.
- 10.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or

“commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Infinite Campus Products and Services with only those rights set forth herein.

- 10.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be “written” or “in writing,” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

South San Francisco Unified School District

By:

By:

Name: Eric Creighton

Name:

Its: Chief Operating Officer

Its:

EXHIBIT A

ONSITE APPLICATION HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("Company") and South San Francisco Unified School District, ("Licensee") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Onsite Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Recurring Annual Fees

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

4.1 Included Services

- 4.1.a System Sizing. Company will determine the system components (number and type of applications server(s), database server(s), and load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.
- 4.1.b System Hardware. Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Licensee's facilities
- 4.1.c Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

- 4.1.d Configuration. Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.
- 4.1.e Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.
- 4.1.f Test and Training Environment. In addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Sandbox") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.
- 4.1.g Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up to a Company owned remote data center located at 4321 109th Avenue NE, Blaine, MN ("Remote Data Center"), subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.
- 4.1.h Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be

capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

4.2 Additional Services

4.2.a Network Analysis and Documentation. Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting Documentation of the analysis is required. The resulting Documentation is the defined supported environment, identifying all network components, including firewalls, proxy servers, routers, switches, etcetera. This can be provided by the Licensee, accomplished with Licensee resources or can be provided by Company for an additional fee.

4.2.b Installation. Company will ship System Hardware, preconfigured, to a location determined by Licensee. For an additional fee, Company can perform the installation of the System Hardware in the Licensee data center.

4.3 Excluded Services

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

5.0 **Availability of Services**

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 **Security**

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and all Licensee Content; and

- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 Access to System

In order to provide Included Services, Licensee will provide the following access, restricted to Company's and/or Company's authorized service provider's Class C IP address range:

- (a) MS Remote Desktop Access on port 3389
- (b) http access on port 80
- (c) https access on port 443
- (d) Campus administration (backups and updates) on port 4329 out from all Company provided servers.

8.0 Change Management

For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the products or product release levels used in the Service Resources and in implementing Application Patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) written notice of application changes and modifications to screens or code;
- (c) pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) coordination of the implementation of the Change Event with the Licensee.

9.0 Hardware Failure

In the event of hardware failure Company will correct the failure through one of the following, at the sole discretion of the Company:

9.1 Replace entire unit

Upon notice of the hardware failure, company will immediately begin the process of shipping a replacement unit. Typical replacement time is 24 hours, and in no event will be greater than 72 hours.

9.2 Onsite Service

When appropriate, onsite service from a certified hardware technician, with a service level of next business day.

9.3 Field replaceable

When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.

10.0 Proprietary Rights

10.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages,

metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

10.2 Grant of Use

In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement.

10.3 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

10.4 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) business days of any termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

11.0 Assurance of Licensee

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

12.0 Hold Harmless Provisions

In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

EXHIBIT B SOFTWARE SUPPORT SERVICES AGREEMENT

1.0 Reference to Agreement

This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, (“**Company**”) and South San Francisco Unified School District , (“**Licensee**”) as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Software Support Services according to the fees indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the “Initial Term”).

3.0 Recurring Annual Fee

Following the Initial Term, for each 12 month period thereafter (the “Subsequent Term”), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the “Recurring Annual Fees”). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services

4.0 Infinite Campus Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the “Software Support Services”) to Licensee:

4.1 Software Maintenance

Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

4.2 E-Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

4.3 Telephone Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

5.0 Hours of Service

Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

6.0 Authorized Contact Personnel

Licensee shall identify up to three (3) authorized support contacts. Two (2) of the contacts will be responsible for functional issues experienced by end users and one (1) will serve as the technical contact. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

7.0 Payment

7.1 Adjustment of Support Fees

Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

7.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.

7.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

8.0 Major Alarm

8.1 Definition of a Major Alarm

A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.

8.2 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.

8.3 Response Time for a Major Alarm.

8.3.1 E-support response time – within two (2) hours.

8.3.2 Phone support – within one (1) hour.

9.0 Non-Major Alarm

9.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

9.2 Response Time for a Non-Major Alarm

9.1.1 E-support response time – within two (2) business days.

9.1.2 Phone support – within one (1) business day.

10.0 Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.

10.0 Modifications Excluded

Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.

11.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee’s computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

12.0 Warranty Provisions

Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and South San Francisco Unified School District, ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2019	8,485	Recurring	\$6.00	\$50,910.00
On-Site Hosting	7/1/2019	8,485	Recurring	\$1.50	\$12,727.50
Infinite Campus Services, Software Support – SIS	7/1/2019	8,485	Recurring	\$1.20	\$10,182.00
Infinite Campus Services, Software Support – Infinite Campus University Training	7/1/2019	8,485	Recurring	\$0.50	\$4,242.50
Custom Reports: Meal Time Import/Export	7/1/2019	1	Recurring	Flat	\$1,500.00
Annual Recurring Total					\$79,562.00

South San Francisco Unified School District

By:

Name:

Its:

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: August 15, 2019

RE: Approval of School Loop Renewal for 2019-20

BACKGROUND:

The South San Francisco Unified School District uses School Loop for many functions, including the District website. Presented is the annual agreement for the fiscal year 2019-2020. School Loop serves over 4,000 schools in 30 states, including a majority of the public schools in the San Francisco Bay Area. The customer list includes the districts of San Francisco, Long Beach, Los Angeles, Kansas City and Albuquerque.

School Loop is a web-based communication system for K-12 schools that keeps everyone in the loop. The program provides visibility and communication to members of a student's educational team, which includes teachers, administrators, parent/guardians, counselors, staff members, as well as after school support professionals.

FISCAL IMPLICATIONS:

The fiscal impact, \$42,750.77; has been budgeted and will be paid out of the General Fund account.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the School Loop renewal, in the amount of \$42,750.77, for the 2019-20 school year.



Quote

Prepared Date 8/2/2019
Quote# 9129

Quote Expires 8/25/2019
Billing Schedule 100% Net 30
Payment Terms Net 30
Term Start Date 7/1/2019
Term End Date 6/30/2020

Service Provider:

School Loop Inc
 401 Congress Avenue, Suite 2650
 Austin TX 78701
 United States

Customer

South San Francisco Unified School District

Bill To

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

End User

South San Francisco Unified School District

Ship To

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

Item	Qty	Item Description: Software/License Unit/Environment/Subscription Plan
SLS2.0 - Site License - Gold	17	SLS2 - Site License
SL Plus Gradebook - Secondary (GB) - Gold	4,614	SL Plus Gradebook - Secondary (GB)
Support - SIS Integration	1	Support - SIS Integration
Support - Grade Export	1	Support - Grade Export

Total Fees Due \$42,750.77

Special Terms

This Quote is governed by the terms and conditions located at <https://www.schoolloop.com/legal> (the "Master Agreement").

The parties agree as follows:

- Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled prior to expiration of the Term.
- The provisions of this Quote and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
- SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM SHALL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
- At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to this Quote and the Master Agreement, and that any action taken by Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Affiliates, regardless of the theory of recovery.



August 15, 2019

9129




Quote

Prepared Date 8/2/2019
Quote# 9129

- 5. The Customer will pay all the import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
- 6. This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS QUOTE AND THE MASTER AGREEMENT.

<p>For Customer:</p>  <p>Joseph Siard (Aug 5, 2019) CUSTOMER SIGNATURE</p>	<p>For Service Provider:</p> <p>SERVICE PROVIDER SIGNATURE</p>
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Does your company require a PO number indicated on the invoice?

- NO. PO IS NOT REQUIRED
- YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

To follow

Is the bill to address above correct or not?

- YES
- NO, Indicate the complete address:

Is the ship to address above correct or not?

- YES
- NO, Indicate the complete address:

Please provide the email address of the contact who needs to receive the invoice: \

Please provide the email address of the accounts payable contact for Invoice Status Inquiry: jchan@ssfusd.org



TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

ABANDONMENT OF POSITION

Aguilar, Omar, a School Psychologist district wide, effective August 5, 2019.

ADJUST ASSIGNMENT

Nieves, Amy, a teacher at Monte Verde Elementary School, from 0.84 FTE to 1.0 FTE, effective August 12, 2019.

CERTIFICATED CONTRACT 2019-2020

Ali, Shakeel, Education Preparation: San Francisco State University with a BA degree. Mr. Ali holds an Education Specialist Instruction Credential. He will be placed at El Camino High School as a Special Education teacher on a Probationary contract effective August 12, 2019. Salary placement C-6.

Alvarez, Omar, Education Preparation: University of Southern California with a MA degree. Mr. Alvarez holds a Pupil Personnel Services Credential. He will be placed at El Camino High School as a Counselor on a Temporary contract effective August 12, 2019. Salary placement DM-2.

Bounprathesa, Inthava, Education Preparation: Alliant University with a MA degree. Mr. Bounprathesa holds a Pupil Personnel Services Credential. He will be placed district wide as a School Psychologist on a Probationary Contract. Salary placement P-1.

Connolly, Sarah: Education Preparation: University of California, Irvine, with a BA degree. Ms. Connolly holds a Single Subject Credential. She will be placed at Alta Loma Middle School as an English teacher on a Temporary contract effective August 12, 2019. Salary placement C-1.

Louie, Sarah, Education Preparation: University of California, Davis, with a BA degree. Ms. Louie holds an Education Specialist Instruction Credential. She will be placed at Ponderosa Elementary School as a Special Education teacher on a Probationary contract effective August 12, 2019. Salary placement D-2.

Malowe, Pamela, Education Preparation: Azusa University with a MA degree. Ms. Malowe holds a Pupil Personnel Services Credential. She will be placed at Alta Loma Middle School as a Counselor on a Probationary contract effective August 12, 2019. Salary placement DM-12.

McCauley, Susan, Education Preparation: Seattle Pacific University with a MA degree. Ms. McCauley holds a Single Subject Credential. She will be placed at El Camino High School as an Art teacher on a Probationary contract effective August 12, 2019. Salary placement FM-12.

Prounh, Christyna, Education Preparation: San Diego State University with a MED degree. Ms. Prounh holds a Pupil Personnel Services Credential. She will be placed district wide as a School Psychologist on a Probationary Contract. Salary placement P3.

Solomon, Sara, Education Preparation: University of Tampa, with a BA degree. Ms. Solomon holds a Multiple Subject Credential. She will be placed at Spruce Elementary School as a Kindergarten teacher on a Temporary contract effective August 12, 2019. Salary placement C-1.

Wan, Victoria, Education Preparation: San Francisco State University with a BA degree. Ms. Wan holds a Multiple Subject Credential. She will be placed at Junipero Serra Elementary School as a 5th grade teacher on a Temporary contract effective August 12, 2019. Salary placement E-12.

REQUEST FOR UNPAID LEAVE OF ABSENCE

Mesina, Hazel, a teacher at Monte Verde Elementary School, from 1.0 FTE to 0.9 FTE effective August 12, 2019, through May 29, 2020.

VOID CONTRACT

Olaes, Nerissa, a teacher at Ponderosa Elementary School, effective August 12, 2019.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Sahm, Joseph, Paraprofessional II – Special Education, Los Cerritos Elementary School 6 hours per day, Range 29, Step 3, effective August 14, 2019.

McPike, Shawn, Campus Security, Parkway Heights Middle School 5 hours per day, Range 29, Step 4, effective August 14, 2019.

Victoria, Nora, Nutrition Services Assistant I, El Camino High School 4 hours per day, Range 25H, Step 1, effective August 14, 2019.

Borgzinner, Mirna, Paraprofessional I – Special Education, Spruce Elementary School 5 hours per day, Range 26, Step 3, effective August 14, 2019.

Lizarraga, Jennifer, Career Center Technician, South San Francisco High School 7 hours per day, Range 26, Step 3, effective August 14, 2019.

Rivera, Michael, Skilled Maintenance Worker, District Office, 8 hours per day, Range 48, Step 5, effective August 12, 2019.

Feng, Peter, Public Information Officer, District Office, 7.5 hours per day, Range 17S, Step 5, effective August 5, 2019.

Shum, Judy, Purchasing Technician – Nutrition Services, District Office, 7.5 hours per day, Range 40, Step 5, effective August 5, 2019.

PROMOTION

Mynott, Kenneth, Skilled Maintenance Worker, District Office, Range 48, Step 5, effective July 22, 2019.

Cantiller, Raquel, Nutrition Services Assistant II, Los Cerritos Elementary School, Range 30H, Step 1, effective August 14, 2019.

Rodriguez, Catherine Mae, Paraprofessional II – Special Education, El Camino High School, Range 26, Step 2, Effective August 14, 2019.

Diaz, Kimberly, Library Media Technician, Alta Loma Middle School, Range 34, Step 4, Effective August 05, 2019.

TRANSFER

Liu, Demei, Custodian I, from Hillside Preschool/Itinerant to El Camino High School, Range 33, Step 2, effective July 22, 2019.

TRANSFER/VOLUNTARY DECREASE IN HOURS

Kwong, Harry, Custodian I, from District Office to Hillside Preschool, 8.0 to 4.0 hours, Range 33, Step 5, effective July 22, 2019.

ADMINISTRATIVE TRANSFER

Franco, Sonia, Paraprofessional II – Special Education, from Alta Loma Middle School to Westborough Middle School, Range 29, Step 5, effective August 14, 2019.

Gomez, Gloria, Paraprofessional I – Special Education, from Junipero Serra Elementary School to Westborough Middle School, Range 26, Step 5, effective August 14, 2019.

Mercado, Claudia, Paraprofessional II – Special Education, from Ponderosa Elementary School to South San Francisco High School, Range 29A, Step 5, effective August 14, 2019.

RETIREMENT

Grima, Charlotte, Executive Assistant, District Office, Range 1C, Step 5, effective August 2, 2019.

Routh, Bridget, Paraprofessional I – Special Education, Spruce Elementary School, Range 26A, Step 5, effective July 26, 2019.

Tsiu, Teresa, Nutrition Services Assistant II, Junipero Serra Elementary School, Range 30H, Step 5, effective July 18, 2019.

RESIGNATION

Gheith, Ezzia, Campus Security, El Camino High School, Range 29, Step 3, effective September 13, 2019.

Carrillo, Rebeca, Personnel Assistant, District Office, Range 36, Step 4, effective August 14, 2019.

INCREASE IN HOURS

Carrillo, Rebeca, District Office Receptionist, District Office, 3.75 to 7.5 hours per day, Range 32, Step 5, effective August 15, 2019.

Torres Garcia, Maria, Nutrition Services Lead II, El Camino High School, 7.0 to 8.0 hours per day, Range 38H A, Step 5, effective August 14, 2019.

Gabriel, Sofia, Nutrition Services Assistant I, Parkway Heights Middle School, 2.0 to 2.5 hours per day, Range 25H B, Step 5, effective August 14, 2019.

Yang, Ginny, Nutrition Services Assistant I, South San Francisco High School, 3.25 to 4.0 hours per day, Range 25H B, Step 5, effective August 14, 2019.

David-Leong, Margarita, Nutrition Services Assistant I, South San Francisco High School, 3.25 to 4.0 hours per day, Range 25H B, Step 4, effective August 14, 2019.

Giudici, Jaylyn, Nutrition Services Assistant I, El Camino High School, 6.5 to 7.5 hours per day, Range 25H A, Step 5, effective August 14, 2019.

Singh, Kamaljit, Nutrition Services Assistant I, El Camino High School, 6.5 to 7.5 hours per day, Range 25H B, Step 5, effective August 14, 2019.

Mendez, Maria, Nutrition Services Assistant I, El Camino High School, 6.5 to 7.5 hours per day, Range 25H A, Step 5, effective August 14, 2019.

Coria, Maria, Nutrition Services Assistant I, El Camino High School, 6.5 to 7.5 hours per day, Range 25H A, Step 5, effective August 14, 2019.

Albayalde, Susan, Nutrition Services Assistant I, El Camino High School, 6.5 to 7.5 hours per day, Range 25H A, Step 5, effective August 14, 2019.

Lillo, Karen, Nutrition Services Lead II, South San Francisco High School, 7.0 to 7.5 hours per day, Range 38H A, Step 5, effective August 14, 2019.

Eweis, Georgette, Nutrition Services Assistant I, South San Francisco High School, 4.0 to 4.5 hours per day, Range 25H B, Step 5, effective August 14, 2019.

Sanchez, Carmen, Nutrition Services Assistant I, South San Francisco High School, 4.0 to 4.5 hours per day, Range 25H A, Step 5, effective August 14, 2019.

TEMPORARY INCREASE IN HOURS

Nunsiale, Rory, Campus Security, Alta Loma Middle School, 5.0 to 7.0 hours per day, Range 29A, Step 5, effective August 14, 2019 through May 28, 2020.

Gretter, Diane, Office Assistant, Buri Buri Elementary School, 3.5 to 5.5 hours per day, Range 30, Step 5, effective August 14, 2019 through May 28, 2020.

Munoz Campos, Maira, Paraprofessional I – Bilingual, Parkway Heights Middle School, 5.0 to 6.0 hours per day, Range 25, Step 5, effective August 14, 2019 through May 28, 2020.

Mora Patino, Myrna, Paraprofessional I – Bilingual, Parkway Heights Middle School, 3.0 to 6.0 hours per day, Range 25, Step 5, effective August 14, 2019 through May 28, 2020.

Gomez, Sandra, Paraprofessional I – Bilingual, Ponderosa Middle School, 3.0 to 4.0 hours per day, Range 25, Step 5, effective August 14, 2019 through May 28, 2020.

Lima, Sara, Paraprofessional I – Bilingual, South San Francisco High School, 5.5 to 6.0 hours per day, Range 25A, Step 5, effective August 14, 2019 through May 28, 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: August 15, 2019
RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of July 2019.

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 JULY 2019.**

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

\$77 from Bright Funds to Ponderosa Elementary in support of student and school needs

\$125 from Nya Domingo to El Camino High School for the Excellence Fund

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Ted O, Assistant Superintendent – Business Services
DATE: August 15, 2019
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:

Monte Verde Elementary School

All Grades Walk-A-Thon
All Grades Scholastic Book Fair

El Camino High School

Sophomore Class T-pumps Sale

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Ted O, Assistant Superintendent – Business Services
DATE: August 15, 2019
RE: Professional Services Agreements

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District

\$5,494.74 Staff Development for Educators – Provide staff development for All Souls and St. Veronica teachers (2019-20 school year) (Federal Funds Requirement)

\$15,000 Yiannis Ouranitsas – Former employee will provide assistance in Instructional Technology for training and support as needed during the 2019-20 school year

\$12,000 Donna Fentanes – Former employee will provide assistance in Facilities to cover vacant position in the 2019-20 school year

Hillside Elementary

\$1,375 Dan’s Drilling & Fence - Install 5 protective bollards (4’ high) in front of the PG&E valve area and set in concrete

\$4,840 Dan’s Drilling & Fence - Install a 140 feet chain link fence with gate in the play yard area

\$5,200 Arbortech - Install a 4 foot concrete walkway, remove grass and relocate

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
DATE: August 15, 2019
RE: SSFUSD Trustee Voting District Maps Communication Process

BACKGROUND

In an effort to ensure the Board shares a common and consistent message, the Superintendent has developed common talking points for Trustees to use when communicating the Voting District Maps.

To ensure the Board is speaking in a unified way, this item is being brought forth to allow each Trustee to share their thoughts on the communication process (how/who will be speaking on behalf of the Board) for the maps. The goal is for the Board to come to agreement on their next steps with regard to communication.

FISCAL IMPLICATIONS:

None

RECOMMENDATION

For Information/Discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: August 15, 2019

RE: Intra-District Transfers

BACKGROUND:

The Board of Trustees requested the opportunity to discuss our Intra-District Board Policy 5116.1 and Administrative Regulation 5116.1. The South San Francisco Unified School District Board Policy 5116.1 and Administrative Regulation 5116.1. are followed by the Human Resources and Student Services Department to assure we are consistent with all transfer applicants.

To figure out space availability for students at each school site, Director Ryan Sebers and I review student enrollment numbers. We review enrollment trends from the previous five years as well as transfer requests to determine the number of available spaces at each school site. Intra-District transfers are approved or denied based on various criteria with available space being one of the factors. Here is the student enrollment at our schools as of August 6, 2019:

- Buri Buri ES - 635
- Junipero Serra ES - 295
- Los Cerritos ES -275
- Martin ES - 405
- Monte Verde ES - 540
- Ponderosa ES - 410
- Skyline ES - 428
- Spruce ES - 499
- Sunshine Gardens ES - 370
- Alta Loma MS - 724

- Parkway Heights MS - 610
- Westborough MS - 598
- El Camino High School - 1261
- South San Francisco High School - 1309

This year, we had 521 transfer requests for the 2019-2020 school year. Here are the transfer requests with the first choice school:

- Buri Buri ES - 53
- Junipero Serra ES - 14
- Los Cerritos ES - 25
- Martin ES - 11
- Monte Verde ES - 70
- Ponderosa ES - 43
- Skyline ES - 11
- Spruce ES - 27
- Sunshine Gardens ES - 20
- Alta Loma MS - 44
- Parkway Heights MS - 6
- Westborough MS - 74
- El Camino High School - 112
- South San Francisco High School - 16

If we approve every transfer request for every year, we would have a few extremely large schools. Conversely, we would also have some sites with extremely small schools. Additionally, some school sites are unable to handle additional students due to the lack of available classrooms.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

For Information/Discussion only.

South San Francisco USD | BP 5116.1 Students

Intradistrict Open Enrollment

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)

(cf. 5118 - Open Enrollment Act Transfers)

2. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

3. Any student who is a victim of a violent crime while on school grounds (20 USC 7912)

4. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, social worker, or a properly licensed or registered professional such as a psychiatrist, psychologist, or marriage and family therapist

b. A court order, including a temporary restraining order and injunction

5. Any sibling of a student already in attendance in that school.

6. Any student whose parent/guardian is assigned to that school as his/her primary place of employment.

August 15, 2019

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Information/Discussion

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between February 1st and February 28th of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Transportation

Except as required for students who transferred out of a Title I program improvement school, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

(cf. 3250 - Transportation Fees)

(cf. 3540 - Transportation)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definitions of persistently dangerous schools

August 15, 2019

UNITED STATES CODE, TITLE 20

6311 State plans

7912 Transfers from persistently dangerous schools

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Public School Choice FAQs

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Unsafe School Choice Option, May 2004

WEB SITES

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

California Department of Education Unsafe School Choice Option: <http://www.cde.ca.gov> U.S. Department of Education: <http://www.ed.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: December 14, 2017 South San Francisco, California

South San Francisco USD | AR 5116.1 Students

Intradistrict Open Enrollment

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

Other Intradistrict Open Enrollment

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment:

1. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A

waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.

2. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.

3. Approved applicants must confirm their enrollment within 10 school days.

Any student who, prior to the 2016-17 school year, was granted a transfer out of a Title I school that had been identified for program improvement shall be allowed to remain in the school of enrollment until he/she completes the highest grade offered at that school.

(cf. 0520.2 - Title I Program Improvement Schools)

A student granted intradistrict enrollment under other circumstances shall not be required to reapply for readmission but may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)

(cf. 5118 - Open Enrollment Act Transfers)

2. Program options offered within local attendance areas

3. A description of any special program options available on both an interdistrict and intradistrict basis

4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied

5. A district application form for requesting a change of attendance

6. The explanation of attendance options under California law as provided by the CDE

(cf. 5145.6 - Parental Notifications)

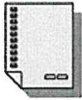

Regulation SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT


approved: December 14, 2017 South San Francisco, California

2019-2020 Transfer Applications


Answer the following question, then select and complete the appropriate transfer Application.

<p>Do You Live in Our District?</p> <p>(Check the SSFUSD Street Directory to find out if your address is part of our District.)</p>

YES	
↓	
Open Enrollment	(Late Application) Intra-District
	
Filing Period: February 1 - 28, 2019 CLOSED	Filing Period: March 1, 2019 - April 15, 2019 CLOSED
<p>Transfer from school to school <u>within</u> our district (Example: Ponderosa to Monte Verde, Alta Loma to Westborough, El Camino to So. City, etc.)</p>	
<p>Transfer decisions are made on space availability only NOT a first-come, first-serve process If more transfer requests are received than space available, a random, unbiased lottery will be utilized Late applications will not be accepted</p>	

NO	
↓	
	Inter-District
	<p>Filing Period: February 1 - 28, 2019 CLOSED</p> <p>Late applications are not accepted</p> <p>Transfer from an outside district into our district Before submitting this application, you must have the District of Residence approve the release agreement printed on Page 2 of the application. (The District of Residence is the district that serves the area where you live. Example: Jefferson, San Mateo, etc.) Release approval by the District of Residence does not guarantee or imply transfer approval by the South San Francisco Unified School District</p>

- OR -

	Inter-District Permit (release)
	Filing Period: February 1, 2019 - Ongoing
	Transfer to a school <u>outside</u> of our District. (Will require additional approval by the district you wish to enter)
<p>English</p> <p>Español</p>	

NOTE: August 15, 2019

We will not accept faxed application forms.
https://www.ssfusa.org/pi4/cms2/view_page?d=x&group_id=1521274963164&vaia=112021rom4zp

School Transfer Application and Placement Process

Open Enrollment and Intra-District Transfers (SSFUSD residents wanting to transfer within the district):

- Open Enrollment is the first priority filing period which was held from February 1 through February 28, 2019. Any family can apply for Open Enrollment, with no priority given to academics, conduct, or attendance, and decisions for approval are based solely upon space availability. Priority is, however, given to siblings of students currently enrolled, as well as children of staff members who are employed at the school site being requested. If there are more applications than available space for a specific school/grade level, a random unbiased lottery is conducted and a waitlist is established. (Example: We typically receive approximately 100+ applications for incoming 9th grade SSFHS students wanting to attend ECHS. We are only able to approve approximately 20-40 students per year, so a lottery of applications is conducted and a waitlist established. We then select the appropriate number of students from the waitlist).
- Open Enrollment transfers do not require annual renewal, as an approval changes the student's school of residency to the new school of attendance. Families do, however, apply for a new Open Enrollment transfer when the students are moving to a new academic level (middle school, high school).
- Transfer requests based upon Program Improvement and the Open Enrollment Act "OEA" (SBX5 4, Chapter 3, 5th Extraordinary Session, 2010), are also given priority. (*The Open Enrollment Act, which was signed into law on January 7, 2010, provides students enrolled in one of the State Superintendent's 1,000 "low-achieving" schools, referred to as "Open Enrollment" schools, the option to enroll in a different school with a higher Academic Performance Index (API) than the pupil's school of residence.*) In the case of either PI or OEA requests, the district may grant approval based on space availability, but retains the discretion to place a student at any non-PI school in the district. Note: The Open Enrollment Act is not the same as SSFUSD's Open Enrollment process, although the similar titles may cause confusion.
- Intra-District Transfers are available as a second priority late application. The filing period was held from March 1 through April 15, 2019. These transfers are only approved if there is sufficient space available after the approval of Open Enrollment transfers. Priority is also given to siblings of students currently enrolled.
- Intra-District Transfers require annual renewal, unless a family has filed an Open Enrollment transfer in a subsequent year. Intra-District transfer may also be revoked for unsatisfactory behavior, attendance, grades, or lack of parent cooperation.

Inter-District Transfers (Incoming requests from outside of SSFUSD):

- The filing period was held from February 1 through February 28, 2019.
- Inter-District Transfers do not have priority within the district, as no district resident may be displaced by an inter-district student. All Inter-District transfer approvals/denials are based upon space availability.

- “Allen Bill” provision - Per CA Education Code § 48204, the district may admit students if at least one parent or the legal guardian of the pupil is physically employed within the boundaries of the district for a minimum of 10 hours during the school week. However, this subdivision does not require the district to admit the pupil to its schools. If an initial approval is done, then the district must honor the student’s continued attendance within the district through 12th grade as long as the parent maintains employment within the district’s boundaries for at least 10 hours per week.
- We reviewed all applications received within 30 days (although we are required to do so within 90 days), and sent letters to all applicants. The letter attached to all denials gave the reason(s) for the denial and instructions for our written appeal process.

Inter-District Transfers (Outgoing to another district outside of SSFUSD):

- Outgoing Inter-District Transfers are also known as permits, or releases. There is no filing period for these requests, as they are processed on an ongoing basis.
- SSFUSD generally approves these transfers to allow families to pursue enrollment in other districts. After receiving approval from SSFUSD, those families must also follow the inter-district transfer application process of the school district of desired enrollment.

Approval and Placement Process

- The Assistant Superintendent of Human Resources and Director of Student Services review staffing levels and anticipated student enrollment for each grade level/school site to determine capacity and recommended space availability.
- It should be noted that space availability does not mean the space remaining before a grade level/class section is at full capacity, but rather space available while still allowing for the enrollment of a reasonable number of residents who move into a school site’s attendance area prior to and during the upcoming school year.
- If there are more applications than available space at any given grade level/school site, a random unbiased lottery is conducted and the appropriate number of students are approved. Remaining students are placed on a waitlist for the school site/grade level.
- The Director of Student Services begins the process of approval/denial of applications approximately 60 days from the end of the Open Enrollment filing period (beginning of May), and responses are sent to parents by the end of May as follows:
 - 1) High School determinations begin with 9th grade, which invariably involve a lottery of applications for students wishing to attend ECHS. After a specific number of students are selected, the remaining students are placed on a waitlist.
 - 2) Middle School determinations follow, beginning with 6th grade.
 - 3) Grades 1-5 are then processed and are based largely upon anticipated rollover from the current school year.

- 4) Kindergarten requests are processed during the last week of May, as enrollment counts continue to be evaluated through that point in time to ensure an accurate account of anticipated enrollment. As there are no rollover figures to inform Kindergarten decisions, it is crucial that we have the most updated information from sites in hand to determine space availability.
 - 5) Transfer requests are not applicable to Transitional Kindergarten, as TK students are assigned to one of five hub schools serving specified areas of residence for the district.
- After transfer determinations have been made, letters are mailed to parents.
 - The Office of Student Services sends a master list of all student approvals to each site to ensure they are aware of students who will be leaving/entering each site for the new school year.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: August 15, 2019

RE: Board of Trustees' Appointment to the Personnel Commission

BACKGROUND:

Jeannette Holt, Personnel Commissioner, will complete her term as the Board of Trustees' appointment at noon on December 1, 2019. Personnel Commissioners are appointed for three-year terms on a rotating basis. The three commissioners are appointed as follows:

1. Board of Trustees' appointment
2. Board of Trustees' appointment upon recommendation of CSEA
3. Commissioners' appointment

The Rules and Regulations of the Classified Service state that the incumbent shall notify the Board of Trustees by September 1 of his/her interest in reappointment.

By September 30, the Board of Trustees shall publicly announce the name of the person it intends to appoint or reappoint. At a Board meeting to be held after 30 and within 45 days of the date the Board publicly announces its candidate, the Board shall hold a public hearing to provide the public, employees and employee organizations the opportunity to express their views on the qualifications of the person recommended by the Board of Trustees for appointment. At the following Board meeting, the Board may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends that the South San Francisco Unified School District Board of Trustees publicly announce, by September 30, 2019, the name of the person it intends to appoint as the Board of Trustees' appointment to the Personnel Commissioner for a three year term commencing December 12, 2019 through December 1, 2022.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Ted O, Assistant Superintendent – Business Services
DATE: August 15, 2019
RE: Ad Hoc Safety Committee for 2019-20

BACKGROUND:

Five plus years ago, an Ad Hoc Safety Committee was created to address and improve the safety at the schools in the South San Francisco Unified School District. The committee did walk-throughs of all the elementary and secondary sites and made recommendations on items needed to improve the safety of the sites. Many of the recommendations have been implemented. Staff is looking at re-starting this committee for fiscal year 2019-20. In the Fall of 2019, staff will be recruiting members and determining the meeting dates for this committee.

FISCAL IMPLICATIONS:

Amount to be determined

RECOMMENDATION:

For Information/Discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services
Ryan Sebers, Director, Student Services

DATE: August 15, 2019

RE: Approval of Alternative to Suspension Program

BACKGROUND:

As a way to reduce suspensions, the South San Francisco Unified School District would like to implement an Alternative to Suspension (ATS) program. As students get older, consequences in the 20th century are no longer applicable to many. Punitive consequences reinforce the negative stereotypes that follow students and fulfill a prophecy of not being a student. In addition, our District was identified by the California Department of Education in suspending a disproportional amount of foster youth and student with disabilities. We have an Alternative to Expulsion Program in our District and the logical next step is an ATS Program. We would mirror our program from the San Mateo Union High School District (SMUHSD). We have connected with SMUHSD and have gathered information. We believe that ATS would reduce the numbers of students being suspended.

Goals of ATS:

- To reduce the number of suspensions as well as total amount of out-of-school time.
- To replace out-of-school time served at home with alternative structured, therapeutic programs that address underlying causes of behavior and increase school success.

Objectives for Students:

- To increase personal awareness of causes for suspensions and improve decision making to ovoid re-offending.
- To address underlying causes of suspensions through supportive reentry to campuses.

- To increase school attendance, decrease disciplinary incidents, and increase overall success in school.

FISCAL IMPLICATIONS:

The cost to implement an Alternative to Suspension program for two days a week will be no more than \$130,000 for the 2019-20 school year.

This is part of Goal #1 of our LCAP: The District will provide a high quality educational program that focuses on raising the overall academic achievement and social learning environment for all students.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the memorandum of understanding with the Youth Services Bureau (YSB) of the YMCA to support the implementation of an Alternative to Suspension program for two (2) days a week for the 2019-20 school year.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: August 15, 2019

RE: Approval of Memorandum of Understanding between the South San Francisco Unified School District and the California School Employees Association Chapter #197 regarding Nutrition Services rate enhancement

BACKGROUND:

Representatives of the South San Francisco Unified School District and the California School Employees Association Chapter #197 met and agreed to a Memorandum of Understanding regarding an increase in pay for the Nutrition Services Assistant I, Nutrition Services Assistant II, Nutrition Services Lead I, Nutrition Services Lead II, and Nutrition Services Lead III.

FISCAL IMPLICATIONS:

The rate enhancement shall be funded by Fund 13 only as long as sufficient funds exist to maintain it.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding between the South San Francisco Unified School District and the California School Employees Association Chapter #197.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - #197**

The South San Francisco Unified School District ("District") has proposed a 13% increase to the current (June 2019) hourly rates ("rate enhancement") for the following Nutrition Services classifications effective July 1, 2019:

- Nutrition Services Assistant I
- Nutrition Services Assistant II
- Nutrition Services Lead I
- Nutrition Services Lead II
- Nutrition Services Lead III

This rate enhancement shall be funded by Fund 13 only as long as sufficient funds exist to maintain it. Should the funding for this rate enhancement cease, the hourly rates of pay for the above-listed classifications shall automatically revert to the regular rates of pay in effect as of June 30, 2019, subject to any and all other applicable general increases as may be negotiated by and between the District and CSEA.

The parties agree that the availability of funding for this rate enhancement shall be reviewed annually. Should the District determine that available monies in Fund 13 will be insufficient to continue this rate enhancement, the District shall notify CSEA in writing, which notice shall include the effective date the reversion in the hourly rates shall be effective.

This agreement shall be contingent upon any required by approval of the hourly rate enhancement by the SSFUSD Personnel Commission.

It is so agreed.

For the Association:

Jolene Malfatti, President

Carl G. Wood

Dated: 7/18/2019

205-22/4516586.1

For the District:

[Signature]

Dated: 7/19/2019

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: August 15, 2019

RE: Adoption of Resolution #19-50, Temporary Inter-fund Transfer at Year-End

BACKGROUND:

Education Code Section 42603 provides that the governing board of any school district may direct monies held in any fund or account to be temporarily transferred to another fund or account of the district for payment of obligations.

The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current year or following year, to repay the amount transferred.

For 2018-19, the Cafeteria Fund (Fund 13) will require \$275,000 to end the year with a positive cash balance. This is due to reimbursement claims filed with the California Department of Education (CDE), for which the funds did not arrive prior to June 30, 2019.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #19-50 authorizing temporary internal transfer of funds from the General Fund (Fund 01) to Cafeteria Fund (Fund 13) so the Cafeteria Fund will end the fiscal year with a position cash balance.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #19-50

RESOLUTION FOR TEMPORARY INTERFUND TRANSFER (LOAN) AT YEAR END

FISCAL YEAR: 2018-19
GENERAL FUND (Fund 01) TO CAFETERIA FUND (Fund 13)

WHEREAS, the San Mateo County Controller requires that all funds end the year with a positive cash balance, and

WHEREAS, the Board of Education has determined that the Cafeteria Fund will require \$275,000 to end the year with a positive cash balance, and

WHEREAS, Education Code Section 42603 provides that the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations, and

WHEREAS, Education Code Section 42603 requires that such a transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, that such a transfer shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred, that no more than 75% of the maximum of moneys held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year, and that the amount transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year,

NOW, THEREFORE, BE IT RESOLVED that the Governing Board, pursuant to Education Code 42603, does hereby authorize the San Mateo County Superintendent of Schools and the Controller of San Mateo County to transfer funds in the amount of \$275,000 from the General Fund to the Cafeteria Fund, and

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

REGULARLY passed and adopted this 15th day of August, 2019.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

District Superintendent*

County Superintendent of Schools

* My signature certifies the above vote of the Governing Board to be accurate and true.

Districts may (a) have all Board members sign in the appropriate categories, or (b) type in the names and have the district Superintendent certify the accuracy of the vote.