

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, July 14, 2022**

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

The Board of Trustees invites the community to participate in this meeting in-person. It is strongly recommended that in-person attendees continue to wear a mask or face covering during the meeting.

The Board meeting will be streamed live and you can view it by visiting this web page streaming link: <https://www.ssfusd.org/apps/pages/onlineboardmeeting>
(The link will be active shortly before 7:00 p.m. on July 14)

This meeting will include closed captions which require the Board to provide a break, for the captioner's benefit, after approximately every 90 minutes.

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. Conference with Legal Counsel-Existing Litigation pursuant to Government Code Section 54956.9, subd. (d)(1) – Name of case: USS Cal School Construction Cases; and related Government Code claim by USS Cal Builders, Inc.

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

- a. TBD

L. PUBLIC COMMENTS

For Items Not On The Agenda:

Public comment for items not on the agenda should not exceed 30 minutes. Public comments are limited to a maximum of three minutes per individual (per Board Bylaw 9323). In order to accommodate more speakers, the Board President may, at their discretion, limit the individual time per speaker to one or two minutes each if there are more than ten expected speakers.

To comment prior to the meeting:

Public comments may be submitted in advance of the meeting through the following link: <https://bit.ly/boardmeeting7142022> beginning at 3:00 p.m. on Monday, July 11, until 3:00 p.m. on Thursday, July 14. These comments will be read by all Board members and posted on the District website's 2022-23 Board meetings at: <https://www.ssfusd.org/apps/pages/meetings>

To comment in-person during the meeting:

Public comments are limited to one to three minutes per individual (per Board Bylaw 9323). Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded and streamed live. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law, the Brown Act. The Board may request staff to respond orally at the meeting or in writing at a future time.

Special Meeting Comments:

In accordance with the law, the Brown Act, during special meetings, public comments are limited to only those items on the agenda.

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

M. INFORMATION ONLY PRESENTATION

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

1. BUSINESS SERVICES

a. Information Technology Department

Director Joe Siam will provide a report on the District's Information Technology Department.

PAGE

N. PRESENTATION WITH POTENTIAL ACTION

1. HUMAN RESOURCES

a. YSB School Counseling and Safe School Advocates Services

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

ACTION

1. HUMAN RESOURCES

a. Approval of Contracts with the Youth Services Bureau (YSB) School Counseling, Safe School Advocates Services, and the Alternative to Suspension Program for 2022-23

1 - 14

Staff recommends the approval of the contracts for services with the YSB of the YMCA to continue supporting additional counseling at all District schools for the 2022-23 school year, as presented to the Board.

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

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

| | <u>PAGE</u> |
|---|-------------|
| 1. ADMINISTRATION | |
| a. Minutes of June 23, 2022 regular Board meeting. | 15 - 41 |
| b. Board members and the Superintendent to participate in the December 2022 annual CSBA conference. | 42 |
| c. Superintendent to participate in 2022-23 professional development conferences. | 43 - 44 |
| d. Children’s Center Program 2021-22 annual self-evaluation reports. | 45 - 54 |
| e. Children’s Center 2022-23 childcare contract CCTR-2263 | 55 - 57 |
| f. Children’s Center 2022-23 childcare contract CSPP-2522 | 58 - 59 |
| 2. EDUCATIONAL SERVICES | |
| a. SSFHS and ECHS Biology teachers to travel to Indianapolis IN, November 10-13, 2022. | 60 |
| b. SMCOE Outdoor Education dates for 2022-23. | 61 - 62 |
| 3. HUMAN RESOURCES | |
| a. Certificated Personnel Assignment Order. | 63 |
| b. Classified Personnel Assignment Order. | 64 |
| 4. BUSINESS SERVICES | |
| a. Gift to the District, June 2022. | 65 - 66 |
| b. Professional service agreements under \$25,000. | 67 - 69 |

INFORMATION/DISCUSSION

PAGE

1. HUMAN RESOURCES

- a. Williams Uniform Complaints for the Quarter Ending 6/30/22** 70 - 71

Staff will present to the Board, the Quarterly Report on Williams Uniform Complaints for the quarter ending 6/30/22, per Education Code Section 35186.

ACTION *(continued)*

1. ADMINISTRATION

- a. Approval of District's Updated Board Policies** 72 - 150

Staff recommends the approval of the following updated District's Board Policies, the last ones to be approved for the 2019-20 fiscal year, as presented to the Board.

1. BP 1312.3 - Uniform Complaint Procedures
2. BP 4119.25, 4219.25, 4319.25 - Political Activities of Employees
3. BP 4140, 4240, 4340 - Bargaining Units
4. BP 5113.2 - Work Permits
5. BP 5126 - Awards for Achievement
6. BP 5141.31 - Immunizations
7. BP 5148.3 - Pre-school/Early Childhood Education
8. BP 6146.2 - Certificate of Proficiency/High School Equivalency
9. BP 6170.1 - Transitional Kindergarten

2. EDUCATIONAL SERVICES

- a. Approval of the Infinite Campus Agreement for the 2022-23 School Year** 151 - 175

Staff recommends the approval of the renewal of the Infinite Campus Evergreen agreement to maintain and provide student information services for the 2022-23 school year, as presented to the Board.

PAGE

- b. Approval of a New Course Implementation and a Revised Course Implementation for the 2022-23 School Year** 176 - 200

Staff recommends the approval of the implementation of a course of study in AP Environmental Science at ECHS and a revised Leadership course at ECHS and SSFHS in the 2022-23 school year, as presented to the Board.

- c. Approval of an Agreement with Stride (Fuel Education) for Independent Study for the 2022-23 School Year** 201 - 204

Staff recommends the approval of an agreement with Stride (Fuel Education) to provide District students with independent study for the 2022-23 school year, as presented to the Board.

- d. Approval of Non-Public Agencies Contracts for the 2022-23 School Year** 205 - 285

Staff recommends the approval to continue contracts with Non-Public Agencies (NPA) to fulfill Individualized Education Plan (IEP) service agreements for the 2022-23 school year, as presented to the Board.

- e. Approval of Non-Public Schools and County Contracts for the 2022-23 School Year** 286 - 287

Staff recommends the approval to continue contracts with Non-Public Schools (NPS) and County Programs to fulfill Individualized Education Plan (IEP) service agreements for the 2022-23 school year, as presented to the Board.

3. HUMAN RESOURCES

- b. Approval of a Variable Term Waiver** 288

Staff recommends the approval of the Variable Term Waiver for Oliver Bishop, a certificated employee at Westborough MS, as presented to the Board.

PAGE

4. BUSINESS SERVICES

- a. Approval of Proposal from HED for Architectural/ Engineering Services at SSFHS** 289 - 290

Staff recommends the approval of the proposal from HED for architectural and engineering services for the SSFHS Kitchen/Food Service Improvement Planning Project, as presented to the Board.

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

Board meetings are being held in-person in the Baden HS gym, unless otherwise noted.

July 16, 2022 - Board Self-assessment Workshop *(Board room)*

August 11, 2022

- Introduction of Student Trustees/ASB High School Presidents
- Summer School report
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2022-23
- Approval of San Mateo Co. 2022-23 CSPP preschool contract
- Approval of Consolidated Application and Reporting System Spring 2022 data collection
- Approval of New or Updated Board Policies
- Resolution for Attendance Awareness Month (September)

September 8, 2022

- Teaching and learning presentation - Ponderosa ES
- Presentation and approval of year end unaudited actuals
- Renaissance Learning agreement renewal for 2022-23
- InClassToday agreement renewal for 2022-23
- Discussion of October 20 Community Forum topic(s)
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Resolution on GANN limit

September 22, 2022

- Teaching and learning presentation - Alta Loma MS
- Presentation on Fiscal Services Department

- Update on enrollment for the 2022-23 school year
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2022-23
- Approval of Migrant Ed MOU
- Resolution for California Week of the School Administrator (October)

October 6, 2022

- Teaching and learning presentation - Buri Buri ES
- Williams report for 3rd quarter ending 9/30/22
- Update on OpTerra Energy solar savings
- Resolution honoring Native American Heritage Month (November)
- Approval of Local Indicators
- Approval of ESSER III Expenditure Plan for 2023-24

October 20, 2022 - Community Forum

- Topic(s) TBD

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

Pursuant to Government Code 54954.2, Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, should contact Nalani Allen-Cantley, Senior Executive Assistant to the Superintendent, at least three working days prior to the meeting at (650) 877-8705. Notification in advance of this meeting will enable the District to make reasonable arrangements to ensure accessibility.

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

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: July 14, 2022

RE: Approval of Contract for Services for YSB School Counseling, Safe
School Advocates Services, and the Alternative to Suspension
Program

BACKGROUND:

The past seven school years, the Youth Services Bureau (YSB) of the YMCA has provided additional on-site counseling services to our elementary schools. These YSB counselors assist school staff in identifying, assessing, and providing therapy and intervention services to students. These services emphasize mental health and safety assessment, individual counseling with collateral family consultation, psycho-social group counseling, parent support and education groups, and educationally related mental health services. This year we want to continue to provide services to all of our schools.

The School Safety Advocates Program (SSA) embeds mental health professionals at our secondary schools to work in tandem with counselors, teachers, deans and administration to support student success. The School Safety Advocates Program is a comprehensive violence prevention program designed to promote safe school environments and quick, responsive interventions for students. The program combines mental health expertise with a youth development philosophy and provides full-time clinical staff on school campuses who work with school staff to: intervene in crises, conduct safety and mental health assessments, make referrals for services, and facilitate pro-social skills groups.

Alternative to Suspension (ATS) is a district-operated classroom learning experience for students who are assigned to the program in lieu of serving the full duration of an out-of-school suspension. Students are under the supervision

of a credentialed staff member and a program facilitator who presents a curriculum that offers a proactive approach to instilling the skills, habits, and behaviors necessary to be successful in school and life. The ATS program provides activities that help youth resolve conflicts and minimize negative behaviors that may lead to suspension and hinder academic and personal success. ATS aims to help students improve their decision-making skills, develop a positive attitude about school, and improve their relationships with others. The primary goal of ATS is to replace out-of-school time served at home with an alternative structured program that addresses underlying causes of behavior and increase school success upon re-entry.

FISCAL IMPLICATIONS:

Currently, the District supports Counseling and Safe School Advocates Services at all of our elementary, middle and high schools. We would like to continue to offer these resources to support our students. The cost to support counseling services at all of our school sites will be no more than \$601,593. The cost to support the Alternative to Suspension Program (ATS) will be no more than \$48,658.

This is part of the following LCAP section:

To provide elementary and secondary sites with mental health services (including Youth Services Bureau/School safety advocates-secondary); sites will collaborate and develop a method to monitor and evaluate program to ascertain its effectiveness.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the contract for services with the Youth Services Bureau (YSB) of the YMCA to continue supporting additional counseling at all District schools for the 2022-23 school year.



CONTRACT FOR SERVICES
School-Based Therapy and Student Support Program

THE YOUTH SERVICE BUREAUS of the URBAN SERVICES BRANCH of the
 YMCA OF SAN FRANCISCO
 AND the **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

WHEREAS the YOUTH SERVICE BUREAU of the Urban Services Branch of the YMCA of San Francisco (“YMCA”) and SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (“SSFUSD”) mutually desire to effect a Contract to define their relationship effective on **July 1, 2022**.

SECTION 1. THE PARTIES’ INTENT

- A. To establish and define the business relationship between YMCA and SSFUSD as it relates to the School Based Counseling Program for youth operating at the following SSFUSD school’s facilities) and;
- B. To serve as the guiding document as to the responsibilities of YMCA and SSFUSD for the operation of the School Based Counseling Program.

SECTION 2. TERM

- A. This Contract will be in effect for the fiscal year **July 1st, 2022- June 30, 2023**. This Agreement may be terminated by either party at any time by giving prior written notice to the other party at least 30 days in advance of the effective date of such termination or may be terminated by mutual agreement of both parties.
- B. No alterations of variation of the terms of this Agreement shall be valid unless made in writing and signed by the Assistant Superintendent of the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT or his designee and the Executive Director of the Youth Service Bureaus

SECTION 3. YMCA ROLE

In consideration of the payment hereinafter set forth, YMCA shall perform the following services at assigned school sites:

- 1) **Mental Health trainees and staff placed on campus at elementary and middle school sites:** Students assessed and identified to need moderate to high-level mental health services will receive emotional and behavioral counseling services on campuses. YSB clinicians will be placed at nine elementary schools in South San Francisco;

ELEMENTARY SCHOOLS

Spruce (2 days a week)
 Los Cerritos (2 days week)
 Buri Buri (2 days a week)
 Skyline (2 days a week)
 Ponderosa (2 days a week)

Sunshine Gardens (2 days a week)
 Monte Verde (2 days a week)
 Junipero Serra (2 days a week)
 Martin Elementary (2 days a week)



MIDDLE SCHOOLS (all 1 day per week in addition to JPD-funded positions)

Alta Loma

Westborough

Parkway Heights

- a. On those days of counseling service, each clinician will be on an assigned campus for a 5 hour block of time and will have 1 hour for case management services including parent contact/meetings, teacher contact, documentation, etc.
- b. Each clinician will run groups and/or meet with students individually depending on school need and as discussed and agreed upon by school administration
- c. Clinicians will conduct an initial assessment to determine emotional, behavioral or mental health issues and communicate level of needs and interventions with school staff.
- d. Clinicians will use assessment findings determine appropriate mode and level of care in order to then place student in group, individual therapy or refer to the Youth Service Bureau Clinic.
- e. Clinicians will work with the Principal or decided point person to identify and prioritize referrals for services.
- f. Clinicians will receive individual and group supervision provided by YSB.
- g. Clinicians will abide by all legal and ethical standards set by field.
- h. Clinicians will ensure familiarity with State and District policies, requirements and procedures.
- i. Clinicians will evaluate the effectiveness of the program with mid and end of the year evaluations.

2) **Middle School Safety Advocates (mental health staff):** Middle school students will receive emotional and behavioral counseling, psycho-social groups, and intervention services focused on crises and violence prevention on campuses. YSB School Safety Advocate staff will be in placed on **three middles schools** in South San Francisco; Alta Loma, Parkway Heights, and Westborough. The School Safety Advocate program is funded by the San Mateo Department of Probation and provided by the YSBs to promote safe school campuses through mental health services, crisis intervention, and campus-wide anti-violence and anti-bullying initiatives.

3) **High School Safety Advocates (mental health staff):**

Provide and coordinate school safety activities which include direct services, prevention services, crisis assessment, and crisis intervention and response. Hours delineated below:

Baden – 17 hours/week
 El Camino – 33 hours/week
 South San Francisco – 33 hours/week

- a. Provide training to staff, students, administrators and parents in violence prevention and intervention.
- b. Develop and provide leadership to a violence prevention team for each campus and insure that the team meets regularly.
- c. Implement a district-wide referral system that insures systematic and ongoing communication back to individuals who make referrals.
- d. Train school staff in use of referral system
- e. Provide consultation to peer support programs on each campus.



- f. Participate in interagency coordination efforts to ensure success of program as specified in section of this document labeled “coordination.”
- g. The YSB will provide all clinical supervision for the YSB Counselor and ensure compliance with the laws and ethics set by the California Board of Behavioral Sciences, including all confidentiality protocols and compliance with HIPAA laws.
- h. The YSB will provide programmatic quality oversight in collaboration with SSFUSD school staff, including evaluating the effectiveness of the program at the end of the school year.

PLEASE SEE LAST PAGE EXHIBIT A BUDGET BREAKDOWN OF SERVICES

SECTION 4. SSFUSD ROLE

In consideration of the services set forth above, the SSFUSD shall:

- a) Provide a confidential space for the services outlined above in Section 3
- b) Payment for the above services is made by the City of South San Francisco (as stated in Consulting Agreement with the City). Total is not to exceed \$601,593: Payment is for services delineated below:
 - YSB staff and supervision costs for High School Safety Advocate Programs and elementary school counselors: \$525,137
 - YSB trainees for elementary/Middle School Counseling Services; clinical supervision, training and oversight: \$85,437
 - Operating and Administrative expenses: \$78,469

SECTION 5. INDEMNITY AND INSURANCE

YMCA’S OBLIGATIONS:

- 1) YMCA of San Francisco will ensure all hiring criteria and procedures, such as fingerprint clearance and criminal background checks are met by all staff and volunteers for the duration they are placed within the school district.
- 2) YMCA of San Francisco shall defend, indemnify and hold harmless SSFUSD, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys’ fees) and liabilities (referred to collectively as “losses”) of any kind or character arising out of and in the course of YMCA’S performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of SSFUSD, its agents or employees.
- 3) YMCA of San Francisco shall maintain during this Agreement, at its cost, general liability insurance insuring against liability for bodily injury, including death, or property damage resulting from YMCA’s performance under this Agreement, with a limit of not less than One Million Dollars, automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker’s compensation insurance as required by applicable law, and Employer’s Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.

SSFUSD’S OBLIGATIONS:



- 1) SSFUSD shall defend, indemnify and hold harmless YMCA of San Francisco, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys’ fees) and liabilities (referred to collectively as “losses”) of any kind or character arising out of SSFUSD’s performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of YMCA of San Francisco, its agents or employees.

- 2) SSFUSD shall maintain during this Agreement, at its cost, general liability insurance insuring itself and YMCA of San Francisco against liability for bodily injury, including death, or property damage resulting from SSFUSD’s performance under this Agreement or use of the Facility for the Programs, with a limit of not less than One Million Dollars, and automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker’s compensation insurance as required by applicable law, and Employer’s Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.

- 3) SSFUSD at its cost, shall maintain on the Facility, fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.

- 4) All insurance required hereunder shall be primary (so that any contingent liability insurance of YMCA of San Francisco will not be called upon for contribution); non-cancelable without thirty (30) days advance written notice to YMCA of San Francisco; cover the indemnification obligations of SSFUSD to YMCA of San Francisco under this Agreement; and be evidenced by a certificate of insurance and related endorsement from SSFUSD’s insurance carrier.

- 5) SSFUSD agrees to notify YMCA in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this Agreement.

SECTION 6. NOTIFICATION

Formal notice between the parties under this agreement shall be addressed as follows:

| | |
|----------------------------|--|
| If to the school district: | South San Francisco Unified School District Dr. Shawnterra Moore, Superintendent 398 B Street, South San Francisco , CA 94080 |
| If to YMCA: | Youth Service Bureaus Jane Chandler, Director of Mental Health 1426 Huntington Ave. #100 South San Francisco, CA 94080 |



SECTION 7. MISCELLANEOUS

This Contract constitutes the understanding between the parties, and supersedes all offers, negotiations and other MOU's or contracts concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Contract must be in writing and executed by both parties.

APPROVED AND AGREED:

Wesley "Chip" Rich, VP of Operations
YMCA of San Francisco

Date _____

Shawnterra Moore, Ed.D.
Superintendent
SSF Unified School District

Date _____



**Exhibit A:
BUDGET and NARRATIVE DESCRIPTIONS**

| <i>South San Francisco Unified 2022-2023 Budget</i> | | |
|---|----------------------------------|---------------------|
| <i>High School Safety Advocates, Middle School Safety Advocates and Elementary School Therapist Positions</i> | | |
| Personnel | Weeks and hours per week | Salaries/ben |
| School Safety Advocate - El Camino HS | 40 weeks x 33 hours/week | \$ 59,826 |
| School Safety Advocate - South San Francisco HS | 40 weeks x 33 hours/week | \$ 59,826 |
| School Safety Advocate - Baden HS | 40 weeks x 17 hours/week | \$ 30,821 |
| Elementary School Counselor: Buri Buri and Los Ceritos Elementary | 40 weeks x 36 hours/week | \$ 65,225 |
| Elementary School Counselor: Skyline and Monte Verde Elementary | 40 weeks x 36 hours/week | \$ 65,225 |
| Elementary School Counselor: Junipera Serra and Martin Elementary | 40 weeks x 36 hours/week | \$ 65,225 |
| Clinical Supervision for 6 clinicians, 8 hours per week | 40 weeks x 9 hours a week | \$ 27,389 |
| Health benefits | 6 FTE's x \$8600 | \$ 51,600 |
| Total Staff Salaries and Benefits: | | \$ 425,137 |
| <i>YSB Clinical trainee Interns *(volunteers) at Elementary and Middle Schools</i> | | |
| <i>YSB Master-level trainee interns by school</i> | <i>Daily Rate @36 wks onsite</i> | <i>Total</i> |
| Los Ceritos Elementary (2 days per week) | \$ 9,493 | \$ 18,986 |
| Spruce Elementary (2 days per week) | \$ 9,493 | \$ 18,986 |
| Sunshine Gardens (2 days per week) | \$ 9,493 | \$ 18,986 |
| Alta Loma Middle School (1 day a week additional SSA support) | \$ 9,493 | \$ 9,493 |
| Parkway Heights Middle School (1 day a week additional SSA support) | \$ 9,493 | \$ 9,493 |
| Westborough Middle School (1 day a week additional SSA support) | \$ 9,493 | \$ 9,493 |
| Total Masters-Level Mental Health Trainee Support (9 days/week) | | \$ 85,437 |
| Operating Expenses | | |
| Supplies | | \$ 1,000 |
| Communication (phone) | | \$ 2,100 |
| Electronic Health Care Records | | \$ 9,450 |
| Total Personnel and Operating Costs | | \$ 523,124 |
| Administration/Overhead (15%) | | \$ 78,469 |



| | | |
|--|--|-------------------|
| <i>Total Cost of Services to SSFUSD*</i> | | \$ 601,593 |
| Details for clinical positions at SSFUSD school sites | | |
| 40 weeks includes 2 weeks for onboard training by YSB, school orientation, and client file closure, consultation with school at end of year, and file closing at termination | | |
| 5:1 ratio for direct face-to-face with clients to collaboration and administrative work Collateral consultation with parents and school staff weekly | | |
| 3 hours of clinical supervision at YSB weekly (1 hour of individual and a 2-hour clinical consultation group) as required by the Board of Behavioral Health Services, chart review and programmatic oversight. | | |



Contract For Programming Alternatives To Suspension Program

THE YOUTH SERVICE BUREAUS of the URBAN SERVICES BRANCH of the
YMCA OF SAN FRANCISCO
AND the **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

WHEREAS the YOUTH SERVICE BUREAU of the Urban Services Branch of the YMCA of San Francisco (“YMCA”) and SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (“SSFUSD”) mutually desire to effect a CONTRACT to define their relationship effective on **July 1, 2022**.

SECTION 1. THE PARTIES’ INTENT

- A. To establish and define the business relationship between YMCA and SSFUSD as it relates to the School Based Counseling Program for youth operating at the following SSFUSD school’s facilities) and;
- B. To serve as the guiding document as to the responsibilities of YMCA and SSFUSD for the operation of the School Based Counseling Program.

SECTION 2. TERM

- A. This contract will be in effect for the fiscal year **July 1st, 2022- June 30, 2023**. This Agreement may be terminated by either party at any time by giving prior written notice to the other party at least 30 days in advance of the effective date of such termination or may be terminated by mutual agreement of both parties.
- B. No alterations of variation of the terms of this Agreement shall be valid unless made in writing and signed by the Assistant Superintendent of the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT or his designee and the Executive Director of the Youth Service Bureaus

SECTION 3. YMCA ROLE

In consideration of the payment hereinafter set forth, YMCA shall perform the following services at assigned sites two full days a week paid for by SSFUSD and an additional 14 hours per week funded by San Mateo Get Healthy grant awarded to YSB for two years. YSB staff will therefore run various ATS programming 4 of 5 school days a week as agreed upon by both parties.

Alternatives to Suspension Program Description and Desired Outcomes

This program is designed to help suspended students engage in structured, therapeutic time during suspension to address underlying causes of suspension and increase engagement at school upon reentry.

Program Objectives

- 1) Suspended students improve personal awareness of reasons for suspension, decision-making, and opportunities for more supportive adult relationships on campus.
- 2) Students continue to address underlying causes of suspension through supportive reentry to campus.
- 3) Students increase overall connection to school through opportunities for continued therapeutic support on campus.



Output

- Up to 12 students per day, two days per week during school final semester of Academic Year 2022-2023. The goal is to provide ATS program for up to 345 students, with 80% attending only once, and 20% attending two times. This will result in a potential decrease of up to 345 off-campus suspension days for the school district.

Outcomes

1. Daily attendance is at least 80% of mandated students.
2. 80% of suspended students are not suspended again.
3. Short-term therapeutic outcomes. At end of day, students can: identify at least one aspect of the suspension incident under their control; develop at least one alternative action to avoid suspension; and identify at least one adult from whom they can seek help on campus.
4. Long-term therapeutic outcomes. A majority of students report making better decisions and having more supportive adults on campus
 - Outcome Measures:
 - Program attendance records
 - SSFUSD database
 - Student surveys at the end of day
 - Student work products during day (review and observation)
 - Student surveys administered two months after day of suspension.
 - Methodology and Evidence Based Practices:
 - While the amount of time that YSB staff will spend with each student is limited, we propose an approach that maximizes outcomes for students and SSFUSD will leverage existing programs to extended support for students after suspension.

The ATS environment is built around youth asset-development principals that provide students with an a physically and emotionally safe space in a low-risk environment removed from school to accomplish several goals, including: To make meaningful connections to adult mental health professionals who provide experience, care and respect in the delivery of services; reframing of “how you did wrong” to finding personal assets and strengths for problem solving; pro-social activities that provide challenge and engagement;

The ATS program is integrated into a systematic, collaboration with SSFUSD to ensure that student progress is tracked backed to campus and that students engage in school better over the long term. The systems approach will start at the referral process where the ATS site will received referrals directly from an appointed district staff point person. The point person will be responsible for referrals, attendance tracking, and refer students to other identified services when indicated.



∞ ***PLEASE SEE LAST PAGE EXHIBIT A BUDGET BREAKDOWN OF SERVICES***

SECTION 4. SSFUSD ROLE

In consideration of the services set forth above, the SSFUSD shall:

- a) Provide a designated and appropriate space for the services outlined above in Section 3
- b) Payment for the above services is made by the City of South San Francisco (as stated in Consulting Agreement with the City). Total is not to exceed \$48,658

SECTION 5. INDEMNITY AND INSURANCE

A YMCA'S OBLIGATIONS:

- 1) YMCA of San Francisco will ensure all hiring criteria and procedures, such as fingerprint clearance and criminal background checks are met by all staff and volunteers for the duration they are placed within the school district.
- 2) YMCA of San Francisco shall defend, indemnify and hold harmless SSFUSD, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of and in the course of YMCA'S performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of SSFUSD, its agents or employees.
- 3) YMCA of San Francisco shall maintain during this Agreement, at its cost, general liability insurance insuring against liability for bodily injury, including death, or property damage resulting from YMCA's performance under this Agreement, with a limit of not less than One Million Dollars, automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and Employer's Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.

B. SSFUSD'S OBLIGATIONS:

- 1) SSFUSD shall defend, indemnify and hold harmless YMCA of San Francisco, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of SSFUSD's performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of YMCA of San Francisco, its agents or employees.
- 2) SSFUSD shall maintain during this Agreement, at its cost, general liability insurance insuring itself and YMCA of San Francisco against liability for bodily injury, including death, or property damage resulting from SSFUSD's performance under this Agreement or use of the Facility for the Programs, with a limit of not less than One Million Dollars, and automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and



Employer’s Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.

- 3) SSFUSD at its cost, shall maintain on the Facility, fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.
- 4) All insurance required hereunder shall be primary (so that any contingent liability insurance of YMCA of San Francisco will not be called upon for contribution); non-cancelable without thirty (30) days advance written notice to YMCA of San Francisco; cover the indemnification obligations of SSFUSD to YMCA of San Francisco under this Agreement; and be evidenced by a certificate of insurance and related endorsement from SSFUSD’s insurance carrier.
- 5) SSFUSD agrees to notify YMCA in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this Agreement.

SECTION 6. NOTIFICATION

Formal notice between the parties under this agreement shall be addressed as follows:

If to the school district: South San Francisco Unified School District
 Dr. Shawnterra Moore, Superintendent
 398 B Street,
 South San Francisco , CA 94080

If to YMCA: Youth Service Bureaus
 Jane Chandler, Director of Mental Health
 1426 Huntington Ave. #100
 South San Francisco, CA 94080

SECTION 7. MISCELLANEOUS

This Contract constitutes the entire Contract and understanding between the parties, and supersedes all offers, negotiations and other Contracts concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Contract must be in writing and executed by both parties.

APPROVED AND AGREED:

| | | |
|---|---|--|
| | | |
| Wesley “Chip” Rich VP of Operations YMCA of San Francisco | Jane Chandler, Mental Health Director Youth Service Bureaus of the YMCA YMCA of San Francisco | Shawnterra Moore, Ed.D. Superintendent SSF Unified School District |
| Date _____ | Date _____ | Date _____ |



Exhibit A:
BUDGET and NARRATIVE DESCRIPTIONS

| South San Francisco Unified 2022-2023 Budget | | |
|---|--------------------------|--|
| Alternative to Suspension 4-days per week Academic Year 2022-2023 | | |
| Personnel | | |
| <i>ATS program staff 2 days a week August 11-June 1st. 14</i> | 42 weeks x 18 hours/week | \$ 34,632.00 |
| <i>2 additional staff days a week August 11- June 1st.</i> | 42 weeks x 14 hours/week | Funded by San Mateo County Get Health Grant. |
| <i>*includes 2 weeks training and prep time two weeks prior to school year commencement. Includes salaries, payroll taxes and retirement benefits</i> | | |
| <i>Health Care benefits</i> | (.8 FTE x \$8424) | \$ 6739.00 |
| Expenses | | |
| Supplies | | \$ 650.00 |
| Electronic Health Care Records | | \$ 290.00 |
| Administration/Overhead (15%) | | \$ 6,347.00 |
| | | |
| Total | | \$ 48,658.00 |

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of June 23, 2022

This meeting included closed captions which required the Board to provide a break, for the captioner's benefit, after approximately every 90 minutes.

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Conference with Legal Counsel- Pending Litigation pursuant to Government Code section 54956.9(d)(1) (one case), OAH Case No. 2022010128
2. Superintendent evaluation.

RECONVENE INTO OPEN SESSION - 7:02 p.m.

B. ROLL CALL

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

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

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

MOTION #232 (Lujan/Murray) to approve an agreement regarding OAH Case No. 2022010128. Motion Carried (Unanimous)

F. REVIEW OF AGENDA - No changes

G. PTA COUNCIL REMARKS - None

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - None

California School Employees Association Chapter 197 - President Jolene Malfatti thanked the District for extending the Worksite Labs COVID 19 testing site for summer school and encouraged all Classified employees to take advantage of it. She noted the increase of prices and the financial struggles this causes and hoped the District realizes the impact things like parcel taxes will have on the community and staff. She does not want to have more employees leave SSFUSD to move to better paying districts and is willing to help the District with employee retention. "...I hope everyone has a wonderful summer, and again I hold you all in high esteem for surviving the school year and making it successful for our students. I'm very impressed and thankful for you all."

I. PERSONNEL COMMISSION - Assistant Superintendent Jay Spaulding reported that the last meeting was held on June 13. During that meeting, they ratified ten position announcements. The next Commission meeting is on August 15, 2022.

J. ITEMS FROM BOARD - None

K. SUPERINTENDENT'S REPORT

- a. Summer School** - Superintendent Shawnterra Moore reported that the District is currently in the second full week of the summer school program. Most programs are full and engaging for students this year. Programs include the Big Lift Inspiring Summers, STEAM, Elevate Marth, in-person computer activities, high school credit recovery, and the Extended Year Program. She is proud of summer school teachers, staff members, and parents for their commitment to continue learning in the summer months.

The teachers in the STEAM, Elevate, and Big Lift programs have had a wonderful opportunity to receive intensive professional learning to prepare them for the summer sessions and they will also receive coaching support throughout the program. She congratulated them for their hard work and thanked everyone involved with these programs created for the students.

L. PUBLIC COMMENTS - None

M. INFORMATION ONLY PRESENTATION

1. BUSINESS SERVICES

a. Facilities Department

Director Wazi Chowdhury provided an overview of the Facilities Department including staff, deficiencies, projects, and District needs.

District LCAP Goals

Mr. Chowdhury said Facilities is aligned with goals #1 and #2.

Academic Achievement (LCAP Goal 1) - Much research has been conducted that has shown the correlation between a healthy learning environment and student achievement. A great functioning ventilation system with the requisite air changes, clean and green classrooms, a safe refuge, and a connection to nature through natural light and greenspace has shown elevated academic outcomes.

Staff and Professional Development (LCAP Goal 2) - Maintenance staff take pride in maintaining clean and safe facilities which students look forward to coming back to daily. Staff is trained to value the work that is critical to achieving an enhanced environment for the 21st century learning experience.

CAR (Communication, Achievement, Relationships)

The SSFUSD car metaphor is a journey to excellence, providing students a superb learning experience by visiting classrooms daily, collecting walk through data and providing ongoing feedback to teachers and support staff. Mr. Chowdhury said they are all in the same car with the same goals of creating an environment for children to thrive.

Facilities Staffing Challenges

- The Facility Department has had a number of staff vacancies for a year now and it has been difficult filling them.
- This makes it challenging to address all the work orders in a timely manner.

- The vacant positions include groundkeepers, maintenance staff, and custodial staff.
- Management is using outside janitorial companies to cover some of the custodial work needed to the extent possible, especially with COVID-19 cleaning.
- Outside companies may also be needed for the grounds work.

Critical Deficiencies in Facilities

Director Chowdhury showed photos of District buildings having some of the following issues:

- Breach of building envelope – leaking roofs, flooding on school grounds
- Surface runoffs - asphalt yards, percolating surfaces near buildings
- Failure of closed pipe systems - sanitary sewer, storm water
- Falling trees and branches and complaints from neighbors
- 'End of life' issues with many systems
- A lot of deferred maintenance work and aging facilities

Immediate Problems Being Addressed

- SSFUSD's buildings and site utilities are 60 plus years old on average and need a lot of work above and below ground.
- Need to be proactive in mitigating the situations from arising because it also deals with health of students, not just the inconvenience.
- Some systems are so old it is difficult to find anyone to service them. For example, the large vitreous clay sewer pipes beneath the school sites have outlived their usefulness and are notorious at breaking apart. When they break, it can cause sewage to back up into the school. The work to replace them takes many days, which would result in a possible school closure during the work.
- Projects include:
 - Sewer line repair and sewer/storm line repairs at Alta Loma MS. Staff was able to prevent the sewage from backing up into the school by quickly retaining an outside contractor.
 - Pedestrian bridge at ECHS when the elevator is not working
 - Kitchen and cafeteria at both SSFHS and ECHS
 - Baseball field high fencing under construction
 - Temporary refrigeration unit at ECHS in progress
 - HVAC designs at several schools: COVID has created a need to have a high-functioning ventilation system. Some buildings need further improvements and replacement of old furnaces. Projects need to be approved by DSA prior to being implemented.

Division of State Architect (DSA)

- The DSA is the jurisdictional authority governing design and construction at all public schools in the State of California.

- There are very specific rules for which projects can be exempted from DSA review and approvals. Often, older projects have been completed without getting the approvals, and efforts are being made to grandfather those through subsequent projects.
- DSA reviews for three critical items prior to approving projects:
 - Accessibility:
 - ♦ DSA has jurisdiction over access compliance for all building in schools
 - ♦ Many District schools have deficiencies in this area including stairs, ramps and walkways.
 - Structural Safety
 - ♦ Since the publication of AB300 list in 2002, around a dozen buildings of the District were listed and recommended for further studies. The list was developed through a “paper screening” on structural systems, and done by professional structural engineers contracted by and at the behest of DSA. Building codes in California are updated every three years, and while the changes are incremental, there have been substantial changes in the structural codes since 1976.
 - ♦ AB300 requires the DSA to conduct paper screenings of buildings for safety and all school districts in California, including SSFUSD, were provided a list of schools that were recommended to be studied.
 - ♦ Since no structural improvements of many older District buildings were done due to the original construction, some structural upgrades to buildings are warranted.
 - Fire and Life Safety
 - ♦ In recent years, due to several changes in the Facilities Department leadership, many of the required testing and inspection of fire and life safety systems, as required by Title-19, were not done in a timely manner, and lot of work has accumulated.
 - ♦ The newly appointed Fire Marshal for the SSF has been vigilant about the District’s need to comply with the letter of the law, and several correction notices have been issued. Taking care of items noted are both the specific school’s, as well as the Facilities Department’s responsibility. For example, a lack of housekeeping at schools in maintaining clear egress with stored material and running extension cords across exit paths, are some of the most cited items. For Facilities, timely inspections and maintenance need to be followed through consistently.
 - ♦ Facilities department is currently working on adopting and restoring those practices, and it is getting increasingly harder to service aged equipment that few, if any vendors continue

to service. The only option may be to remove and replace all of these old systems.

Facility Needs and the Work Ahead

- Staff is working with Eric Hall & Associates (EH&A) to update the District's Facilities Master Plan.
- It will look at the critical facility needs, secondary facility needs, education program needs, and future facility needs.
- Between 2010 and 2022, the cost of goods and services has gone up significantly and will likely continue. This is due to inflation and the global supply chain issues impacting the economy.
- The estimated amount of facility needs presented in March 2022 was over \$500M and appears to have been underestimated.

Need for a Bond

- It is customary for Districts to float Bonds between **every five and seven years**, as no single Bond measure can address all of the needs of a school district in California.
- **SSFUSD has had no Bonds passed over the past decade.**
- Local bond funding has also become the norm as the State funding for modernizations lag by years, and are by themselves not sufficient to address the needs of aging buildings and infrastructure.
- Fifty year old buildings often attain landmark status. However, such District buildings were not 'substantially-built' in the first place and aging badly, riddled with problems. Lack of adequate funding only offers the options for band-aid approaches.
- The "band-aid" approach of trying to resuscitate these buildings has resulted in putting 'good money after bad.'

Looking Ahead

- Delays in efforts to raise monies will only perpetuate what exists today and exacerbate the crises along too many fronts.
 - Sub-standard classrooms and learning spaces for majority of the students of this District for another decade as a child makes his/ her way from Pre-K and/or TK, and K-12
 - Classrooms with chronic problems that will tend to interrupt a continuous healthy and pleasant learning experience
 - Safety and security in schools has become a top priority and must be addressed.
 - There may not be as favorable a time like this in the near future, to appeal to the voters and garner their support for a bond.

Trustee Patricia Murray said it is frightening that the District is out of compliance and campuses could be safer. She appreciated the amount of work put into the presentation along with the information on a bond. She reiterated that most districts pass a bond every five to

seven years and SSFUSD has not had one in eleven years.

Trustee Chialin Hsieh thanked Mr. Chowdhury for his presentation and echoed the safety and accessibility issues. She appreciates him pointing things out what work needs to be done.

Vice President Mina Richardson asked Director Chowdhury which one item throughout the District has priority and must be addressed in the next two years. He said the new SSF Fire Chief is sending several inspectors to the District. Some things are not by the book, but are probably not unsafe. He reiterated items from his presentation - accessibility, and life and safety issues. She said it was difficult to justify the amount of money based on the report. The majority of schools have been remodeled already, although there are a few problems associated with those remodels. She thought plumbing was a major issue. She does not want to see band-aids, wants to eliminate portables, and see brand new schools built. He replied that only about 15-20% of District building needs have been addressed and old portables were replaced with new modular buildings. She stated that portables have a life of only ten years and must be constantly replaced. Vice President Richardson said utilities and mechanical systems have not been touched. "We have to weigh whether it's worth putting good money into bad or just knocking down those buildings and building new." He said there is no reason to panic, but there is a lot of work to do. The District has only fourteen portables left and most of them are not being used as classrooms. The Measure J Bond plan was to replace portables with modulars. His concern is with the older buildings that have not been evaluated in 30 to 40 years.

President John Baker said residents of post-war growth homes need yearly maintenance and over time this costs more than tearing down and replacing the home. This is what has been seen in schools as well these days and he wants safer, newer schools.

N. PRESENTATION WITH POTENTIAL ACTION

1. BUSINESS SERVICES

a. Facilities Master Plan (FMP)

Assistant Superintendent Ted O introduced Barry Dragon from Eric Hall & Associates, who presented an overview of the District's Facilities Master Plan which includes information on student enrollment analysis and projection, classroom capacity analysis, facility condition assessment, safety and security assessments, and facility improvements for a 21st century teaching and learning environment.

Mr. O reviewed the purpose of the FMP. A school district has the responsibility to provide a quality learning environment with safe and adequate facilities for students and staff. As schools age, a significant investment into the facility is required in order to preserve the asset and provide a suitable learning environment. A comprehensive FMP is a central element of the District's planning process. It provides information regarding current and future needs for housing, quality of existing facilities, and facilities -- renovation and expansion requirements and needs to support the District's educational and programmatic goals. An FMP also assists the District in identifying funding needs for capital improvements and developing financing options. The FMP is a living document and will be a road map for renovating existing facilities, improving safety and security at schools, creating outdoor learning environments for students, especially important during COVID-19, and introducing new technologies in a context of resource sustainability. This road map is a five to ten year journey of creating 21st century learning environments and preparing modernization of our existing schools. He said the full FMP will be ready within the next few weeks and will be shared with the Board, the public, and also be posted on the District website.

Introduction

A long-range (FMP) is an important study that:

- Identifies educational needs of the spaces at sites
- Projects student enrollment
- Calculates classroom capacity
- Assesses facility conditions
- Identifies education specifications and improvements needed
- Identifies funding options and opportunities

Demographics and Enrollment Projections

In conducting the enrollment study, EH&A utilized data derived from a number of sources including the US Census Bureau, statewide enrollment data, the California Dept. of Public Health, and CALPADS.

Population Forecast

- The population within the District was outpacing the State's growth.
- From 2010 to 2019 (most recent data available), the District's population grew from 77,916 to 84,539, a significant increase of 8.5%. In the same period, the population in California grew 5.6%.
- Slowdowns in births and immigration coupled, with an increase in deaths, and an increase in "out-migration" resulted in California's population returning to 2016 levels of 39.2M in 2021.
- In 2015, North San Mateo County had 98,000 households. By 2050, it is projected to have 166,000 households - 70% Growth (pre-pandemic projection).

SSFUSD has had much change in the last two years in terms of enrollment levels and the amount of attrition.

Housing Units Within SSFUSD

- 26,335 housing units in 2010 with 96.1% occupied
- 28,429 housing units in 2019 with 96.7% occupied
- 31,379 housing units expected by 2030

SSFUSD Age Distribution

- Between 2010 and 2019, the median age rose from 39.4 to 43.7.
- School age population (5-19) dropped from 17.4% of the population to 12.2%.

SSFUSD Birth Rate

- Births have been on a downward trajectory since the mid-90's with some "ups" and "downs"; but have had a more sustained decline since 2007.
 - In 1995, births in the region were at 1,724 and have declined to 1,230 in 2020.

Comparison of Births to Kindergarten Enrollment

- From 2004 to 2016, births dropped from 1,520 to 1,405 and kindergarten enrollment decreased from 782 to 613. In this period, the ratio of kinders to births decreased from 51.4% to 43.6%.

Historical Enrollment

- As of the 2021-22 school year, the District served a population of 7,933 students.
- Over the past 11 years, SSFUSD's enrollment has steadily decreased from 9,348 students in 2011-12 to 7,933 students in 2021-22, an overall decrease of 15%.
- This trend is happening throughout districts in California.
- The pandemic has made things more complicated in terms of student retention.

Elementary schools - 14.7% drop over past 11 years. Spruce ES was most affected with a reduction of 121 students.

Middle schools - 15.9% drop over past 11 years. Westborough MS was most affected with a reduction of 138 students.

High schools - 15.3% drop over past 11 years with both ECHS and SSFHS being equally affected.

Enrollment Projections

Critical Factors:

- Cohort Survival (Retention) Trends - indicates how many students in 6th grade will advance to 7th grade, 7th to 8th grade, etc.
- Residential Development - how many students are generated out of a dwelling unit.

- Student Generation Factors (SGF) - people in many districts are having fewer children, thus generating less students. In all SSFUSD schools, the projection of students generated per new residential housing unit is .348.
- State/local economic conditions
- “In/Out”-migration - how many people are coming into or leaving the State/SSFUSD.
- Methodology employed

Enrollment absent residential development would have been projected as follows:

- 7,933 to 6,863 students through the remainder of the decade
- Would have represented a 1,070 loss, or 13.5%, in student population
- Anticipate 2,950 new residential dwelling units over the decade
- Projected to add 1,055 students over the next 5-7 years based

Enrollment History and Projections

Based on new development, Parkway Heights MS and Westborough MS will be most impacted. There are other tools the District can use in order to make sure schools are balanced in terms of their utilization.

Impact of Enrollment Growth

Of the 2,950 new residences, projections are 477 ES students, 240 MS students, and 338 HS students. Schools most highly affected based on location of the new developments are Los Cerritos ES, Parkway Heights MS, Sunshine Gardens ES, SSFHS, and ECHS.

Enrollment Projections vs. Capacity

Mr. Dragon showed each school’s capacity, projected enrollment and utilization percentage for 2024-25, 2027-28, and 2030-31. The highest utilization percentages of 90% or above would occur beginning in 2024-25 at Parkway Heights MS, Westborough MS, ECHS, and SSFHS. No site is projected to have less than 50% capacity utilization.

Capacity to Projected Enrollment

- Illustrates the capacity utilization at 3-year intervals beginning in 2024-25 and extending through 2030-31
- Portable classrooms currently account for 4% of the total classroom inventory District-wide.
- Of the 4% (18 portables), most are currently being used for non-instructional purposes; but could be put into use for educational purposes and relocated, if necessary.

Facility Needs Assessment and Project Prioritization

The 2017 FMP, feedback from site leadership, information from the Facilities Department, original cost estimates, and cost data escalated

to 2025 dollars, were established as the mid-point of construction and used to develop the facilities needs assessment. Total Facilities Needs/Costs were divided into six categories and identified with the following level of projected needs:

| | |
|-----------------------------------|----------------------|
| Elementary Schools | \$201,726,369 |
| Middle Schools | \$146,391,050 |
| High Schools | \$311,851,145 |
| Other Sites | \$71,355,153 |
| Other Closed/Leased Sites | \$59,280,276 |
| District-wide Needs | <u>\$136,500,000</u> |
| TOTAL NEEDS – ALL PROGRAMS | \$858,853,994 |

Prioritized Needs by Program

Once Total Project Costs were established, a tentative prioritization on a program-by-program basis was performed using information from the sites as well as the Facilities Department. The approximate allocation (rounded) of resources based on identified needs of prioritized projects was as follows:

| | |
|-----------------------------------|----------------------|
| Elementary Schools | \$109,000,000 |
| Middle Schools | \$72,000,000 |
| High Schools | \$141,000,000 |
| Other Sites | \$14,000,000 |
| Other Closed/Leased Sites | \$87,000,000 |
| District-wide Needs | <u>\$13,000,000</u> |
| TOTAL NEEDS – ALL PROGRAMS | \$436,000,000 |

Summary of Bond Measure Scope and Budget

One goal is to make sure the same programs exist in comparable schools from an equity and parity standpoint.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT BOND MEASURE PLANNING SCOPE & BUDGETS

| SCOPE OF WORK SUMMARY | | |
|--|----------------------|---|
| Safety and Security—Additional Security Cameras, Site Fencing & Gates, Access Control | | |
| HVAC Upgrades—improve learning environment for students and working environment for staff | | |
| Infrastructure Improvements—sewer lines, site drainage, water lines | | |
| Building envelope upgrades—roofing, walls, windows | | |
| Site Improvements—Playgrounds, Parking/Drop-off, Fields | | |
| Resiliency upgrades—Keep campuses operational during power outages | | |
| Exploratorium/Library for Los Cerritos & Sunshine Gardens—educational program parity with other sites. | | |
| Transitional Kindergarten/Early Education Classrooms | | |
| Theater Renovations at El Camino HS and South San Francisco HS | | |
| New Gym/Locker/Athletic Facilities at Secondary School sites | | |
| Other Sites Basic Repairs—at leased, other sites—roofing, HVAC, safety | | |
| Central Kitchen Upgrades—kitchen equipment, expanded capacity | | |
| Workforce Housing—project funding to ensure long-term affordability for staff | | |
| District-wide Projects—Technology, Furniture/Equipment | | |
| SITES | PLANNING BUDGET | REFERENCE |
| ELEMENTARY SCHOOLS | \$109,000,000 | Buri, Junipero Serra, Los Cerritos, Martin, Monte Verde, Ponderosa, Skyline, Spruce, Sunshine Gardens |
| MIDDLE SCHOOLS | \$72,000,000 | Alta Loma, Parkway, Westborough |
| HIGH SCHOOLS | \$141,000,000 | ECBS, SSFHS, Baden (Adult Ed) |
| OTHER SITES | \$14,000,000 | Hillside, Childrens Center, Serra Vista, District Offices |
| DISTRICT-WIDE PROJECTS | \$87,000,000 | Workforce Housing, Central Kitchen, Technology, F&E |
| MANAGEMENT & RESERVE | \$13,000,000 | Program costs and risk reserve |
| TOTAL PLANNING BUDGET | \$436,000,000 | |

Profile Sheets

A profile is being created for each school site. It provides an overview of the site and lists improvements needed. Mr. Dragon shared example sheets for an elementary, middle, and high school.

Priority Needs - Other Sites

| | |
|-------------------|--------------------|
| District Office | \$5,854,517 |
| Children’s Center | \$2,127,000 |
| TOTAL | \$7,981,517 |

Priority Needs - Other Closed/Lease Sites

| | |
|--------------|--------------------|
| Hillside | \$5,172,094 |
| Serra Vista | \$1,000,000 |
| TOTAL | \$6,172,094 |

Priority Needs by Site

| | |
|-----------------------------------|----------------------|
| New Central Kitchen | \$10,000,000 |
| Workforce Housing (Foxridge) | \$70,000,000 |
| District-wide Technology | \$4,000,000 |
| District-wide FF&E | \$3,000,000 |
| Program Management | \$8,000,000 |
| Program Contingency | \$5,000,000 |
| TOTAL NEEDS – ALL PROGRAMS | \$100,000,000 |

Potential Funding Resources

These funds are current as of June 30, 2021. The amounts may change with the 2021-22 actuals.

| Fund Description | June 30, 2021 Unaudited Actuals |
|--|------------------------------------|
| Building Fund – Fund 21 | \$5,512,239 |
| Capital Facilities – Fund 25 | \$6,045,284 |
| Special Reserves for Capital Outlay Projects – Fund 40 | \$4,403,517 |
| GRAND TOTAL | \$15,961,040 |

Summary

- Enrollment declines are partially offset and deferred by planned residential development.
- In general, capacity utilization does not present an issue going forward although middle and high schools will likely be the most impacted.
- The District will need to frequently update and revisit the CIP planning documents.

- The District's total needs of \$858M exceeds its current funding capabilities, but is quite common given the general age and condition of many California schools.
- The FMP should be considered a living document and can be utilized as a general roadmap in fulfilling the community's facility needs.

Next Steps

- Board to discuss and approve the FMP
- Continue the prioritization process to ensure the highest priorities are completed
- Continue to pursue State funding
- District to periodically review and update the Master Plan's:
 - Enrollment projections
 - Classroom inventories
 - Condition assessment of facilities
 - Funding options

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

Trustee Murray asked, in regard to capacity utilization, if the Adult Ed. program at Baden was taken into account. Mr. Dragon said it was not since only the student population of 9th to 12th graders was included.

Trustee Murray questioned whether the generation rates took private schools into account. Mr. Dragon said only the public schools were included.

Vice President Richardson inquired if the impact of charter schools and other non-traditional schools was taken into account. Mr. Dragon replied that they were not taken into account. They look at the historical progression of students and charter schools are not part of the mix. The ratio of cohort survival/retention rate is used to determine how many students are going to progress to the next grade level.

Vice President Richardson asked if the 2017 FMP was used for comparison. Mr. Dragon confirmed that many of the projects they identified were included. Prices are different because they have escalated and compared to the 2025 prices have increased by 57%.

President Baker said he wanted to see the individual school profiles soon. He noted that a lot of families have left the area because they cannot afford to purchase a family home. And some current residents are remaining in their homes because of the Prop 13 tax benefits. Some new construction will not contribute much to enrollment since they are one bedroom or studio apartments. "But for community

members, it is important to remember the cost to educate a student in terms of facilities are not necessarily linear with enrollment. Especially when you talk about fixed costs for facilities infrastructure. It stays the same whether a middle school has 600 students or 700 students.” “We have smaller class sizes than we did decades ago, meaning for the same number of students we need more classrooms. We need intervention specialists at many of our schools. They need space. After-school childcare needs space. Working on improving mental health and counselors needs space. That's not even to mention the TK...” “We need good facilities and we need to study what those facilities are, whether or not...we approve a bond measure and whether or not that bond measure passes, we need to discuss how we're going to have space for all those people. “We need to keep investing for our students and their families deserve it.”

ACTION

1. BUSINESS SERVICES

a. **Resolution No. 22-47 of the Board of Trustees of the South San Francisco Unified School District Ordering a School Bond Election, and Authorizing Necessary Actions in Connection Therewith**

Assistant Superintendent O shared his thoughts on the bond resolution with the Board and community before the Board discussed it and took action. The last SSFUSD bond, Measure J, was passed over eleven years ago. “... it is customary for the District to pass a bond within five to seven years to address the needs of the District. So, we're way overdue...” SSF taxpayers have the lowest bond rate in San Mateo County due to no bond having passed for many years. The District has “...dilapidated facilities, according to the latest long-range FMP. A poll done earlier this year shows very strong support for the \$60 per \$100K assessed value per year. The District can generate up to \$436M in bond funds...” “This will only cover about half of the \$850M in facility needs. The amount the property owners pay on the bond is based on the assessed value of the property and not on the current market value. “...in SSF...close to 52% of the single family homes have an assessed value of under \$500K...which means these property owners only pay \$300 or less per year for the bond.” “So, the difference between a parcel tax and a bond is that parcel taxes are used to pay for programs, for example music, athletics, science, reducing class sizes, and staff or employees raises, while a bond is used to pay for facility needs and infrastructure improvements and reducing cash flow.” There are insufficient State funds to pay for the

facility needs and infrastructure improvements. Mr. O stated that November 2022 is the right time to call for a bond. One of the past outstanding bonds will get paid off in 2023. A bond will take care of both the facility needs as well as the workforce housing needed to help recruit and retain staff for the District. A bond/workforce housing is a Board priority for 2022-23. “We recognize that funds and certain protocols that were implemented from the previous bond could have been better managed, however we have a new Board and Cabinet members in place as well as new leadership and facilities...to do our best for our students, staff and community and we continue to lead and operate with transparency”. He shared that the District completed a bond refinancing in January 2022, which was a lot work and not something that the District is required to do. However, it saved taxpayers \$3.6M. “In conclusion, I wanted to provide this information for the Board and the community to ensure we have a clear understanding of the need, context, and desire of staff to move forward with the bond resolution to enhance our facilities in ways that our students and community deserve, especially those in modernized communities.”

Vice President Richardson said most cities wait to pay off bonds before passing a new one. SSFUSD currently has two outstanding bonds. If the bond resolution is passed, at 30 years, the District will have spent at least \$1B for those bonds and \$436M on this bond. While she agrees the work is needed, she believes the timing is off because of the big struggle right now. With a five year parcel tax, it is paid off in five years and taxpayers do not have more debt. The resolution is a long-term debt of 33 years. She said after this the District will have more needs and this bond is just providing band-aids. Vice President Richardson said items like cameras and smart boards are not facilities and should not be included in the bond. Instead of putting this into old buildings, they should start building schools from the ground up. She thinks the timing would be better in 2024. She noted that some HVAC units are still working and replacing them can wait until the economy is a little better. It would be considerate of the Board to wait and understand this is a difficult time with many people struggling. Mr. O reiterated that SSFUSD has not passed a bond in 11+ years and it is last in terms of school districts in San Mateo County for how much homeowners pay for bonds. Other districts pass a bond, and then pass another five to seven years later in a continuous cycle. “We don't get any funding from the State so that's how the high schools and other schools maintain the facilities because they have ongoing bonds...” He said the reason the District can pass a \$436M bond is because we have not passed a bond for so long. The District has a lot of needs. He referenced the sewer pipe problem at Alta Loma MS which could

have resulted in closing the school for a week or two if the was not quickly corrected. This would have impacted the learning and parents who would need to care for their children while they are out of school. Since most of the schools are over 50 years old, their clay sewer pipes can break any time which is a huge underground risk. Mr. O said there are a lot of emergency needs that must be addressed right away because when they happen, it will be too late. He added that a lot of the HVAC is not functioning as it should and a top priority is to upgrade all the units to filter out the COVID-19 virus or other future virus strains. "There is a lot, that's why they identified over \$350M worth of facility needs because we haven't done as much over so many years because we haven't been passing bonds like our neighbor schools used to address the facility needs. That's why we're [in] this predicament."

Vice President Richardson informed the Board that four bonds from other school districts were put before voters in a low turnout and one did not pass. She wanted to stress that it would be good to wait a few more years when the economy is stronger and people are feeling generous. She said the bond costs will be passed down from owners to renters. Voters are passing much lower bonds that this one. She prefaced her comments in saying she agrees the District needs workforce housing, but a smaller bond is needed. She noted that in Daly City, they supplemented their bond and she would like this resolution to state that the Board will seek philanthropy. Mr. O stated that, per bond counsel, certain language is statutory and cannot be changed. Vice President Richardson said she has seen it in other resolutions, but Mr. O said counsel recommends not including those details. Mr. Don Field, of Orrick, Herrington and Sutcliffe LLP, the District's bond counsel, commented on other revenue sources. "One, there is a reference that the District does pass a bond it would qualify it for State matching programs to the extent those get funded." Also, in Exhibit A, under the Title Bond Project, a paragraph recognizes that the school districts include more projects on their project list than can be funded with the bond amount. He said the reason for that is if the District gets matching State funds or other revenue sources to fund one project, they want to be able to fund another project. The bond resolution does recognize that the District will seek other revenue sources, but it is not the appropriate document to set out the specifics and that will be done as part of the facility planning process.

Trustee Daina Lujan said the timing is good now. She acknowledged Vice President Richardson's comments on things costing more and also listened to the long-term outlook. She said in a future recession, it will be even harder to pass a bond measure. "I also believe when I think of our students, they should be able to access bathrooms with

toilets that flush and classrooms should have adequate electricity. I know these upgrades are not showy or shiny or fun. When you do earthquake retrofitting, it is not pretty...but it sure makes me feel a lot safer about our students...” She asked Dr. Spaulding approximately how many job candidates are interested in working in SSFUSD, but realize they cannot afford to live here. He replied it would be close to a third, if not more of those who apply. She also asked about the annual percentage of employees who leave because they cannot afford to live here. Dr. Spaulding replied that he provides that information to the Board every fall from the exit survey data. Right now, about 50 employees have resigned. They are staying in the profession, but 15% are leaving the State, 15% are leaving the area, and about 5% are moving to higher-paying districts in the area.

Dr. Hsieh asked Trustee Lujan the intention of her questions. Trustee Lujan said one item identified in the bond measure is workforce housing and it would be a selling point during recruitment to offer housing to employees, certificated and classified, below market rate. Dr. Spaulding added that during in-person or virtual recruiting this year, workforce housing is a frequently asked question before people apply.

Trustee Murray said workforce housing is a small amount of the bond. The District is fortunate to have the land and be able to build this. She noted that there is over \$800M worth of facilities needs and the bond is only for \$436M. She prefers to have the bond now rather than later because there are unknown issues which happened due to the aging facilities. Some emergency needs must be addressed now. “...nobody can learn or teach when they don't feel safe and they don't feel like they're in this great place so we can do that and we can do that now.”

President Baker said “...you get what you pay for and our school facilities reflect that.” He noted that several times teachers or staff speak about the effects they suffer from deferred maintenance. The bond will help with plumbing problems, structural safety issues, and the need for better security. “I ran in 2018 with a goal of renovating our East side schools that missed out in the 2011 bond. Passing this measure will help address that. That's not even talking about the education this bond can offer.” He agreed with Vice President Richardson that “...the economy is not great right now but to put these repairs off to later could be disastrous, interest rates rise and will cost more. I think we need to strike now.” He reiterated that SSFUSD has the lowest bond rate in San Mateo County, while some taxpayers in other districts, such as Burlingame, pay on both elementary and high school bonds. “We have the lowest bond measure, and our students are suffering because of it.” He confirmed that the cost of this bond will

not greatly affect homeowners who purchased their homes 30 years ago since those residents pay on the assessed value. President Baker said insufficient housing in the community leads to high costs and long commutes for staff. “This bond will help us fund and build housing for a portion of our staff. We have neighboring districts that are opening up facilities now and despite planning for this for years...we have not been able to come up with the funding for it. This will do it. If we were able to attract staff for subsidized housing it will lead to more experienced teachers...and better education for our students...” He supports this bond for safe and effective schools and good education.

Vice President Richardson said no one is disputing the need, but she is talking about the timing of the bond. If the Board prioritizes workforce housing, the bond should be closer to \$80M, not \$400M. She has repeatedly seen that smaller bonds are easier to pass. Right now, the District is in litigation and using bond funds. She does not see any safeguards, just arbitrary numbers. President Baker said the District has won the legal fight and is now discussion on how to settle the lawsuit.

MOTION #233 (Murray/Hsieh) to adopt Resolution #22-47: To call an election within the District for the purpose of approving school bonds, to request the Registrar of Voters of the County of San Mateo to conduct the election on behalf of the District, and to authorize the preparation of election materials including ballot arguments and tax rate statement, to be included in ballot pamphlet. (AYES: Baker, Hsieh, Lujan, Murray; NOES: Richardson). Motion Carried on a 4-1 vote.

O. CONSENT AGENDA

MOTION #234 (Murray/Lujan) to approve Item 1a, Minutes to the regular Board meeting, May 26, 2022; Item 1b, Minutes to the regular Board meeting, June 9, 2022; Item 1c, Minutes to the special Board meeting, June 13, 2022; Item 2a, ECHS students attending CADA conference in the University of Santa Barbara; Item 3a, Certificated Personnel Assignment Order; Item 2b, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, May 1 - 31, 2022; Item 4b, Warrant Register, May 1 -31, 2022; Item 4c, Cash Receipts, May 1 - 31, 2022; Item 4d, Declaration of surplus items; Item 4e, Gifts to the District June 2022; Item 4f, 2022-23 Fundraising Events; Item 4g, Professional services agreements under \$25,000 (with correction noted above); Item 4h, Fee increase of use of District facilities for 2022-23; Item 4i, Fee increase for District rental/leasing for 2022-23; 4j Commercial Food and Supplies RFP rollover bid for 2022-23; 4k, Dairy products RFP rollover bid for 2022-23; Item 4l, Fresh produce RFP rollover bid for 2022-23; Item 4m, Processed USDA foods RFP rollover bid for 2022-23. (AYES: Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

INFORMATION/DISCUSSION**1. HUMAN RESOURCES****a. Daybreak Health**

Dr. Spaulding presented an overview on Daybreak Health, an online counseling platform for students ages twelve to nineteen facing anxiety, depression, bullying, trauma, academic stress, and more. Daybreak provides access to high-quality virtual counseling, teletherapy sessions and messaging and virtual meetings, online screeners, and monthly progress check-ins with school teams and districts. Students were matched with licensed clinicians within days of being referred, creating strong therapeutic alliances and equal access to affordable care. The bottom line is to improve student outcomes. This year two staff trainings focused on managing personal well-being and social and emotional learning were held. They reached out to 2,519 of the District's secondary school students. Using a universal screening tool, Daybreak helped the District rate the highest needs students and site counselors worked with those students by recommending them to Daybreak. SSFUSD counselors referred 72 students to Daybreak prior to the end of the 2021-22 school year. 49 students have participated during the 12-week intervention program and 18 are continuing to receive this one-on-one support during the summer. Dr. Spaulding noted that on the anxiety scale, there was an overall improvement of almost 82% from the students, as well as an overall improvement of depression by 88%. 96% of students who completed over eight sessions showed improvement in at least one of their clinically validated proven indicators.

Dr. Spaulding introduced Sid Cidambi, Daybreak's COO, and Diana Lay, the Head of Account Management.

Dr. Hsieh said the outcomes for improvement were what she was looking for.

President Baker asked if someone needing mental health services can be matched up via an online consultation. Mr. Cidambi replied that if a student speaks with a school counselor, that staff member can schedule an intake with a Daybreak Coordinator. If the student receives therapy services, as result of the intake, they will match them with a therapist who will be a good fit based on the results of the intake. They will usually do a 12-week program of weekly sessions, one-on-one teletherapy sessions with their team therapist. The staff member may also connect with the Daybreak therapist to check on the student's progress. Mr. Cidambi said they provide aggregate data on

how the students are doing in their sessions and report on the impact the program is having.

President Baker asked about self-referrals and if Daybreak anticipates students calling directly next year. Mr. Cidambi said they are working with Dr. Spaulding's team to create ways for students to self-refer. He said, "This actually came out of a comment some student groups had made...they loved what the program was but some of them weren't aware of it...so we're working on new ways to allow students to both self-refer in addition to the staff referral. So that's going to be an additional initiative next year."

Vice President Richardson said in today's teenager culture, there is an increase in psychosis related to vaping and its higher concentrations of THC. She asked if Daybreak is aware of this and how they were preparing for it. Mr. Cidambi said they are concerned about this in the community. All their therapists are licensed clinicians familiar in working with kids who have a co-occurrence of substance abuse in addition to their anxiety or trauma. He said an additional service they provide is mental health education webinars for families so they can be allies to make them aware of what is taking place with their children.

2. BUSINESS SERVICES

a. 2022-23 District Budget

Assistant Superintendent O reviewed the updated 2022-23 proposed District budget and multi-year projections for 2023-24 and 2024-25.

2022-23 Assumptions

- Projected increase in property tax
- Projected increase in on-going RDA revenue
- District will remain Community Funded/Basic Aid
- Estimated Step & Column cost included
- Enrollment/ADA declining
- LCAP Goals/Actions are included in the budget
- Continue Deferred Maintenance transfer
- Maintain contribution to Routine Restricted Maintenance
- Estimated STRS/PERS increase included
- Contribution to Special Ed and Transportation are budgeted
- Gifts and donations are budgeted when received
- Program carryovers are not budgeted until books are closed

| | STRS | PERS | SUI | COLA | Lottery | Mandated Block Grant | ADA |
|-------|--------|--------|-------|-------|---------|----------------------|----------|
| 21-22 | 16.92% | 22.91% | 0.50% | 5.07% | \$228 | \$95.96 | 7,360.96 |
| 22-23 | 19.10% | 25.37% | 0.50% | 6.56% | \$228 | \$102.25 | 7,331.63 |
| 23-24 | 19.10% | 25.20% | 0.20% | 5.38% | \$228 | \$107.75 | 7,185.00 |
| 24-25 | 19.10% | 24.60% | 0.20% | 4.02% | \$228 | \$111.14 | 7,041.30 |

He noted that the STRS and PERS rates are increasing significantly in 2022-23. The direct contribution to the pension is a significant cost to the District. The reason for the increase is because the State is no longer putting aside funds to buy down the cost to districts.

Multi-year Projection - Projected Ending Fund Balances

| Unrestricted and Restricted Funds | Estimated Actual 2021-22 | Proposed Budget 2022-23 | Projected Budget 2023-24 | Projected Budget 2024-2025 |
|--------------------------------------|--------------------------|-------------------------|--------------------------|----------------------------|
| Revenues | \$ 135,937,090 | \$ 135,549,702 | \$ 136,244,252 | \$ 140,561,346 |
| Total Sources of Funds | \$ 135,937,090 | \$ 135,549,702 | \$ 136,244,252 | \$ 140,561,346 |
| Expenditures | \$ 158,741,748 | \$ 138,705,145 | \$ 141,706,604 | \$ 144,547,194 |
| Total Usage of Funds | \$ 158,741,748 | \$ 138,705,145 | \$ 141,706,604 | \$ 144,547,194 |
| Net Incr/Decr in Fund Balance | \$ (22,804,658) | \$ (3,155,443) | \$ (5,462,352) | \$ (3,985,848) |
| Beginning Fund Balance | \$ 48,844,756 | 26,040,098 | 22,884,655 | 17,422,303 |
| Projected Ending Fund Balance | \$ 26,040,098 | \$ 22,884,655 | \$ 17,422,303 | \$ 13,436,455 |

Ending Fund Balance Designations

| GENERAL FUND Unrestricted and Restricted Funds | Estimated Actual 2021-22 | Proposed Budget 2022-23 | Projected Budget 2023-24 | Projected Budget 2024-25 |
|---|--------------------------|-------------------------|--------------------------|--------------------------|
| <i>Estimated Actual/Projected Ending Fund Balance</i> | 26,040,098 | 22,884,655 | 17,422,303 | 13,436,455 |
| Nonspendable | | | | |
| Revolving Cash | 25,103 | 25,100 | 25,100 | 25,100 |
| Stores | 69,553 | 75,000 | 75,000 | 75,000 |
| Prepaid Expenditures | 122,880 | 150,000 | 150,000 | 150,000 |
| Restricted | 5,593,832 | 5,590,525 | 5,590,525 | 5,590,525 |
| Committed | 0 | 0 | 0 | 0 |
| Assigned/Designated | | | | |
| STRS/PERS Increases: 2024-25 | 200,000 | 200,000 | 200,000 | 200,000 |
| STRS/PERS Increases: 2025-26 | 425,000 | 425,000 | 425,000 | 425,000 |
| Property Tax Repayment - Litigation (Est.) | 8,500,000 | 8,500,000 | 3,381,349 | 0 |
| Budget Reduction Needed to Balance Budget | 0 | 0 | 0 | (746,529) |
| Carryover - 20/21 Site Discretionary Funds | 490,000 | 490,000 | 490,000 | 490,000 |
| Reserve: | | | | |
| Reserved for Economic Uncertainties | 7,937,009 | 6,935,257 | 7,085,330 | 7,227,360 |
| Undesignated Reserve | 2,676,721 | 493,773 | 0 | 0 |

The State requires districts to break the Ending Fund Balance into five categories to make it consistent throughout all the San Mateo County school districts. The District designation is listed under the assigned/designated. SSFUSD is able to balance the budget for all three years by setting aside the \$8M one-time tax repayment. If the District is asked to make the repayment, it will need to come up with the funds to cover this. Mr. O said that unless the District receives additional revenue, it will need to reduce ongoing expenditures by approximately \$746K in 2024-25 to balance that year.

ACTION *(continued)*

1. ADMINISTRATION

a. Adoption of Policies for the November 8, 2022 Governing Board Election and Resolution #22-53 Calling for an Election of Three (3) Governing Board Members and Approval of Service Agreement with the San Mateo County Elections Division

MOTION #235 (Lujan/Murray) to adopt the policies for a 200 word limit on a candidate's statement, the candidate is charged for their statement, and in the event of a tie, the candidate will be selected by lot and adopt Resolution #22-53 Calling for an Election of Three (3) Governing Board Members and Approval of a Service Agreement with the San Mateo County Elections Division. (AYES: Baker, Hsieh, Lujan, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

b. Approval of Superintendent's Contract

President Baker said the Board gave Dr. Moore her evaluation in closed session and while he could not discuss it in detail, he spoke about a few of the 40 accomplishments in her contract. "Dr. Moore has been an outstanding leader for our District and asset for the District and the community, especially over the last couple of years... Everyone knows about the changing mandates from the government, unpredictable behavior of a virus, and the staff and Board all get focused on her and she has handled it very admirably. She is easy to work with, has shown tremendous dedication to the students ...and she is there to serve the students and she has done that. She helped with all the safe return to school plans. She launched our Equity Diversity and Inclusion Committee and the Student Advisory Committee." "...she supported staff in leading the implementation of the K-12 social and emotion learning screener." He said it has been an honor working with her and he is glad she will continue to serve as the Superintendent for a few more years.

Superintendent Moore thanked the Board for their leadership, support for her, and confidence in her. “All of the accomplishments that we have been able to do the past several years,...I certainly could not do them alone...and I have a phenomenal team...who carried a heavy load and heavy lift and I'm eternally grateful for all of you because together it shows me that we can accomplish so much, so thank you so much for the confidence, the support, the value, the trust that you put into me. It certainly doesn't go unnoticed and I'm deeply touched. Thank you very much.”

President Baker acknowledged the Assistant Superintendents and said Dr. Moore is able to do her job well because they do their jobs so well.

MOTION #236 (Lujan/Hsieh) to approve the Superintendent's contract dated June 23, 2022. Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of 2022-23 Local Control Accountability Plan (LCAP)

MOTION #237 (Hsieh/Lujan) to approve the 2022-23 LCAP and authorize submission of same to the San Mateo County Office of Education. Motion Carried. (Unanimous)

b. Approval of Health Connected Memorandum of Understanding (MOU) for the 2022-23 School Year

MOTION #238 (Lujan/Murray) to approve the Health Connected MOU for a sexual health education program provided to 8th grade students for the 2022-23 school year. Motion Carried. (Unanimous)

c. Approval of Literacy Coordinator Position and Job Description

MOTION #239 (Hsieh/Lujan) to approve a Literacy Coordinator position and job description to promote and support language and literacy instruction across the District. Motion Carried. (Unanimous)

d. Approval of a Universal Pre-Kindergarten (UPK) Grant Program Template

Assistant Superintendent Keith Irish reviewed the timeline for this item. The District completed the template, which the Board will be approving. The next step is for the State to send school districts a survey in July. He will be transferring much of the information to the survey. The purpose is for the CDE to get a firm understanding about what support the District needs. The actual allocation won't be known until the fall,

but this is an implementation grant and SSFUSD should receive between \$100K to \$260K based on enrollment.

MOTION #240 (Murray/Lujan) to approve a UPK Planning and Implementation Grant planning template for the 2022-23 school year. Motion Carried. (Unanimous)

e. Adoption of Paper Education Co. Contract Renewal for 2022-23

Vice President Richardson asked how the program is working. Mr. Irish said this partnership provides access and opportunities 24/7. For 6th to 12th grade students, the District has double the average usage with over 4,000 tutoring sessions last year. Teachers have done a great job in promoting the service. Students are asking for help mostly between the hours of 10 p.m. and 2 a.m.

MOTION #241 (Lujan/Hsieh) to approve the continued partnership with the Paper Education Company in order to provide online tutoring for all students in grades 6-12 from October 27, 2022 to October 27, 2023. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

a. Approval of Daybreak Health Memorandum of Understanding (MOU) for the 2022-23 School Year

MOTION #242 (Murray/Lujan) to approve the Daybreak Health MOU to provide the District with counseling services for students ages twelve to nineteen for the 2022-23 school year. Motion Carried. (Unanimous)

b. Approval of Substitute Rate Increase

MOTION #243 (Lujan/Murray) to approve an increase the daily Certificated substitute rate effective August 8, 2022. Motion Carried. (Unanimous)

4. BUSINESS SERVICES

b. Adoption of 2022-23 District Budget

MOTION #244 (Murray/Lujan) to adopt the 2022-23 District Budget and the Multi-Year Projections for 2023-24 and 2023-25 and authorizes submission of same to the San Mateo County Office of Education. Motion Carried. (Unanimous)

c. Resolution No. 22-51 for Education Protection Account Funds

MOTION #245 (Lujan/Hsieh) to adopt Resolution #22-51: To receive and disburse the revenues derived from Proposition 30 taxes into the Education Protection Account fund. (AYES: Baker, Hsieh, Lujan, Richardson, Murray; NOES: None). Motion Carried. (Unanimous)

d. Approval of Quote for Serra Vista Multi-use Room (MUR) Audio/Video System Upgrade

Vice President Richardson asked if the room gets a lot of use. Mr. Irish replied that prior to the pandemic, the MUR was used bi-weekly for CAT meetings with site leaders. Also, it is the District's main training area for professional development, teacher induction sessions, after school workshops, etc. This is a learning center which needs upgraded technology to reduce connectivity issues. Vice President Richardson noted that the City has a community room in the Municipal Services Building which might be more centralized for teachers.

MOTION #246 (Hsieh/Lujan) to approve the quote from AVI-SPL to upgrade the Serra Vista MUR audio/video system. Motion Carried. (Unanimous)

e. Approval of Award of Contract with Tri-Valley Excavating for Alta Loma MS Drainage Repairs Project

MOTION #247 (Murray/Lujan) to approve the award of contract to Tri-Valley Excavating for the drainage repairs project at Alta Loma MS. Motion Carried. (Unanimous)

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

July 14, 2022

- Presentation on Information Technology Department
- Presentation on MOU for YSB School Counseling and Safe School Advocates Services
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Approval for Superintendent to participate in 2022-23 conferences and seminars
- Approval of Children's Center CCTR 2022-23 childcare contract
- Approval of Children's Center CSPP 2022-23 childcare contract
- Williams report for 2nd quarter ending 6/30/22
- Approval of MOU for YSB School Counseling and Safe School Advocates Services

July 16, 2022 - Board Self-assessment Workshop *(Board room)*

August 11, 2022

- Introduction of Student Trustees/ASB High School Presidents
- Summer School report
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2022-23
- Approval of San Mateo Co. 2022-23 CSPP preschool contract
- Approval of Consolidated Application and Reporting System Spring 2022 data collection
- Resolution for Attendance Awareness Month (September)

September 8, 2022

- Teaching and learning presentation - Ponderosa ES
- Presentation and approval of year end unaudited actuals
- Renaissance Learning agreement renewal for 2022-23
- InClassToday agreement renewal for 2022-23
- Discussion of October 20 Community Forum topic(s)
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Resolution on GANN limit

September 22, 2022

- Teaching and learning presentation - Alta Loma MS
- Update on enrollment for the 2022-23 school year
- Update on Safe School Plans
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2022-23
- Approval of Migrant Ed MOU
- Resolution for California Week of the School Administrator (October)

October 6, 2022

- Teaching and learning presentation - Buri Buri ES
- Williams report for 3rd quarter ending 9/30/22
- Update on OpTerra Energy solar savings
- Resolution honoring Native American Heritage Month (November)
- Approval of Superintendent's contract extension
- Approval of Local Indicators
- Approval of ESSER III Expenditure Plan for 2023-24

October 20, 2022 - Community Forum

- Topic(s) TBD

SUMMARY OF BOARD DIRECTIVES - None

GOOD AND WELFARE

Trustee Lujan acknowledged that this was a very packed agenda and thanked everyone for putting it together.

Trustee Hsieh echoed Trustee Lujan's comments.

Trustee Murray added her appreciation for Dr. Moore and that she agreed to stay with the District for the next two years. She thanked everyone for all they do.

President Baker thanked Cabinet members and his fellow Trustees. He said the last agenda of the year tends to be busy as the fiscal year closes out, many items need approval, and this year the election deadlines were included.

ADJOURNMENT - 9:59 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: July 14, 2022

RE: Board Members' and Superintendent's participation in the 2022 CSBA Annual Conference

BACKGROUND:

This year, CSBA is holding their annual conference in-person in San Diego, CA. Optional pre-conference workshops will be held on Wednesday, November 30, and general sessions will take place from Thursday, December 1, through Saturday, December 3 in Anaheim. The focus of this conference is to bring district leaders together for professional learning, networking, and advocacy. The pre-conference workshops will cover the following topics: Orientation for New Trustees, Legal Symposium for Experienced Board Members, and a Board Presidents Workshop.

FISCAL IMPLICATIONS:

The early registration fee for the 3-day general sessions is \$695 per person and the pre-conference workshops are \$425 per person. In addition to the registration fees, the combined costs of travel, lodging, and transportation are approximately \$1,900 per person. The conference registration and workshop fees are being paid through the appropriate Board and Superintendent accounts.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the costs for Board members and the Superintendent to participate in the 2022 CSBA Annual Conference.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: July 14, 2022

RE: Superintendent's participation in 2022-23 Professional Development Conferences

BACKGROUND

In my role as Superintendent, I attend various conferences, workshops, symposiums, etc. during each school year as part of my professional learning system. These are annual events which provide opportunities for valuable networking and offer professional development on current critical leadership and educational issues.

Listed below are some of the upcoming events for 2022-23. The information has been obtained from the organizations' websites. At this time, it is unknown whether some event(s) will be held virtually, instead of in-person. Unless posted on their websites, the registration fees listed below are based on prior year's events and will likely be lower if the event is held virtually.

1. **California City School Superintendents Conference**, estimated to take place in October 2022 and April 2023, \$175 registration fee for each.
2. **ACSA Leadership Summit**, November 3-5, 2021, \$649 registration fee.
3. **ACSA Superintendent's Symposium**, January 25-27, 2023, \$650 registration fee.
4. **CAAASA Annual Professional Development Summit**, dates and registration fee to come.

FISCAL IMPLICATIONS:

The registration fees are included in the above-listed events. The registration fees and any travel expenses 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 2022-23 professional learning conferences listed and any additional, similar ones which may be scheduled during the year.

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: July 14, 2022

RE: Approval of the Child Development Agency Annual Report for 2021-22 Program Year

BACKGROUND:

The Child Development Program requests approval to submit the Agency Annual Report. The Child Development Program is a direct contractor to the California Department of Education, Child Development Division which serves students in full-day and half-day Preschool Program in South San Francisco Unified School District. The program is also a subcontractor to the San Mateo County Office of Education, Child Development Department which serves students in a half-day state preschool program. The preschool programs are offered at Children's Center, Martin Elementary School, and Hillside Preschool.

The purpose of the Annual Report is to ensure program compliance and identify areas of curriculum focus for next year to ensure program quality. The Programs are funded by California State Department of Education, Child Development Division with Title V funds.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Agency Annual Report for submission to the Department of Education Child Development Division in order to meet end-of-the-year reporting compliance.

In accordance with 5 *CCR*, Section 18279(b)(6), provide a summary of program areas that: A) Met standards and B) Explains the procedures for ongoing monitoring to ensure that those areas continue to meet standards.

EES-01: Plans for Parent Involvement

Program will continue to use Parent Advisory Committee Meetings (**PAC**) and Parent surveys to provide a platform that celebrates and values parent voice. We will also continue to use School/Community events to foster parent involvement and participation.

EES-02: Family Eligibility Requirements

Program will continue follow state regulation and guidelines regarding process and procedures related to eligibility and needs. Additionally program Administrator and Office staff will continue to avail ourselves to the current knowledge and information related to eligibility and needs by attending monthly Family Eligibility and Needs Meetings at the San Mateo County Office of Education.

EES-03: Child Needs Verification

Program will continue to follow state regulation and guidelines regarding Child Needs Requirement Verification.

EES-04: Recording and Reporting Attendance

Program will continue follow state regulation and guidelines regarding Recording and Reporting Attendance. Program administrators and Office staff will also avail ourselves to CDE webinars and San Mateo County Office of Education Trainings to refresh our knowledge and understanding of the attendance systems, processes and procedures.

EES-05: Correct Fees Assessed

EES-06: Inventory Records

Program will institute and utilize a new Organization system to better track and expenditures categorized by budget codes.

EES-08: Desired Results Profile and Data

Program will continue to assess Preschool students within 60 days of enrollment and then again 6 months afterwards. Program will continue to use the DRDP tool to assess and evaluate student's individual and collective needs. Summary of findings will continue to be used to inform instruction and utilized to develop action plans for student success.

EES-09: Annual Evaluation Plan

Program administrator will keep accurate records and file them throughout the year to corresponding sections of the CMR file box.

EES-10: Site Licensure

Program administrators will conduct a licensing walk-through monthly to citation proof the site. If by chance we should receive a citation program coordinator will write a follow up action plan for any licensing citation received.

EES-11: Staff Development Program

Program coordinator will continue to strategically budget, plan for and provide 21 hours of Professional Development annually throughout the program year, as well as, encourage and support developmental opportunities offered by supportive institutions.

EES-12: Qualified Staff and Director

Program administrators will continue to interview and hire qualified, passionate Early Childhood Professionals and work hard to build and sustain a culture of collaboration where every staff member feels valued. Additionally, administrators will continue to encourage and support the staff in acquiring and upgrading their Child Development Teaching Permits.

EES-13: Staff Child Ratio

Program administrators and office staff will continue to ensure that the staffing required to meet ratio is within the title 5 regulations.

EES-14: Family Selection

Program will continue to follow state regulation and guidelines regarding Family Selection. Families which do not meet the priority enrollment qualifications will be ranked on the bases of their income and family size and contacted on the bases of their ranking number. Families beyond our capacity to serve shall be placed on a wait list and contacted

EES-15: Compliance with due process

Program will continue to follow state regulation and guidelines regarding Compliance with due process. The appeal process is clearly stated in the Parent Handbook which is issued to every parent at the beginning of the program year.

EES-16: Refrain from religious Instruction

Program will continue to follow state regulation and guidelines as it pertains to Refraining from Religious Instruction.

EES-17: Services Responsive to Family Needs

The entire SSFUSD Child Development Program staff will continue to make every effort to serve our students, families and community with customer service quality efficiency. We will make every effort to meet the needs our families for whom it is our pleasure to serve in a timely manner.

EES-18: Environmental Rating Scale

Program administrators will continue to use the Environmental Rating Scale to assess, evaluate and improve the classroom furnishings, personal care routines, language/reasoning, activities, interactions, program structure and staff structure of the center. The program coordinator will

also continue to provide staff training and purchase materials as recommended by the scores on the instrument.

EES-19: Nutritional Needs

Program will continue to serve nutritious food which conforms to the State Department of Education, Child Care Food Program standards. Attention is given to low sugar and low salt content. Food is prepared in quantities appropriate to the age of the child.

Program Self-Evaluation

Fiscal Year 2021–22

1. **Contractor Legal Name** (Full Spelling of Legal Name only. Acronyms or site names not accepted):

South San Francisco Unified School District's Child Development Program

2. **Four-Digit Vendor Number:** 6907

3. **Program Director Name** (As listed in the Child Development Management Information System [CDMIS]):

Eric Claybon

4. **Program Director Phone Number:** (650) 827-8400

5. **Program Director Email Address:** eclaybon@ssfusd.org

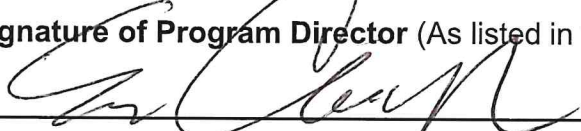
6. **Statement of Completion:**

I certify that an annual plan has been developed and implemented for the Program Self-Evaluation (PSE) that includes the use of the Program Instrument (PI), age appropriate Environment Rating Scales, Desired Results Parent Survey, and the Desired Results Development Profile for the California State Preschool Program (CSPP) contract, per *California Code of Regulations*, Title 5 (5 CCR), Section 18279.

I also certify that all documents required as part of the PSE have been completed and are available for review and/or for submittal upon request.

- The Early Education 21–22 Program Instrument (DOCX), which can be found at <https://www.cde.ca.gov/sp/cd/ci/documents/eed2122.docx>, includes Items 1 through 20 as applicable to your contract type(s).

7. **Signature of Program Director** (As listed in the CDMIS):



8. **Date of Signature:** June 2, 2022

9. **Name and Title of contact person completing the PSE:**

Eric Claybon, SSFUSD Child Development program Coordinator

10. **Contact Person Telephone number:** (650) 827-8400

11. Contact Person Email Address: eclaybon@ssfusd.org

12. Email the signed PSE, all four (4) pages, including additional sheets, together to the PSE email inbox at PSEFY2122@cde.ca.gov using the Fiscal Year (FY) and the contractor's legal name in the subject line (e.g., PSE 21-22 XYZ School District).

Note: All supporting documents required as part of the PSE (see Statement of Completion) are to be kept on site and shall not be included with the submission of the PSE.

Summary of Program Self-Evaluation

Fiscal Year 2021–22

13. In accordance with the 5 CCR, Section 18279(b)(3), provide an assessment, in narrative format, summarizing the:

- a. Staff and**
- b. Board member participation, in the PSE process.**

Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.

The program self-evaluation was conducted with the aid of teachers, coaches, Para Professionals and administration. Parent surveys were distributed in February 2022 and analyzed in March of 2022. Once data was analyzed, program Coordinator and supervisor shared results and plan of action with staff members during the April & May curriculum meetings.

Staff reviewed action plan, gave feedback and/or suggestions regarding the new action plans. Useful strategies and ideas were noted and further plans for implementation were discussed. Data was collected and analyzed for ECERS, CLASS and DRDP in the month of April and May.

Administrator shared findings with teachers and coach. Action plans were discussed to close the gaps in identified areas. Program administrator will share annual report with Superintendent and Board during scheduled meeting and share time line for action plan and expected outcome in 2022-23

14. In accordance with the 5 CCR, sections 18279(b)(4) and 18279(b)(5), provide a summary of the findings for areas that:

- a. Did not meet standards, and**
- b. A list of tasks needed to modify the program to address all items in need of improvement**

Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.

4 % of parents were dissatisfied with the lack of information provided regarding how to find other services in the community i.e the follow-up to providing families with community resources. Therefore, during the enrollment, families will fill out the Needs Assessment, (initial meeting). Program will document and file need request per family for mid-year follow up. Per family's need, program provides district & community resources and information. Program will provide 2nd Meeting (mid of the year) to follow up with the families, (if they are able to meet their needs. If so, then, program staff will close the loop by writing met the needs or accomplished the goal.

37% of the classroom teachers feel that the professional growth area is underserved. Therefore, 1) Program will add to our staff orientation processes and procedures to include a few days of in classroom training: which focus on classroom routines, discipline and supervision. 2 Program will also use a few well selected training videos and articles to inform and educate the newly hired staff member with the use of video, articles and book to be stored in the Professional Library.

Additionally, Program will provide a good professional library containing current materials on a variety of early childhood subjects available on the premises. And finally, the Program will reach out to our County partners for relevant ECE resources and materials on Child Development, Cultural Sensitivity and Classroom activities.

15. In accordance with the 5 CCR, section 18279(b)(4) and 18279(b)(6), provide a summary of the findings for areas that:

- a. Met standards, and**
- b. Describe the procedures for ongoing monitoring to ensure that those areas continue to meet standards.**

Responses are not limited to space provided. Attach additional (Word document) sheets as necessary.

In accordance with 5 CCR, Section 18279(b)(6), provide a summary of program areas that: A) Met standards and B) Explains the procedures for ongoing monitoring to ensure that those areas continue to meet standards.

EES-01: Plans for Parent Involvement

Program will continue to use Parent Advisory Committee Meetings (PAC) and Parent surveys to provide a platform that celebrates and values parent voice. We will also continue to use School/Community events to foster parent involvement and participation.

EES-02: Family Eligibility Requirements

Program will continue follow state regulation and guidelines regarding process and procedures related to eligibility and needs. Additionally program Administrator and Office staff will continue to avail ourselves to the current knowledge and information related to eligibility and needs by attending monthly Family Eligibility and Needs Meetings at the San Mateo County Office of Education.

EES-03: Child Needs Verification

Program will continue to follow state regulation and guidelines regarding Child Needs Requirement Verification.

EES-04: Recording and Reporting Attendance

Program will continue follow state regulation and guidelines regarding Recording and Reporting Attendance. Program administrators and Office staff will also avail ourselves to CDE webinars and San Mateo County Office of Education Trainings to refresh our knowledge and understanding of the attendance systems, processes and procedures.

EES-05: Correct Fees Assessed

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: July 14, 2022

RE: Approval of the CCTR-2263 Child Development California State Preschool Contract for the 2022-23 School Year

BACKGROUND:

A Child Development Services agreement, CCTR-2263, between the State of California, in compliance with the San Mateo County Pilot Plan, and SSFUSD has been proposed. The funding is provided by the California Department of Social Services (CDSS), General Child Care Division for the District to operate the District's State Preschool Program at the Children's Center for the 2022-23 school year. The agreement is in the amount of \$710,917.00.

FISCAL IMPLICATIONS

The Child Development Program enrolls and serves the number of students based on the contract awarded.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCTR-2263 State preschool contract for the fiscal year 2022-23.



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FY 22/23 General Child Care Agreement

DATE: July 01, 2022

CONTRACT NUMBER: CCTR-2263

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 41-6907-00-2

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS (Program Requirements)*; the FUNDING TERMS AND CONDITIONS (FT&C)*, as approved by the State Agency referenced at: https://www.cdss.ca.gov/infocources/child-care-and-development/contractor-resources. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2022 through June 30, 2023. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, based on the Agreement rate (which is the service county reimbursement rate as provided in MB 21-26 and 21-26E: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2021/CCB21-26E.pdf?ver=2022-01-26-135931-260), applicable to the sites, as located in the service counties, approved by the Child Care and Development Division, the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$710,917.00.

During the term of this Agreement, the Agreement rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 244

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

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this Agreement shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. https://www.cdss.ca.gov/infocources/child-care-and-development/contractor-resources.

IMPORTANT: Signature is not required.

| | | | | |
|---|---|---------|------------|-------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 710,917 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE | |
| | (OPTIONAL USE) See Attached | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ July 14, 2022 | ITEM See Attached | CHAPTER | STATUTE | FISCAL YEAR |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 710,917 | | | | |

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-2263

| | | | | |
|--|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 117,035 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE Federal | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 13609-6907 | FC# 93.596 | PC# 000321 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 117,035 | ITEM 30.10.020.001 5180-101-0890 | CHAPTER B/A | STATUTE 2022 | FISCAL YEAR 2022-2023 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 53,800 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE Federal | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 15136-6907 | FC# 93.575 | PC# 000324 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 53,800 | ITEM 30.10.020.001 5180-101-0890 | CHAPTER B/A | STATUTE 2022 | FISCAL YEAR 2022-2023 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|--|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 339,270 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 23254-6907 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 339,270 | ITEM 30.10.020.001 5180-101-0001 | CHAPTER B/A | STATUTE 2022 | FISCAL YEAR 2022-2023 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |

| | | | | |
|--|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 200,812 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE Federal | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 14551-6907 | FC# 93.575 | PC# 000000 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 200,812 | ITEM 30.10.020. 5180-101-0890 | CHAPTER B/A | STATUTE 2022 | FISCAL YEAR 2022-2023 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5162 Rev-8290 | | | |

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: July 14, 2022

RE: Approval of the CSPP-2522 Child Development California State
Preschool Contract for the 2022-23 School Year

BACKGROUND:

A Child Development Services agreement, CSPP-2522, between the State of California, in compliance with the San Mateo County Pilot Plan, and SSFUSD has been proposed. The funding is provided by the California Department of Education (CDE), General Child Care Division for the District to operate the District's State Preschool Program at the Children's Center for the 2022-23 school year. The agreement is in the amount of \$1,034,597.

FISCAL IMPLICATIONS

The Child Development Program enrolls and serves the number of students based on the contract awarded.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CSPP-2522 State preschool contract for the fiscal year 2022-23.



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2022

CONTRACT NUMBER: CSPP-2522

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 41-6907-00-2

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

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

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

The period of performance for this contract is July 01, 2022 through June 30, 2023 . For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrateattb.xlsx, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$1,034,597.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 244

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

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ctc2022.asp.

IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2022 unless rejected in writing by June 30, 2022.

| | | | | |
|---|---|----------------|-----------------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,034,597 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE General | |
| | (OPTIONAL USE) 0656 23038-6907 | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ July 14, 2022 | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | STATUTE 2022 | FISCAL YEAR 2022-2023 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,034,597 | | | | |

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith B. Irish – Assistant Superintendent of Educational Services and Categorical Programs
Kevin Asbra, SSFHS Principal
James Briano, ECHS Principal

DATE: July 14, 2022

RE: Approval for SSFHS and ECHS Teachers to Travel to National Association of Biology Teachers Conference in Indianapolis, IN

BACKGROUND:

The 2022 National Association of Biology Teachers (NABT) is hosting a professional development conference in Indianapolis, Indiana, on November 10-13, 2022. At the NABT conference, the latest biology and biotechnology education research and pedagogy will be discussed and presented. Teachers will have the opportunity to network with other subject-matter experts as well as implement conference materials back into the classroom. Biotechnology teachers at South San Francisco High School and El Camino High School and the biotechnology TOSA will attend the conference.

FISCAL IMPLICATIONS:

The estimated cost of the trip is \$5,235 this includes registration fees, housing, transportation, and stipends, and per diem food costs. Funding will be covered by the CTE grant.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for South San Francisco teachers to attend the National Association of Biology Teachers conference on November 10-13, 2022.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: July 14, 2022

RE: Approval for permission for South San Francisco Unified School District Elementary Fifth graders to attend San Mateo County Outdoor Education, San Francisco YMCA at Jones Gulch in La Honda, California from February 21, 2022 – May 12, 2023

BACKGROUND:

The purpose of the Outdoor Education trips is to allow the fifth grade students to participate in the YMCA Science Education Program for one week. Students will learn about nature and our relationship with nature, explore the different ecosystems and work together with peers as a community.

Spaces have been reserved as listed below:

| Date | School | No. of Students |
|---------------------------------|------------------|-----------------|
| February 21 - February 24, 2023 | Sunshine Gardens | 45 |
| | Ponderosa | 47 |
| | Spruce | 45 |
| March 6 - March 10, 2023 | Martin | 52 |
| April 24 - April 28, 2023 | Los Cerritos | 25 |
| | Skyline | 60 |
| May 1 - May 5, 2023 | Junipero Serra | 44 |
| | Buri Buri | 80 |
| May 8 - 12, 2023 | Monte Verde | 80 |

The students will be traveling by school bus with their fifth grade teachers, who will serve as their chaperones, along with high school students who will volunteer as Camp Leaders. The students, teachers and high school cabin leaders will stay overnight in the cabins provided at Jones Gulch.

FISCAL IMPLICATIONS:

Expenses will be financed by the parents of the participating fifth grade students, donations from the PTA organizations, fundraising events and student body accounts. No student will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for the fifth graders, teachers and high school volunteers to serve as camp leaders to participate in the San Mateo County Outdoor Education Program in La Honda, California from February 21, 2023 - May 12, 2023.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED CONTRACT 2022-2023

Lizalde, Francisco, will be placed at the Community Day School on a Temporary contract effective August 8, 2022. Salary placement F -12

Dugay, Joelle, will be placed at El Camino High School as a Marine Science and Biology Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

Diaz, Michael Anthony, will be placed at El Camino High School as a Biotech and Biology Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

Walton, Robina, will be placed at Westborough Middle School as a Counselor on a Probationary contract effective August 8, 2022. Salary placement DM -1

Stamper, Keith, will be placed at Alta Loma Middle School as an Physical Education Teacher on a Temporary contract effective August 8, 2022. Salary placement FM -12

Weir, Daniel, will be placed at Westborough Middle School as an English Teacher on a Probationary contract effective August 8, 2022. Salary placement DM -1

Rosenbaum, Alexis, will be placed at Alta Loma Middle School as a Wellness Counselor on a Probationary contract effective August 8, 2022. Salary placement C -1

King, Elizabeth, will be placed at Alta Loma Middle School as an English Teacher on a Probationary contract effective August 8, 2022. Salary placement FM -1

Hernandez, Teresa, will be placed at the South San Francisco High School as a Special Education Teacher on a Probationary contract effective August 8, 2022. Salary placement FM -12

Rochetti, Roberta, will be placed at the Special Education Department as a Speech and Language Pathologist on a Probationary contract effective August 8, 2022. Salary placement SLP-5

CERTIFICATED TEMP REHIRE 2022-2023

Garcia, Rudy, a teacher at Spruce Elementary School, effective August 8, 2022

RESIGNATION

Orendorff-Fray, Bonnie, a Teacher at Los Cerritos Elementary School effective July 13, 2022

Soto, Camilla, a Teacher at Junipero Serra Elementary School effective June 30, 2022

Feliciano, Wilfredo, a Teacher at El Camino High School effective June 21, 2022

Empleo, Arlene, a Teacher at Junipero Serra Elementary School effective June 24, 2022

Wiebort, Samantha, a Teacher at Hillside Pre-School effective June 22, 2022

Redmond Jr., Benjamin, a Principal at Baden Continuation High School and Adult Education effective June 30, 2022

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

RETIREMENT

Pyle, Nancy, Business Services Technician, District Office, 7.5 hours per day, Range 41A, Step 5, effective August 5, 2022.

Fuentes, Juan, Custodian I, El Camino High School, 8.0 hours per day, Range 33A, Step 5, effective August 19, 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: July 14, 2022
RE: Acceptance of Gift

BACKGROUND:

The District has received the attached gift during the month of June 2022.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

**TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT –
ACCEPTANCE OF GIFT FOR JUNE 2022.**

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

\$3,000 from the Blackbaud Giving Fund - Your Cause to El Camino High School in support of student and teacher projects, for use under the principal's discretion.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Ted O, Assistant Superintendent – Business Services
DATE: July 14, 2022
RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

| | |
|------------------------|---|
| \$2,670 | ProTech Consulting & Engineering – Conducting limited environmental consulting services to assess conditions associated with microbial mold growth in an effort to assess potential microbial (mold) contamination in Classroom 31 of the ECHS site. Commencing June 2022. |
| Not to exceed \$20,000 | Eric Hall & Associates, LLC (EH&A) – An amendment to the Facilities Master Plan contract originally board approved on February 27, 2020. The amendment is due to additional and duplication of work resulting from working with three different Facilities Directors in the District due to staff turnover. |
| \$10,325.96 | Armour Petroleum – Testing and repair work on fuel tank in the Facilities Dept. as required by the San Mateo County Environmental Health. Commencing July 2022. |
| Not to exceed \$20,000 | Robert Half – Staff from an Accounting Temp Agency to assist with work in the Accounting Dept. due to multiple vacancies. Commencing June 2022. |
| \$14,999 | American Asphalt Repair & Resurfacing Co., Inc., - Asphalt repairing and resurfacing, which include |

remove of existing asphalt and soil to a depth of seven (7) inches, haul soils to a legal recycling or dump site, and furnishing of base rock and half inch asphalt at the Sunshine Gardens ES site. Commencing July 2022.

\$5,600 Acacia Glass Co. – To remove and dispose of broken windows as well as supply and install new insulated dual-glazed unit at the Monte Verde ES and Alta Loma MS sites. Commencing July 2022.

\$9,850 Southwood Plumbing & Heating Contractors – Replacement of broken 4-inch backflow device at the Hillside site. Services also include backflow certification and test, as required by the California Water Service Co. Commencing July 2022.

\$11,850 Southwood Plumbing & Heating Contractors – Replacement of broken 6-inch backflow device at the SSFHS site. Services also include backflow certification and test, as required by the California Water Service Co. Commencing July 2022.

District Office – Ed Services

\$9,618 AVID Center – AVID Membership and Weekly fees for the ECHS and SSFHS sites. Services include data tracking, planning guides, self-assessments, and more. Commencing July 1, 2022 through June 30, 2023.

\$12,500 Screencastify, LLC – Provide administrators and teachers a video-creation platform to produce video lessons for their staff and Google classrooms. Commencing July 1, 2022 through June 30, 2023.

\$7,240 ESGi – An annual renewal for ESGi specializing in preloaded, standards-aligned K-2 knowledge and skills assessment, and assessment creation for TK-K teachers. Commencing July 1, 2022 through June 30, 2023.

\$18,000 Bright Morning – Expert facilitation through discussion, reflection, and practice activities to support internalization of contents and application through context. Commencing July 26, 2022 through December 1, 2022.

\$7,000 Quality Behavioral Solutions – Safety-Care Trainer and Safety-Care School Age recertification for District Behaviorists. Commencing August 2022.

| | |
|------------------------|---|
| \$5,000 | Vakis, Dorothea - NPI licensure to approve medical authorizations for LEA reimbursement of SLP, OT and PT services. Commencing July 1, 2022 through June 30, 2023. |
| \$1,475 | Sandra Hanson, Visual Phonics Trainer – Two-day Visual Phonics/See-the-Sound Training and how to apply it to SSFUSD’s current Language Arts Program. Commencing July 1, 2022 through June 30, 2023. |
| \$7,000 | Certified Languages – Phone interpretation services on an as-needed basis for the use of Special Ed Department. Commencing July 1, 2022 through June 30, 2023. |
| Not to exceed \$25,000 | Professional Tutors of America – Instruction and tutoring services on an as-needed basis for the use of Special Ed Department. Commencing July 1, 2022 through June 30, 2023. |
| \$13,000 | Psyched Services – Comprehensive Psychoeducational Evaluation and Functional Behavior Assessments used by educators to help identify student’s psychological and learning disorders. Commencing July 1, 2022 through June 30, 2023. |
| Not to exceed \$10,000 | Kuwada, Loleta – Professional service agreement with Ms. Kuwada acting as Interim Director for Ed Services - Special Projects Induction Coordinator, to assist SSFUSD due to staff shortages. Duties include: Supporting a variety of special projects, assist with preparation and implementation of the Collaborative Inquiry Cycle, and other applicable tasks deemed appropriate by the department. Commencing July 25, 2022. |

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: July 14, 2022

RE: Quarterly Report on Williams Uniform Complaints - April 1, 2022 through June 30, 2022

BACKGROUND:

The passage of legislation in the wake of the Williams Case Settlement (Education Code Section 35186) requires all school districts in California to prepare a report summarizing data on the nature and resolution of all Williams Uniform Complaints received by the district in the past three months. Districts must submit these reports even if there have been no complaints received during that time period. The information is to be reported publicly at a governing board meeting and submitted to the County Superintendent of Schools in April, July, October, and January.

No complaints were filed this quarter.

FISCAL IMPLICATIONS:

None

STAFF RECOMMENDATION:

For information only.

**Quarterly Report on 2021-2022 *Williams* Uniform Complaints
[Education Code § 35186]**

District: South San Francisco Unified School District

Person completing this form: Jay Spaulding Title: Assistant Superintendent, Human Resources

- Quarter Reported:** (check one)
- 1st Quarter: July 2021 through September 2021 – Due October 2021
 - 2nd Quarter: October 2021 through December 2021 – Due January 2022
 - 3rd Quarter: January 2022 through March 2022 – Due April 2022
 - 4th Quarter: April 2022 through June 2022 – Due July 2022

Date for information to be reported publicly at governing board meeting: July 14, 2022.

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district’s written response were emailed to San Mateo County Office of Education.**

| General Subject Area | Number of Complaints Received | Number of Complaints Resolved | Number of Complaints Unresolved |
|---------------------------------------|-------------------------------|-------------------------------|---------------------------------|
| Instructional Materials and Textbooks | N/A | N/A | N/A |
| Facility Conditions | N/A | N/A | N/A |
| Teacher Vacancy or Misassignment | N/A | N/A | N/A |
| TOTAL | N/A | N/A | N/A |

Shawnterra Moore

Print Name of District Superintendent

Signature of District Superintendent

Date

Sign and date the report *after* it is presented at your board meeting.
Please submit the executed report to Systems for District Improvement via email at sdi@smcoe.org.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
DATE: July 14, 2022
RE: Updated Board Policies - *1ST Reading/Approval*

BACKGROUND:

The following Board Policies have been reviewed by the Board Policies and Board Bylaws Committee and are being updated to keep the District in compliance with Education Code and State laws.

1. BP 1312.3 - Uniform Complaint Procedures
2. BP 4119.25, 4219.25, 4319.25 - Political Activities of Employees
3. BP 4140, 4240, 4340 - Bargaining Units
4. BP 5113.2 - Work Permits
5. BP 5126 - Awards for Achievement
6. BP 5141.31 - Immunizations
7. BP 5148.3 - Pre-school/Early Childhood Education
8. BP 6146.2 - Certificate of Proficiency/High School Equivalency
9. BP 6170.1 - Transitional Kindergarten

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

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

PROPOSED
FIRST READING
07/14/2022

CSBA Sample

Board Policy

Community Relations

BP 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. See the section "Complaints Subject to UCP" below for a list of programs and activities subject to these procedures pursuant to state law.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces federal anti-discrimination laws, including Title II of the Americans with Disabilities Act (42 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107).

Whether a complaint of sexual harassment is addressed through the UCP or the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, is dependent on whether the alleged conduct meets the more stringent federal definition or the state definition of sexual harassment. See the accompanying administrative regulation, BP/AR 5147 - Sexual Harassment, and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

The following policy and accompanying administrative regulation reflect all components required by law, **5 CCR 4600-4670, as amended by Register 2020, No. 21**, and the 2020-21 FPM instrument. Additional details provided herein may help districts during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

UNIFORM COMPLAINT PROCEDURES (continued)**Complaints Subject to UCP**

Note: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. Items #1-23 list all programs and activities identified in the FPM instrument. According to CDE, the district's policy must list all such programs and activities and, at the district's discretion, may add a paragraph below the list stating the UCP programs and activities that are implemented in the district.

For further information regarding requirements for the following programs and activities, see the related CSBA policy and/or administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints **regarding the following programs and activities:**

1. Accommodations for pregnant and parenting students (Education Code 46015)

(cf. 5146 - Married/Pregnant/Parenting Students)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)**5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)**

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-8498)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

UNIFORM COMPLAINT PROCEDURES (continued)

9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6142.7 - Physical Education and Activity)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code 8235-8239.1)

(cf. 5148.3 - Preschool/Early Childhood Education)

Note: Pursuant to Education Code 8235.5 and CDE's 2020-21 FPM instrument, the district must use the UCP, with modifications as necessary, to resolve complaints alleging deficiencies in license-exempt California State Preschool Programs related to health and safety issues. Pursuant to 5 CCR 4610, such complaints must be addressed through the procedures described in 5 CCR 4690-4694, as added by Register 2020, No. 21. See the section "Health and Safety Complaints in License-Exempt Preschool Programs" in the accompanying administrative regulations.

23. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #24 below.

UNIFORM COMPLAINT PROCEDURES (continued)

- 24.** Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
- 25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate**

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be **investigated and resolved by the specified agency or through an alternative process:**

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division **or** the appropriate law enforcement agency. **(5 CCR 4611)**

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. **(5 CCR 4611)**

Note: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Department of Fair Employment and Housing (DFEH). See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

3. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: 5 CCR 4610, as amended by Register 2020, No. 21, limits the applicability of the UCP for complaints regarding special education and child nutrition, as provided in items #4-6 below.

- 4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)**

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

- 5. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)**

- 6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)**

Note: Education Code 35186 requires the district to use UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

- 7. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)**

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52059.5 Statewide system of support

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52300-52462 Career technical education

52500-52616.24 Adult schools

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process; school plan for student achievement

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

HEALTH AND SAFETY CODE

1596.792 *California Child Day Care Act; general provisions and definitions*

1596.7925 *California Child Day Care Act; health and safety regulations*

PENAL CODE

422.55 *Hate crime; definition*

422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 2

11023 *Harassment and discrimination prevention and correction*

CODE OF REGULATIONS, TITLE 5

3200-3205 *Special education compliance complaints*

4600-4670 *Uniform complaint procedures*

4680-4687 *Williams uniform complaint procedures*

4690-4694 *Complaints regarding health and safety issues in license-exempt preschool programs*

900-4965 *Nondiscrimination in elementary and secondary education programs*

15580-15584 *Child nutrition programs complaint procedures*

UNITED STATES CODE, TITLE 20

1221 *Application of laws*

1232g *Family Educational Rights and Privacy Act*

1681-1688 *Title IX of the Education Amendments of 1972*

6301-6576 *Title I Improving the Academic Achievement of the Disadvantaged*

6801-7014 *Title III language instruction for limited English proficient and immigrant students*

UNITED STATES CODE, TITLE 29

794 *Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI and Title VII Civil Rights Act of 1964, as amended*

2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*

6101-6107 *Age Discrimination Act of 1975*

11431-11435 *McKinney-Vento Homeless Assistance Act*

12101-12213 *Title II equal opportunity for individuals with disabilities*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy Act*

100.3 *Prohibition of discrimination on basis of race, color or national origin*

104.7 *Designation of responsible employee for Section 504*

106.1-106.82 *Nondiscrimination on the basis of sex in education programs, especially:*

106.8 *Designation of responsible employee for Title IX*

106.9 *Notification of nondiscrimination on basis of sex*

110.25 *Notification of nondiscrimination on the basis of age*

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS (continued)

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Student Privacy Policy Office: <https://www2.ed.gov/about/offices/list/oeped/sppo>

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

U.S. Department of Justice: <http://www.justice.gov>

(3/19 5/20) 12/20

Policy Reference UPDATE Service

Copyright 2020 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

CURRENT

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing Adult Education Programs, After School Education And Safety Programs, Agricultural Vocational Education, American Indian Education Centers and Early Childhood Education Program Assessments, Career Technical And Technical Education And Training Programs, Career Technical Education (federal), Child Care And Development Programs, Child Nutrition Programs, Consolidated Categorical Aid Programs, English Learner Programs, Every Student Succeeds Act/No child Left Behind (Titles I-VII), Migrant Education, Regional occupational Centers and Programs, Special Education Programs, State Preschool, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those

programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173.3 - Education for Juvenile Court School Students)

9. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

10. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

11. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

12. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Human Services, the County Protective Children and Family Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth, homeless children, and former juvenile court school students;
course credits; graduation requirements
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-7014 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Sexual Violence, April 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
Family Policy Compliance Office: <http://familypolicy.ed.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>
U.S. Department of Justice: <http://www.justice.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: March 8, 2018 South San Francisco, California

PROPOSED FIRST READING 07/14/2022

CSBA Sample

Board Policy

All Personnel

BP 4119.25(a)
4219.25
4319.25

POLITICAL ACTIVITIES OF EMPLOYEES

Note: The following policy pertains to political activities of individual employees acting on their own behalf as well as employee organizations. Employees engaging in political activities on behalf of the district are subject to legal limitations as discussed in BP 1160 - Political Processes. **For any portion of the district's educational program that includes instruction related to political philosophy or activities which may be controversial in nature, see the accompanying administrative regulation and BP 6144 - Controversial Issues.**

The First Amendment generally prohibits districts from disciplining an employee because of the employee's engagement in constitutionally protected political activity. In *Pickering v. Board of Education Township High School District*, the U.S. Supreme Court held that a teacher may not be dismissed for exercising the right to speak on issues of public importance, including criticisms of the board and superintendent, without proof of false statements made knowingly or recklessly. However, an employee may be disciplined if the speech impedes the employee's proper performance of daily duties or interferes with the regular operation of the schools.

Districts should be careful that employee discipline does not amount to retaliation in response to the exercise of free speech protected by the First Amendment, and are encouraged to consult legal counsel as appropriate.

The Governing Board **recognizes the importance of political activity, voting, and civic engagement, and** respects the right of **district** employees to engage in political discussions and activities **as individuals** on their own time and at their own expense. **When engaging in such activities,** employees shall make it clear that they are acting **on their own behalf** and not as representatives of the district.

(cf. 1160 - Political Processes)

(cf. 6144 - Controversial Issues)

District employees, as members of the community, may use school facilities for meetings, **including political activities, as permitted** under the Civic Center Act **and district policy.**

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited **political** activities identified in law, **Board policy,** and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

(cf. 1325 - Advertising and Promotion)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees
38130-38139 Civic Center Act
51520 Prohibited solicitations on school premises

ELECTIONS CODE

18304 Prohibition against use of district seal in campaign literature

GOVERNMENT CODE

3543.1 Rights of employee organizations
8314 Prohibition against use of public resources for campaign activity
82041.5 Definition of mass mailing

PENAL CODE

424 Punishment for misuse of public funds

COURT DECISIONS

Heffernan v. City of Paterson, (2016) 136 S. Ct. 1412
Diquisto v. County of Santa Clara, (2010) 181 Cal. App. 4th 236
San Leandro Teachers Association v. Governing Board of the San Leandro Unified School District, (2010) 46 Cal. 4th 822

Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003
California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383

L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551

Pickering v. Board of Education Township High School District, (1968) 88 S. Ct. 1731

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 106 (2001)
84 Ops.Cal.Atty.Gen. 52 (2001)
77 Ops.Cal.Atty.Gen. 56 (1994)

PERB PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS

City of Sacramento, (2019) PERB Dec. No. 2702m
Conejo Valley Unified School District, (2009) PERB Dec. No. 2054
East Whittier School District, (2004) PERB Dec. No. 1727
Turlock Joint Elementary School District, (2004) PERB Dec. No. 1490a
San Diego Community College District, (2001) PERB Order Dec. No. 1467

Management Resources:

WEB SITES

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

California Office of the Attorney General, Dept. of Justice: <http://oag.ca.gov> ~~eaag.state.ca.us/~~

Public Employment Relations Board: <http://www.perb.ca.gov>

(6/98 7/02) 12/20

Policy Reference UPDATE Service

Copyright 2020 by California School Boards Association, West Sacramento, California 95691
All rights reserved.

CURRENT

Board Policy

Political Activities Of Employees

BP 4119.25

Personnel

The Governing Board respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

(cf. 1160 - Political Processes)

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)

(cf. 4118 - Suspension/Disciplinary Action)

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

Legal Reference:

EDUCATION CODE

7050-7057 Political activities of school officers and employees

38130-38139 Civic Center Act

51520 Prohibited solicitations on school premises

GOVERNMENT CODE

3543.1 Rights of employee organizations

COURT DECISIONS

Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003

California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383

L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 106 (2001)

84 Ops.Cal.Atty.Gen. 52 (2001)

77 Ops.Cal.Atty.Gen. 56 (1994)

PERB RULINGS

California Federation of Teachers, Local 1931 v. San Diego Community College District (2001)
PERB Order #1467 (26 PERC 33014)

Management Resources:

CSBA PUBLICATIONS

Political Activities of School Districts: Legal Issues, 1998, revised 2001

WEB SITES

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

Office of the Attorney General, Dept. of Justice: <http://caag.state.ca.us/>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: November 18, 2010 South San Francisco, California

CURRENT

Board Policy

Political Activities Of Employees

BP 4219.25

Personnel

The Governing Board respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

(cf. 1160 - Political Processes)

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)

(cf. 4118 - Suspension/Disciplinary Action)

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

Legal Reference:

EDUCATION CODE

7050-7057 Political activities of school officers and employees

38130-38139 Civic Center Act

51520 Prohibited solicitations on school premises

GOVERNMENT CODE

3543.1 Rights of employee organizations

COURT DECISIONS

Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003

California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383

L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 106 (2001)

84 Ops.Cal.Atty.Gen. 52 (2001)

77 Ops.Cal.Atty.Gen. 56 (1994)

PERB RULINGS

California Federation of Teachers, Local 1931 v. San Diego Community College District (2001)
PERB Order #1467 (26 PERC 33014)

Management Resources:

CSBA PUBLICATIONS

Political Activities of School Districts: Legal Issues, 1998, revised 2001

WEB SITES

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

Office of the Attorney General, Dept. of Justice: <http://caag.state.ca.us/>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: November 18, 2010 South San Francisco, California

CURRENT

Board Policy

Political Activities Of Employees

BP 4319.25

Personnel

The Governing Board respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

(cf. 1160 - Political Processes)

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)

(cf. 4118 - Suspension/Disciplinary Action)

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

Legal Reference:

EDUCATION CODE

7050-7057 Political activities of school officers and employees

38130-38139 Civic Center Act

51520 Prohibited solicitations on school premises

GOVERNMENT CODE

3543.1 Rights of employee organizations

COURT DECISIONS

Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003

California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383

L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 106 (2001)

84 Ops.Cal.Atty.Gen. 52 (2001)

77 Ops.Cal.Atty.Gen. 56 (1994)

PERB RULINGS

California Federation of Teachers, Local 1931 v. San Diego Community College District (2001)
PERB Order #1467 (26 PERC 33014)

Management Resources:

CSBA PUBLICATIONS

Political Activities of School Districts: Legal Issues, 1998, revised 2001

WEB SITES

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

Office of the Attorney General, Dept. of Justice: <http://caag.state.ca.us/>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: November 18, 2010 South San Francisco, California

PROPOSED
FIRST READING
07/14/2022

CSBA Sample
Board Policy

BP 4140(a)
4240
4340

All Personnel
BARGAINING UNITS

Note: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to Government Code 3540.1, the definition of "exclusive representative" includes representation of "all public school employees" other than management and confidential employees, as defined.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

BARGAINING UNITS (continued)

Note: In East Whittier School District, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting employees from wearing union buttons is justified by special circumstances. See PERB's ruling in City of Sacramento. Due to the legal uncertainty in this area, districts are encouraged to consult legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit.
(Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4301 - Administrative Staff Organization)
(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Note: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. The Public Employment Relations Board ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

BARGAINING UNITS (continued)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually. **For purposes other than negotiations and bargaining, such employees** may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Note: The **remainder of this section** is **optional**. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

BARGAINING UNITS (continued)

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

BARGAINING UNITS (continued)

Access to Employee Contact Information

Note: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In County of Los Angeles v. Service Employees International Union, Local 721, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union **is presumptively relevant to the union's role as bargaining agent and** does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or **of** any employee who provides **a** written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

BARGAINING UNITS (continued)

(cf. 1340 - Access to District Records)

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

Note: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, bargaining unit employees who choose not to join an employee organization **cannot** be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to **the employee** by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by Janus v. AFSCME.

Education Code 45060 and **45168** set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

BARGAINING UNITS (continued)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Legal Reference: (see next page)

BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS

City of Sacramento, (2019) PERB Dec. No. 2702m

East Whittier School District, (2004) PERB Dec. No. 1727

Management Resources:

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

(10/17 7/18) 12/20

Policy Reference UPDATE Service

Copyright 2020 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

CURRENT

Board Policy **Bargaining Units**

BP 4140

Personnel

The Governing Board recognizes the right of public school employees to form bargaining units, select an employee organization as the exclusive representative of their unit, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

The Board shall negotiate only with the exclusive representative of each bargaining unit.
(Government Code 3543.3)

Certificated and classified employees shall not be included in the same bargaining unit.
(Government Code 3545)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Management and Supervisory Employees

Employees serving in a management, senior management, or confidential position shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. (Government Code 3543.4)

However, the district may recognize a bargaining unit of supervisors if that unit includes all supervisory employees and if the unit does not represent the employee whom the supervisors supervise. (Government Code 3545)

Management, supervisory, and confidential positions shall be classified as follows:
(Government Code 3540.1)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.

(cf. 4301 - Administrative Staff Organization)

3. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Maximizing School Board Governance: Collective Bargaining

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

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

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: November 18, 2010 South San Francisco, California

CURRENT

Board Policy **Bargaining Units**

BP 4240
Personnel

The Governing Board recognizes the right of public school employees to form bargaining units, select an employee organization as the exclusive representative of their unit, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

The Board shall negotiate only with the exclusive representative of each bargaining unit.
(Government Code 3543.3)

Certificated and classified employees shall not be included in the same bargaining unit.
(Government Code 3545)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Management and Supervisory Employees

Employees serving in a management, senior management, or confidential position shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. (Government Code 3543.4)

However, the district may recognize a bargaining unit of supervisors if that unit includes all supervisory employees and if the unit does not represent the employee whom the supervisors supervise. (Government Code 3545)

Management, supervisory, and confidential positions shall be classified as follows:
(Government Code 3540.1)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.

(cf. 4301 - Administrative Staff Organization)

3. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Maximizing School Board Governance: Collective Bargaining

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

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

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: November 18, 2010 South San Francisco, California

PROPOSED

FIRST READING

07/14/2022

CSBA Sample

Board Policy

Students

BP 5113.2(a)

WORK PERMITS

Note: The following **optional** policy may be revised to reflect district practice. Education Code 49160 requires minors to obtain a work permit issued by the proper educational officers in order to accept employment, even for periods when school is not in session. See the accompanying administrative regulation for further information about the conditions under which a work permit is required, **specified exceptions**, and the process for issuing permits.

The Governing Board recognizes that part-time employment can provide students with income, job experience, **and valuable life skills and should be permitted to the extent that such employment does not interfere with a student's education.** **Before accepting any** offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee, regardless of whether the employment will occur when school is in session and/or not in session, **unless otherwise exempted by law.**

(cf. 6178 - Career Technical Education)

Note: Education Code 49111, 49112, and 49116 and Labor Code 1391-1391.1 limit the number of hours that students may work on school days and days when school is not in session; see the accompanying administrative regulation. According to the **Department of Industrial Relations' Child Labor Laws**, districts have discretion to establish lower limits than provided by law for the maximum number of work hours and may impose additional requirements such as a minimum grade point average (e.g., 2.0) for issuance of a work permit. **However, Education Code 49200, as added by AB 908 (Ch. 64, Statutes of 2020), prohibits consideration of grades, grade point average, or school attendance in the event the student's school has been physically closed for an extended time due to a natural disaster, pandemic, or other emergency. See the accompanying administrative regulation.**

The following **optional** paragraph should be revised to reflect criteria established by the Board.

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits **shall be required to** demonstrate and maintain a 2.0 grade point average and satisfactory school attendance, **except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation.** On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

WORK PERMITS (continued)

Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

(cf. 5112.1 - Exemptions from Attendance)

| |
|---|
| Note: Education Code 49130-49135 specify circumstances under which students between the ages of 14 and 18 may receive a permit to work full time. |
|---|

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. A student age 14 or 15 who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

(cf. 6178.1 - Work-Based Learning)

(cf. 6184 - Continuation Education)

Legal Reference: (see next page)

WORK PERMITS (continued)

Legal Reference:

EDUCATION CODE

48230 Exemption from full-time school attendance for students with work permits

48231 Exemption from compulsory attendance for students entering attendance area near end of term

49100-49101 Compulsory attendance

49110-49119 Permits to work

49130-49135 Permits to work full time

49140-49141 Exceptions

49160-49165 Employment of minors; duties of employers

49180-49183 Violations

49200 Permit to work during extended emergency school closure

51760-51769.5 Work experience education

52300-52499.66 Career technical education

LABOR CODE

1285-1312 Employment of minors

1391-1394 Working hours for minors

CODE OF REGULATIONS, TITLE 5

10120-10121 Work permits

16023-16027 District records, retention and destruction

CODE OF REGULATIONS, TITLE 8

11701-11707 Prohibited and dangerous occupations for minors

11750-11763 Work permits and conditions, minor employed in entertainment industry

CODE OF FEDERAL REGULATIONS, TITLE 29

570.1-570.129 Child labor regulations

ATTORNEY GENERAL OPINIONS

18 Ops.Cal.Atty.Gen. 114 (1951)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Permit to Employ and Work, Form B1-4

Statement of Intent to Employ a Minor and Request for a Work Permit - Certificate of Age, Form B1-1

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Child Labor Laws, 2000-2013

WEB SITES

California Department of Education, Work Experience Education: <http://www.cde.ca.gov/ci/ct/we>

California Department of Industrial Relations: <http://www.dir.ca.gov>

(11/04 3/08) 12/20

Policy Reference UPDATE Service

Copyright 2020 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

CURRENT

Board Policy

Work Permits

BP 5113.2

Students

The Governing Board recognizes that part-time employment can provide students with income as well as job experience that can help them develop appropriate workplace skills and attitudes. Upon obtaining an offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee in accordance with law, regardless of whether the employment will occur when school is in session and/or not in session.

(cf. 6178 - Career Technical Education)

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits must demonstrate and maintain a 2.0 grade point average and satisfactory school attendance. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

(cf. 5112.1 - Exemptions from Attendance)

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. A student age 14 or 15 who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

(cf. 6178.1 - Work Experience Education)

(cf. 6184 - Continuation Education)

Legal Reference:

EDUCATION CODE

48230 Exemption from full-time school attendance for students with work permits

48231 Exemption from compulsory attendance for students entering attendance area near end of term

49100-49101 Compulsory attendance

49110-49119 Permits to work

49130-49135 Permits to work full time

49140-49141 Exceptions

49160-49165 Employment of minors; duties of employers

49180-49183 Violations

51760-51769.5 Work experience education

52300-52499.66 Career technical education

LABOR CODE

1285-1312 Employment of minors

1391-1394 Working hours for minors

CODE OF REGULATIONS, TITLE 5

16023-16027 District records, retention and destruction

CODE OF REGULATIONS, TITLE 8

11701-11707 Prohibited and dangerous occupations for minors

11750-11763 Work permits and conditions, minor employed in entertainment industry

CODE OF FEDERAL REGULATIONS, TITLE 29

570.1-570.129 Child labor regulations

ATTORNEY GENERAL OPINIONS

18 Ops.Cal.Atty.Gen. 114 (1951)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Work Permit Handbook for California Schools: Laws and Regulations Governing the Employment of Minors, 2007

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Child Labor Laws, 2000

WEB SITES

California Department of Education, Work Experience Education:

<http://www.cde.ca.gov/ci/ct/we>

California Department of Education, Office of Regional Occupational Centers and Programs and Workforce Development: <http://www.cde.ca.gov/ci/ct/wd>

California Department of Industrial Relations: <http://www.dir.ca.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: November 18, 2010 South San Francisco, California

**PROPOSED
FIRST READING
07/14/2022**

**CSBA Sample
Board Policy**

BP 5126(a)

Students

AWARDS FOR ACHIEVEMENT

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, **artistic**, extracurricular, **athletic**, **and** community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Note: Education Code 44015 authorizes the Governing Board to give district-level awards to students for "excellence" and mandates that the district adopt rules and regulations implementing any such awards program. See the accompanying administrative regulation for language implementing this mandate.

Pursuant to Education Code 44015, when such an awards program is established in a district, the Board must budget funds for this purpose, but may authorize awards from funds under its control whether or not budgeted funds have been provided or the budgeted funds are exhausted.

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or **monetary** gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

Note: The following **optional** section is for use by districts that maintain high schools. Education Code 51450-51455 establish the Golden State Seal Merit Diploma which may be awarded by the Superintendent of Public Instruction (SPI) and the State Board of Education to students identified as demonstrating mastery of the high school core curriculum. See the accompanying administrative regulation for eligibility criteria.

At graduation from high school, students whose academic achievements in core curriculum areas have been outstanding **may receive special recognition**.

AWARDS FOR ACHIEVEMENT (continued)

The Superintendent or designee shall identify **graduating** high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

State Seal of Biliteracy

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World Language Instruction)

(cf. 6174 - Education for English Learners)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. **The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.**

State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

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

(cf. 0415 - Equity)

(cf. 6157 - Distance Learning)

(cf. 6158 - Independent Study)

(cf. 6159 - Individualized Education Program)

(cf. 6172 - Gifted and Talented Student Program)

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

AWARDS FOR ACHIEVEMENT (continued)**Scholarship and Loan Fund**

Note: The following section is for use by districts that choose to establish and maintain a scholarship and loan fund pursuant to Education Code 35310-35319. If the district chooses to establish such a fund, it should revise the following paragraph to reflect only those purposes for which it wishes to make funds available.

The Board shall establish and maintain a scholarship and loan fund which **shall** be used to provide interest-free loans for educational advancement, scholarship, **and/or** grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference: (see next page)

AWARDS FOR ACHIEVEMENT (continued)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Biliteracy

51470-51474 State Seal of Civic Engagement

52164.1 Assessment of English language skills of English learners

GOVERNMENT CODE

54950-54963 Brown Act open meeting laws

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

~~11517.60-11519.56~~ **English Language Proficiency Assessments for California Assessment of English language development**

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

SSCE Implementation Guidance

WEB SITES

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

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

Californians Together: <http://www.californianstogether.org>

(3/12 4/15) 12/20

Policy Reference UPDATE Service

Copyright 2020 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

CURRENT

Board Policy

Awards For Achievement

BP 5126

Students

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

Biliteracy Award

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6174 - Education for English Language Learners)

Scholarship and Loan Fund

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Biliteracy

52164.1 Assessment of English language skills of English learners

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

11510-11516 Assessment of English language development

Management Resources:

WEB SITES

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

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

Californians Together: <http://www.californianstogether.org>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: February 24, 2016

South San Francisco, California

PROPOSED
FIRST READING
07/14/2022

CSBA Sample
Board Policy

BP 5141.31(a)

Students
IMMUNIZATIONS

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 6142.8 - Comprehensive Health Education)

Note: The following **optional** paragraph should be revised to reflect the grade levels and programs offered by the district.

Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission are fully immunized against all specified diseases before advancing to grade 7. See the accompanying administrative regulation for requirements pertaining to the immunization record, including the diseases for which students must be immunized.

Health and Safety Code 120335, provides that **such immunization requirements do not apply when** a parent/guardian files a letter or affidavit prior to January 1, 2016 stating personal beliefs opposed to immunization (effective only until the student enters the next grade span), a student is enrolled in independent study and does not receive classroom-based instruction, **or a student who qualifies for an individualized education program (IEP) is accessing any special education and related services required by the student's IEP. Additionally, Health and Safety Code 120730, as amended by SB 276 (Ch. 278, Statutes of 2019) and SB 714 (Ch. 281, Statutes of 2019), and Health and Safety Code 120372, as added by SB 276 and amended by SB 714, specify the conditions under which a medical exemption is effective.** See the accompanying administrative regulation for further information about exemptions.

Each student enrolling for the first time in a district school, preschool, or child care and development program or enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that **the student** has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

IMMUNIZATIONS (continued)

Note: 17 CCR 6035 allows a student **transferring from another school in the United States** to be conditionally admitted for up to 30 **school** days while waiting for the transfer of immunization records from **the student's** previous school; see the accompanying administrative regulation. However, the California Department of Public Health's **California Immunization Handbook for Pre-kindergarten (Child Care) Programs and Schools** recommends that schools request parents/guardians to bring their child's personal immunization record from **the child's** health care provider to registration, rather than waiting for the cumulative file.

Pursuant to 42 USC 11431 and Education Code 48853.5, homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records. See AR 6173 - Education for Homeless Children and AR 6173.1- Education for Foster Youth. In addition, pursuant to Education Code 49701, children of military families must be allowed 30 days from the date of enrollment to obtain required immunizations; see AR 6173.2 - Education of Children of Military Families. These exceptions are also addressed in the accompanying administrative regulation.

Transfer students shall be requested to present immunization record upon registration at district schools.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

Note: The following **optional** paragraph is for use by districts that permit medical personnel to administer immunizations at school as authorized by Education Code 49403. Pursuant to Education Code 49403, immunizations may be provided by a licensed physician or, if acting under the direction of a supervising physician, a registered nurse (including a school nurse), physician assistant, nurse practitioner, licensed vocational nurse, or nursing student acting under the supervision of a registered nurse. The authority of any health care practitioner, other than a licensed physician, to administer immunizations in a school immunization program is limited to immunizations for annual seasonal influenza, influenza pandemic episodes, and other diseases that represent a current or potential outbreak as declared by a federal, state, or local public health officer. Whenever a health care provider is authorized to administer immunizations at school, the school nurse must be notified and must maintain control, as necessary, as the supervisor of health in accordance with Education Code 44871 and other statutes.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code **48980**, 49403)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

IMMUNIZATIONS (continued)*Legal Reference:*EDUCATION CODE44871 *Qualifications of supervisor of health*46010 *Total days of attendance*48216 *Immunization **and exclusion from attendance***48853.5 *Immediate enrollment of foster youth*48980 *Required notification of rights*49403 *Cooperation in control of communicable disease and immunizations*49426 *Duties of school nurses*49701 *Flexibility in enrollment of children of military families*51745-51749.6 *Independent study*HEALTH AND SAFETY CODE120325-120380 *Immunization against communicable disease, especially:*120335 *Immunization requirement for admission***120372 *Statewide medical exemption electronic standardized form***120395 *Information about meningococcal disease, including recommendation for vaccination*120440 *Disclosure of immunization information*CODE OF REGULATIONS, TITLE 5430 *Student records; **definition***CODE OF REGULATIONS, TITLE 176000-6075 *School attendance immunization requirements*UNITED STATES CODE, TITLE 201232g *Family Educational Rights and Privacy Act*UNITED STATES CODE, TITLE 4211432 *Immediate enrollment of homeless children*CODE OF FEDERAL REGULATIONS, TITLE 3499.1-99.67 *Family Educational Rights and Privacy**Management Resources:*CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**Exemptions FAQs****Guide to Immunizations Requirements for Pre-kindergarten (Child Care)****Guide to Immunizations Requirements for K-12th Grade School Entry****Parents' Guide to Immunizations Required for Pre-kindergarten (Child Care)****Parents' Guide to Immunizations Required for School Entry****Vaccinations and Medical Exemptions Questions and Answers****California Immunization Handbook for Pre-kindergarten (Child Care) Programs and Schools, 10th Edition, July 2019**EDUCATION AUDIT APPEALS PANEL PUBLICATIONS**Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting**U.S. DEPARTMENT OF EDUCATION GUIDANCE**Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009***Management Resources continued: (see next page)*

IMMUNIZATIONS (continued)

Management Resources: (continued)

WEB SITES

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

California Department of Public Health, Immunization Branch:

<https://www.cdph.ca.gov/programs/cid/dcdc/pages/immunize.aspx>

California Department of Public Health, Shots for Schools:

<https://www.shotsforschool.org>

California Health & Human Services Agency: <https://www.chhs.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

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

(11/10 10/15) 12/20

Policy Reference UPDATE Service

Copyright 2020 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

CURRENT

Board Policy Immunizations

BP 5141.31
Students

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board desires to cooperate with state and local health agencies to encourage immunization of all district students against preventable diseases.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 5141.22 - Infectious Diseases)

Students entering a district school or child care and development program, or transferring between school campuses, shall present an immunization record which shows at least the month and year of each immunization in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5148 - Child Care and Development)

A transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall present written documentation by a physician, nurse or clinic, showing that the required immunizations were received. If such documentation is not presented, the student shall be excluded from school until immunization requirements are met.

The Superintendent or designee may arrange for qualified medical personnel to administer immunizations at school to any student whose parent/guardian has consented in writing.
(Education Code 49403)

(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - School Health Services)
(cf. 5145.6 - Parental Notifications)

Legal Reference:
EDUCATION CODE
46010 Total days of attendance

48216 Immunization
48980 Required notification of rights
49403 Cooperation in control of communicable disease and immunizations
HEALTH AND SAFETY CODE
120325-120380 Immunization against communicable disease especially:
120335 Immunization requirement for admission
120440 Disclosure of immunization information
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements

Management Resources:

DEPARTMENT OF HEALTH SERVICES

Commonly Asked Questions About the New School Immunization Requirements, March 1999

WEB SITES

CDE: <http://www.cde.ca.gov>

California Department of Public Health, Immunization Branch:

<http://cdph.ca.gov/programs/immunize>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: November 18, 2010 South San Francis

PROPOSED
FIRST READING
07/14/2022

CSBA Sample
Board Policy

BP 5148.3(a)

Students
PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. The Board desires to provide children ages 3-4 years access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 6171 - Title I Programs)

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

(cf. 1330.1 - Joint Use Agreements)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

(cf. 6011 - Academic Standards)

(cf. 6170.1 - Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)

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

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611, **4690-4694**)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

*Legal Reference:*EDUCATION CODE

8200-8499.10 *Child Care and Development Services Act, especially:*
 8200-8209 *General provisions for child care and development services*
 8230-8233 *Migrant child care and development program*
 8235-8239.1 *California State Preschool Program*
 8240-8244 *General child care and development programs*
 8250-8252 *Programs for children with special needs*
 8263 *Eligibility and priorities for subsidized child development services*
 8263.3 *Disenrollment of families due to reduced funding levels*
 8264.8 *Center-based child care programs, staffing ratios*
 8273.1 *Family fees*
 8360-8370 *Personnel qualifications*
 8400-8409 *Contracts, administrative appeal procedure*
 8493-8498 *Facilities, capital outlay*
 8499.3-8499.7 *Local child care and development planning councils*
 44065 *Interchange between certificated and classified positions*
 44256 *Credential types*
 48000 *Transitional kindergarten*
 48985 *Notification, primary language other than English*

HEALTH AND SAFETY CODE

1596.70-1596.895 *California Child Day Care Act*
 1596.90-1597.21 *Day care centers*
 120325-120380 *Immunization requirements*

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4690-4694 Health and safety complaints in license-exempt preschool programs

18000-18434 *Child care and development programs, especially:*
 18130-18136 *California State Preschool Program*
 18295 *Waiver of qualifications for site supervisor*
 80105-80125 *Permits authorizing service in child development programs*

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)*Legal References Continued:*CODE OF REGULATIONS, TITLE 22101151-101239.2 *General requirements, licensed child care centers, especially:*101151-101163 *Licensing and application procedures*101212-101231 *Continuing requirements*101237-101239.2 *Facilities and equipment*UNITED STATES CODE, TITLE 201400-1482 *Individuals with Disabilities Education Act*6311-6322 *Title I, relative to preschool*6371-6376 *Early Reading First*6381-6381k *Even Start family literacy programs*6391-6399 *Education of migratory children*UNITED STATES CODE, TITLE 429831-9852c *Head Start programs*9857-9858r *Child Care and Development Block Grant*CODE OF FEDERAL REGULATIONS, TITLE 451301.1-1305.2 *Head Start**Management Resources:*CSBA PUBLICATIONS*What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*California Preschool Learning Foundations**Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010**Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009**Prekindergarten Learning Development Guidelines, 2000**First Class: A Guide for Early Primary Education, 1999*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016**Good Start, Grow Smart, April 2002*WEB SITESCSBA: <http://www.csba.org>California Association for the Education of Young Children: <http://www.caeyc.org>California County Superintendents Educational Services Association: <http://www.ccsesa.org>California Department of Education: <http://www.cde.ca.gov>California Head Start Association: <http://caheadstart.org>California Preschool Instructional Network: <http://www.cpin.us>Child Development Policy Institute: <http://www.cdpi.net>Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>First 5 Association of California: <http://www.cafc.ca.gov>National Institute for Early Education Research: <http://nieer.org>U.S. Department of Education: <http://www.ed.gov>

(7/15 10/18) 12/20

Policy Reference UPDATE ServiceCopyright 2020 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

CURRENT

Board Policy

Preschool/Early Childhood Education

BP 5148.3

Students

The Governing Board recognizes that high-quality preschool experiences for children ages 3-4 years help them develop knowledge, skills, and attributes necessary to be successful in school and provide for a smooth transition into the elementary education program. Such programs should provide developmentally appropriate activities in a safe, well-supervised, cognitively rich environment.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

Collaboration with Community Programs

The Superintendent or designee shall collaborate with other agencies, organizations, the county office of education, and private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a community-wide plan to increase children's access to high-quality preschool programs.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

Information about preschool options in the community shall be provided to parents/guardians upon request.

The Superintendent or designee shall establish partnerships with feeder preschools to facilitate articulation of the preschool curriculum with the district's elementary education program.

District Preschool Programs

When the Board determines that it is feasible, the district may provide preschool services in facilities at or near district schools.

The Board shall set priorities for establishing or expanding services as resources become available. In so doing, the Board shall give consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 0520.1 - High Priority Schools Grant Program)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.4 - Quality Education Investment Schools)
(cf. 6171 - Title I Programs)

On a case-by-case basis, the Board shall determine whether the district shall directly administer preschool programs or contract with public or private providers to offer such programs.

Facilities for preschool classrooms shall be addressed in the district's comprehensive facilities plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations.

(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

To enable children of working parents/guardians to participate in the district's preschool program, the Superintendent or designee shall recommend strategies to provide a full-day program and/or to link to other full-day child care programs in the district or community to the extent possible.

(cf. 5148 - Child Care and Development)
(cf. 5148.1 - Child Care Services for Parenting Students)
(cf. 5148.2 - Before/After School Programs)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning. Program staff shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

The district's program shall be aligned with preschool learning foundations published by the California Department of Education which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. Program components shall address social-emotional, physical, and cognitive development in key areas that are necessary for kindergarten readiness.

The district's preschool program shall provide appropriate services to support the needs of English learners and children with disabilities.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6174 - Education for English Language Learners)

To maximize the ability of children to succeed in the preschool program, program staff shall support children's health through proper nutrition and physical activity and shall provide or make referrals to health and social services.

(cf. 3550 - Food Services/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4312.5 - Criminal Record Check)
(cf. 4131 - Staff Development)
(cf. 4212.5 - Criminal Record Check)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The Superintendent or designee shall regularly report to the Board regarding enrollments in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

8200-8499.10 Child Care and Development Services Act, especially:
8200-8209 General provisions for child care and development services
8230-8233 Migrant child care and development program
8235-8239 California state preschool program
8250-8252 Programs for children with special needs
8263 Eligibility and priorities for subsidized child development services
8300-8303 Early Learning Quality Improvement System Advisory Committee

8360-8370 Personnel qualifications
8400-8409 Contracts
8493-8498 Facilities
8499.3-8499.7 Local child care and development planning councils
54740-54749 Cal-SAFE program for pregnant/parenting students and their children
HEALTH AND SAFETY CODE
1596.70-1596.895 California Child Day Care Act
1596.90-1597.21 Day care centers
120325-120380 Immunization requirements
CODE OF REGULATIONS, TITLE 5
18000-18434 Child care and development programs
80105-80125 Permits authorizing service in child development programs
UNITED STATES CODE, TITLE 20
6311-6322 Title I, relative to preschool
6319 Qualifications for teachers and paraprofessionals
6371-6376 Early Reading First
6381-6381k Even Start family literacy programs
6391-6399 Education of migratory children
UNITED STATES CODE, TITLE 42
9831-9852 Head Start programs
9858-9858q Child Care and Development Block Grant
CODE OF FEDERAL REGULATIONS, TITLE 22
101151-101239.2 General requirements, licensed child care centers, including:
101151-101163 Licensing and application procedures
101212-101231 Continuing requirements
101237-101239.2 Facilities and equipment
CODE OF FEDERAL REGULATIONS, TITLE 45
1301-1310 Head Start

Management Resources:

CSBA PUBLICATIONS

Expanding Access to High-Quality Preschool Programs: A Resource and Policy Guide for School Leaders, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Preschool Learning Foundations, Vol. 1, 2008

Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2007

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

08-13 California State Preschool Program, November 2008

01-06 The Desired Results for Children and Families System, May 31, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Good Start, Grow Smart, April 2002

WEB SITES

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

California Association for the Education of Young Children: <http://www.caeyc.org>
California Children and Families Commission: <http://www.cafc.ca.gov>
California County Superintendents Educational Services Association: <http://www.ccsesa.org>
California Department of Education: <http://www.cde.ca.gov>
California Head Start Association: <http://caheadstart.org>
California Preschool Instructional Network: <http://www.cpin.us>
Child Development Policy Institute: <http://www.cdpi.net>
Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>
First 5 Association of California: <http://www.f5ac.org>
National Institute for Early Education Research: <http://nieer.org>
National School Boards Association: <http://www.nsba.org>
Preschool California: <http://www.preschoolcalifornia.org>
U.S. Department of Education: <http://www.ed.gov>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: November 18, 2010 South San Francisco, California

**PROPOSED
FIRST READING
07/14/2022**

**CSBA Sample
Board Policy**

BP 6146.2(a)

Instruction

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

The Governing Board desires that every student have the opportunity to earn a high school diploma through successful completion of **district graduation requirements**. However, when a student is unable to do so, the Board encourages completion of an alternative program that allows **the student** to obtain an equivalent certificate.

*(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6200 - Adult Education)*

Eligible persons **who pass the California High School Proficiency Examination may obtain a certificate of proficiency from the State Board of Education (SBE). Eligible persons who pass a general educational development test designated by the SBE may obtain a high school equivalency certificate from the testing service.**

The Superintendent or designee shall make information available to interested persons regarding the eligibility and examination requirements of each program.

(cf. 6164.2 - Guidance/Counseling Services)

Interested persons shall register for the test directly with the testing service and pay the applicable fee. However, the fee shall be waived for a homeless or foster youth who is under age 25 years, meets all other registration requirements, and submits certification of homeless or foster youth status. (Education Code 48412; 5 CCR 11524-11526, 11533-11534.1)

Legal Reference: (see next page)

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (continued)

Legal Reference:

EDUCATION CODE

48400-48403 Persons subject to compulsory continuation education

48410 Persons exempt from continuation classes

48412 Certificate of proficiency; examination fees

48413 Enrollment in continuation classes

48414 Reenrollment in district

51420-51427 High school equivalency certificate

52052 Accountability; numerically significant student subgroups

CODE OF REGULATIONS, TITLE 5

11520-11523 Proficiency examination and certificate

11530-11532 High school equivalency certificate

Management Resources:

WEB SITES

California Department of Education, California High School Proficiency Examination:

<http://www.cde.ca.gov/ta/tg/sp>

California Department of Education, High School Equivalency Tests:

<http://www.cde.ca.gov/ta/tg/gd>

California High School Proficiency Examination: <https://www.chspe.net>

General Educational Development Test: <https://ged.com>

High School Equivalency Test: <https://hiset.ets.org>

(6/91 3/03) 12/20

Policy Reference UPDATE Service

Copyright 2020 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

CURRENT

Board Policy

Certificate Of Proficiency/High School Equivalency

BP 6146.2

Instruction

The Governing Board desires that every student have the opportunity to earn a high school diploma through successful completion of class work and examination. However, when a student is unable to do so, the Board encourages completion of an alternative program that allows him/her to obtain an equivalent certificate.

(cf. 5147 - Dropout Prevention)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

(cf. 6200 - Adult Education)

Eligible persons may obtain a certificate of proficiency or a high school equivalency certificate in accordance with law, Board policy and administrative regulation.

The Superintendent or designee shall make information available to interested persons regarding the eligibility and examination requirements of each program.

(cf. 6164.2 - Guidance/Counseling Services)

Legal Reference:

EDUCATION CODE

48400-48403 Persons subject to compulsory continuation education

48410 Persons exempt from continuation classes

48412 Certificate of proficiency; examination fees

48413 Enrollment in continuation classes

48414 Reenrollment in district

51420-51427 High school equivalency certificate

CODE OF REGULATIONS, TITLE 5

11520-11523 Proficiency examination and certificate

11530-11532 High school equivalency certificate (GED)

Management Resources:

CDE PUBLICATIONS

Adult Education Handbook for California, 1997

WEB SITES

CDE, GED Office: <http://www.cde.ca.gov/ged>
CDE, High School Proficiency: <http://www.cde.ca.gov/statetests/chspe>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: November 18, 2010 South San Francisco, California

PROPOSED FIRST READING 07/14/2022

CSBA Sample Board Policy

BP 6170.1(a)

Instruction

TRANSITIONAL KINDERGARTEN

Note: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, any child whose fifth birthday is between September 2 and December 2 must be offered a transitional kindergarten (TK) program.

Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten (e.g., class size, minimum school day, facilities) are also applicable to TK. The district will receive funding based on average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000.

For guidance on implementing TK programs, see the [Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers](#), published by the California Department of Education (CDE).

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills **needed** to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program shall admit children whose fifth birthday **are within the following spans, designated by the California Department of Education's for that academic year's universally available TK:** (Education Code 48000)

TRANSITIONAL KINDERGARTEN (continued)

- In the 2022–23 school year, children who will turn five between September 2 and February 2 are eligible for TK.
- In the 2023–24 school year, children who will turn five between September 2 and April 2 are eligible for TK.
- In the 2024–25 school year, children who turn five between September 2 and June 2 are eligible for TK.
- In the 2025–26 school year, and in each school year thereafter, children who will turn four by September 1 are eligible for TK.”

Parents/guardians of eligible children shall be notified of the availability of the TK program and **of the** age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

On a case-by-case basis, a child whose fifth birthday is on or before September 1 **may be admitted into the district's TK program** upon request of a child's parents/guardians, **if** the Superintendent or designee determines that it is in the child's best interest.

Note: The following paragraph is **optional**. Pursuant to Education Code 48000, the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after December 2. Such students may be admitted at any time during the school year, including at the beginning of the year. Education Code 48000 provides that districts will not receive ADA apportionment for a child whose birthday is after December 2 until the child's fifth birthday.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

TRANSITIONAL KINDERGARTEN (continued)*(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential **knowledge and** skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

*(cf. 5148.3 - Preschool/Early Childhood Education)**(cf. 6011 - Academic Standards)**(cf. 6174 - Education for English Learners)*

The Board shall establish the length of the school day in the district's TK program, **which shall be at least three hours but no more than four hours long. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program** either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code **8973**, 37202, 46111, 46115, 46117, 48003)

*(cf. 6111 - School Calendar)**(cf. 6112 - School Day)*

Note: The following **optional** paragraph may be revised to reflect district practice. According to CDE's "Transitional Kindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled **in the same classroom** with **4 four**-year-old students from a California State Preschool Program as long as **all of the requirements of each program are met and** the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

(cf. 5148.3 - Preschool/Early Childhood Education)**Staffing**

Note: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early childhood education credential issued by the Commission on Teacher Credentialing authorizing instruction in TK. Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below.

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.

TRANSITIONAL KINDERGARTEN (continued)

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, **2021**, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Note: The following section is consistent with guidance in CDE's "Transitional Kindergarten FAQs."

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

Note: The following **optional** paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see "Eligibility" section above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. CDE recommends that approval for a student to continue in kindergarten not be sought until near the end of the year of TK, since permission obtained unreasonably far in advance could be found invalid.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

Note: The following section may be revised to reflect district practice. One assessment resource for TK students is CDE's [Desired Results Developmental Profile](#), which is designed to assess the developmental progression of all children from early infancy to kindergarten entry.

TRANSITIONAL KINDERGARTEN (continued)

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. **The Superintendent or designee** shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, **and student preparedness for future education.**

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

*Legal Reference:*EDUCATION CODE

8235 California State Preschool Program

8970-8974 **Early primary programs;** extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48003 Kindergarten annual report

48200 Compulsory education, starting at age six

*Management Resources:*CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District

Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

California Preschool Learning Foundations, Vol. 3, 2012

California Preschool Curriculum Framework, Vol. 2, 2011

California Preschool Learning Foundations, Vol. 2, 2010

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

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

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <https://tkcalifornia.org>

(10/17 10/18) 12/20

Policy Reference UPDATE Service

Copyright 2020 by California School Boards Association, West Sacramento, California 95691

All rights reserved.

CURRENT

Board Policy **Transitional Kindergarten**

BP 6170.1

Instruction

The Governing Board desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

Pursuant to Education Code 48200, each person between the ages of 6 and 18 years is subject to compulsory full-time education, unless otherwise exempted by law. Thus, parents/guardians are not required to enroll children in transitional kindergarten or kindergarten but, if they do so, are subject to the age criteria specified below.

The district's transitional kindergarten program shall admit children whose fifth birthday lies between: (Education Code 48000)

1. November 2 and December 2 in the 2012-13 school year
2. October 2 and December 2 in the 2013-14 school year
3. September 2 and December 2 in the 2014-15 school year and each school year thereafter

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

Curriculum and Instruction

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the district's kindergarten program.

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective

instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year at their home school. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

The District will adhere to the District's transitional kindergarten program guidelines.

Program Evaluation

The Superintendent or designee shall develop or identify appropriate assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

44258.9 Assignment monitoring by county office of education

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48200 Compulsory education, starting at age six

60605.8 Academic Content Standards Commission, development of Common Core Standards

Management Resources:

CSBA PUBLICATIONS

Transitional Kindergarten, Issue Brief, July 2011

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES

ASSOCIATION PUBLICATIONS

Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

11-08 Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

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

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

Policy SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

adopted: November 6, 2014 South San Franc

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: July 14, 2022

RE: Approval of Infinite Campus License Agreement with SSFUSD to be Utilized as an “Evergreen” Agreement

BACKGROUND:

Infinite Campus will continue to provide license, implementation services, software maintenance, training, product support, technical support services and application hosting to the District. The Infinite Campus agreement is being submitted to be approved as an “Evergreen” agreement which will roll over automatically and indefinitely until either interested party gives notice to terminate. Agreement to be in effect as “Evergreen” beginning 2022-23 through indefinitely. The amount will vary yearly based on the number of students.

FISCAL IMPLICATIONS:

Infinite Campus will maintain and provide student information services for SSFUSD. The fiscal impact, for the 2022-23 school year is \$118,325.50; 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, 7,933, and supporting services. The agreement will be reviewed every 12 months for the fiscal impact. The amount will vary yearly based on the number of students; the yearly invoice will be submitted for approval.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the “Evergreen” agreement with Infinite Campus in the amount of \$118,325.50, for the 2022-23 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 S San Francisco, CA 94080-4423 (“**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 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, feature use, system loads, product installation, and/or similar information, 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. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

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 | S San Francisco, CA 94080-4423 |

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 shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) 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, if it is allowed to do so. 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 education records 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 education records 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 education records 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.
- 10.13 Purchase of Online Registration. by agreeing to purchase Online Registration, Licensee is also agreeing to use Infinite Campus Digital Repository Services whose terms are governed by the terms and conditions linked here: [Digital Repository Services: Terms of Service](#)

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

Infnite Campus, Inc.

South San Francisco Unified School District

By: 
Step, nie Svoboda (Dec10, 2020 09:07CST)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

its:

EXHIBIT A

ONSITE APPLICATION HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Onsite 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 5 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. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

10.3 Alterations

Except as provided herein, in the Agreement, 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 the 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.

10.5 Disclosure.

Company may not disclose Licensee Content to any third party except: (i) its employees, consultants, and subcontractors who need access to such information and solely for purposes of providing services to Licensee under the Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in the Agreement; (ii) to the extent it was already capable of being known by or in the possession of the third party without restriction on use or disclosure; or (iii) to the extent compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction, provided that 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.

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 5 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.

INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement (“**Agreement**”) is made between **Infinite Campus, Inc**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 (“**Company**”) and South San Francisco Unified School District with offices located at 398 B St S San Francisco, CA 94080-4423 (“**Licensee**”).

RECITALS

- A. Licensee finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Licensee finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Licensee's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and (ii) such 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**”;
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the “**Infinite Campus Services**”);
- E. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products 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 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Licensee with Infinite Campus Services according to the fees described in the Order and Pricing Schedule.

2.0 Agreement Term and Termination

2.1 Agreement Term

The term of this Agreement (the “Term”) shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b 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 30 days to cure.

2.3 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.

2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

3.0 Payment Terms

3.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

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.

3.3 Travel Expenses

Licensee agrees to pay Company for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Company's performance of its duties under this Agreement, as applicable. Such expenses shall be incurred in accordance with the Business Expense Policy attached hereto.

4.0 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.

5.0 General Terms and Conditions

5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in

a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pomographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 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.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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, 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.

5.8 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.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, 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 | S San Francisco, CA 94080-4423 |

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

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. 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>.

5.10.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 shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of

Company under this Agreement.

5.10.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, if it is allowed to do so. 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.

5.10.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.

5.10.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with Section 6.3.b of the End User License Agreement. Company shall not knowingly retain copies of any education records 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 education records 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).

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

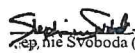
Infinite Campus, Inc.

South San Francisco Unified School Dist

By:

Name:

By:


Step, nie Svoboda (Dec 10, 2020 09:07CST)

Name: Stephanie Svoboda

Its:

Its: Authorized Signer

Attachment 1

POLICY 314

BUSINESS EXPENSE POLICY

POLICY:

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses:

The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines:

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

Travel Expenses:

The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals (M&IE)

The employee will be reimbursed for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

M&IE amounts are calculated on a "per trip" basis. As an example, an employee traveling for three days to a location with a \$44 M&IE rate would have an amount of \$132 for the trip (\$44*3). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE) Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: July 14, 2022

RE: Approval of New and Revised Course Proposals

The following courses are submitted to the Board of Trustees for consideration and approval for implementation beginning with the 2022-23 school year:

- Advanced Placement (AP) Environmental Science (new)
- Leadership (revision)

Each course is presented below with background information including whether the course is new or a revision to an existing course, an overview of course content, audience, and monitoring. (Details on both courses follow this memo.) These courses have been developed by SSFUSD teachers as a collaborative effort across schools and are aligned with school and District priorities as well as California Curriculum Standards. As part of the review process, course development teams and site administrators were required to consider the impact on the master schedule and staffing, and how students would be supported to access and successfully complete the course.

I. Advanced Placement (AP) Environmental Science

BACKGROUND:

El Camino High School would like to begin offering this course starting in the 2022-23 school year. Environmental Science is an important topic for our students to study as it impacts their lives and community. This is an interdisciplinary science course that is intended to be a third year of science, and is potentially more accessible to a wider range of students because of its interdisciplinary content that does not require a high level of math. ECHS will be alternating between offering the AP Environmental Science course and AP Biology each year.

Course Description

The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Environmental Science is interdisciplinary, embracing topics from geology, biology, environmental studies, environmental science, chemistry, and geography.

Audience

This course would be available to students in grades 11 and 12 who have fulfilled two years of science (one life and one physical science course) and have passed Algebra 1.

FISCAL IMPLICATIONS:

- AP Summer Institute - \$850
- Textbooks and review book - \$156 for hardcover text and an e-book for 70 students = \$10,920
- AP Exam Prep Book - Strive for 5 - \$38 for workbook for 70 students = \$2,660

TOTAL = \$14,430

Potential Impact

For the 2022-23 school year, ECHS is projecting two sections for a total of up to 70 students. This course is being advertised to students as an academic elective or a third year science course for college eligibility. Because this interdisciplinary science course is seen as more accessible in terms of content and level of math required, we anticipate that it will help us reach a broader range of students and increase the number of students across student groups who are enrolling in AP courses and successfully taking the AP exams. In turn, providing this additional option for a third year science course will also positively impact our overall UC/CSU A-G rate and college and career readiness.

Monitoring Progress and Effectiveness

The viability of the program will be monitored with both quantitative and qualitative data including course enrollments and completions, grades, student test scores on the California Science Test and AP Environmental Science exams, UC/CSU A-G rate, California Dashboard College and Career Readiness rates, and student and teacher feedback.

II. Leadership

BACKGROUND:

Both ECHS and SSFHS have had a Leadership class for many years. In this class, students develop their leadership and project management skills as they support the functions of student government. The Leadership teachers for both schools have worked together to revise the course as a UC/CSU “G” interdisciplinary elective course.

Course Description

The leadership class is designed to facilitate the Student Government program. The class is intended to provide time for Associated Student Body (ASB) members to accomplish their goals and duties as representatives of the student body. Students develop their leadership skills in long and short term goal setting, time management/organization, communication, school and community service, interpersonal relations, problem-solving, team building, and evaluation and reflection. Leadership has two goals: one, increase the positive school culture through academic and social events, and two, help students enrolled in the class become more effective leaders. This includes mastery of the following core leadership skills: communication, planning/organization, problem-solving, constructive feedback/evaluation, writing critically, reflectively, and persuasively; creativity, professionalism, confidence/public speaking, persistence, empathy, and service.

Audience

This course would be available to students who have been accepted into the Leadership class by application and/or election.

(FISCAL IMPLICATIONS:

Since the Leadership course has been offered consistently at both ECHS and SSFHS for many years, there is no anticipated change to course enrollment or section allocation.

The revised Leadership course will use a primary text to ground their leadership discussions and skill development. Cost of the book: 7 Habits of Highly Effective Teens (Covey, 2014) \$8.99 for 100 students = **\$899.00**. This book is also used in other classes, such as AVID, so each site may not need as many copies.

Potential Impact

The revised Leadership course replaces the existing course, and no change to enrollment for the Leadership classes is anticipated. Students who complete the Leadership course may use it to fulfill the “G” elective credit category for UC/CSU eligibility and therefore may have a positive impact on our overall UC/CSU A-G rate and college and career readiness.

Monitoring Progress and Effectiveness

The viability of the program will be monitored with both quantitative and qualitative data including course enrollments and completions, grades, UC/CSU A-G rate, California Dashboard College and Career Readiness rates, and student and teacher feedback.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the new course of study for AP Environmental Science, for implementation at ECHS as well as the revised course for Leadership, for implementation at ECHS and SSFHS, beginning in the 2022-23 school year.

New Course Proposal Form

| | |
|--------------------------------|------------------|
| Author - Casey Owen | Date - 4/27/2022 |
| School - El Camino High School | |

| | | | | | |
|---------------------------|--|--|-----------------------------|--|--|
| Course Title | AP Environmental Science | | | | |
| Course Description | The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Environmental science is interdisciplinary, embracing topics from geology, biology, environmental studies, environmental science, chemistry, and geography. | | | | |
| Length of Course | <input type="checkbox"/> Semester <input checked="" type="checkbox"/> Year <input type="checkbox"/> Other | | | | |
| Grade Level | <input type="checkbox"/> 9-12 | <input type="checkbox"/> 9 | <input type="checkbox"/> 10 | <input checked="" type="checkbox"/> 11 | <input checked="" type="checkbox"/> 12 |
| Department | <input type="checkbox"/> English <input type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Science <input type="checkbox"/> Social Science <input type="checkbox"/> World Language <input type="checkbox"/> Physical Education <input type="checkbox"/> Visual & Performing Arts <input type="checkbox"/> Career Technical Education* <input type="checkbox"/> Other | | | | |
| | *If CTE, indicate the Industry Sector and Pathway: | | | | |
| Prerequisite | <p>From College Board: Students should have completed two years of high school laboratory science—one year of life science and one year of physical science (e.g., a year of biology and a year of chemistry). Due to the quantitative analysis required in the course, students should also have taken at least one year of algebra. Also desirable (but not necessary) is a course in earth science.</p> <p>SSFUSD will use the following prerequisite guidelines:</p> <ul style="list-style-type: none"> • Biology with a C or better • Chemistry with a C or better • Algebra 1 with a C or better <p>OR:</p> <ul style="list-style-type: none"> • Biology with a C or better • Earth Science with a C or better • Marine Science with a C or better • Algebra 1 with a C or better | | | | |
| Corequisite | N/A | | | | |
| Is Course A-G | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes. If yes indicate the A-G category <ul style="list-style-type: none"> <input type="checkbox"/> A- History <input type="checkbox"/> B- English <input type="checkbox"/> C- Math <input checked="" type="checkbox"/> D- Science (lab) <input type="checkbox"/> E- World Language <input type="checkbox"/> F- Fine Art (cannot be taught online) <input type="checkbox"/> G- Elective | | | |

| | | |
|---|-----------------------------|---|
| | | <input type="checkbox"/> History/Social Science <input type="checkbox"/> English <input type="checkbox"/> ELD <input type="checkbox"/> Math <input type="checkbox"/> Math/Computer <input type="checkbox"/> Lab Science Biology/ Life Science <input type="checkbox"/> Physical Science <input type="checkbox"/> Integrated Science <input type="checkbox"/> Language other than English <input type="checkbox"/> Visual and Performing Arts <input type="checkbox"/> Interdisciplinary |
| Honors Credit? | <input type="checkbox"/> No | <input type="checkbox"/> Yes <i>You can only write for honors credit if an existing course with the same title has been approved for College Prep credit.</i> |
| Is the course Online, Hybrid, or Classroom Based? | Classroom | |

Please answer the questions below:

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

- Course would help bolster our district's ability to meet California DOE Environmental Literacy objectives
- Student Interest: > 40 students have already signed up for the course
- Increases options/access to college readiness curriculum (AP)

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

Yes. Teacher will also be attending AP Summer Institute in preparation for teaching the course.

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

Facilities - Yes
Equipment - Needs to be purchased
Materials - Textbook needs to be adopted and purchased

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

50 - 60 students

5. **Funding**

| Items Needed | Estimate Cost (if known) |
|--------------|--|
| Textbooks | \$156 each for hardcover text + Digital text |

| | |
|---------------------------------|---|
| | \$61.25 each for Digital text only (1 year) |
| Supplementary materials | \$38 each for AP exam prep workbook |
| <u>Staffing</u> 2 sections | .4 FTE |
| Technology | |
| Other: additional lab equipment | To be determined |

COURSE OVERVIEW

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

The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Environmental science is interdisciplinary, embracing topics from geology, biology, environmental studies, environmental science, chemistry, and geography.

COURSE CONTENT

Number of Units 9

Unit 1: The Living World: Ecosystems

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

The first unit sets the foundation for the course by examining the Earth as a system with interdependent components, processes, and relationships. Students will examine the distribution of resources in ecosystems and its influences on species interactions. There is a global distribution of terrestrial and aquatic biomes—regional ecosystems—that each have specific environmental features based on their shared climate. This distribution is dynamic, and it has changed due to global climate change. Each ecosystem relies on biogeochemical cycles for survival. These cycles facilitate the acquisition and transfer of energy into usable forms, and they can be altered by human activities. In subsequent units, students will apply their understanding of ecosystems to the living world and examine the importance of biodiversity.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C

- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 2: The Living World: Biodiversity

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

Biodiversity, which includes genetic, species, and habitat diversity, is critically important to ecosystems. Biodiversity in ecosystems is a key component to sustaining life within the living world. Natural and human disruptions have short- and long-term impacts on ecosystems. Ecological succession can occur in terrestrial and aquatic ecosystems in both developed and developing areas. Organisms within ecosystems must adapt to the changes created by these disruptions. In subsequent units, students will examine in greater detail how populations change over time.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 3: The Living World: Populations

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

Populations within ecosystems change over time in response to a variety of factors. This unit examines the relationship between the type of species and the changes in a habitat over time. Specialist species are advantaged by habitats that remain constant, while generalist species tend to be advantaged by habitats that are changing. Different reproductive patterns, including those exhibited by K- and r-selected species, also impact changes to population. Population growth is limited by environmental factors, especially by the availability of resources and space. In subsequent units, students will explore how increases in populations affect earth systems and resources, land and water use, and energy resources.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 4: Earth Systems and Resources

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

This unit explores earth systems and its resources that support life. Geological changes that occur to earth systems at convergent and divergent boundaries can result in the creation of mountains, island arcs, earthquakes, volcanoes, and seafloor spreading. Soils are a resource, formed when parent material is weathered, transported, and deposited. The atmosphere is another resource, composed of certain percentages of major gasses. Climate is influenced by the sun's energy, Earth's geography, and the movement of air and water. In subsequent units, students will examine how humans use natural resources and the impact on the environment.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 5: Land and Water Use

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

This unit explores human activities that disrupt ecosystems both positively and negatively and the methods employed to reduce impact. It examines human use of natural resources through many means, including mining and clearcutting, and the impacts on the environment. Agricultural practices in particular can cause environmental disruption. For example, one of the largest uses of freshwater is for irrigation. Every irrigation method employed for agriculture has its own benefits and drawbacks. In subsequent units, students will examine different types of energy resources, the consumption of these resources, and the impact on the environment.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 6: Energy Resources and Consumption

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

This unit examines human use of renewable and nonrenewable sources of energy and its impact on the environment. Energy consumption differs throughout the world and the availability of natural energy resources depends on the region's geologic history. Subsequent units will examine the impact of human activity on the atmosphere, land, and water.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 7: Atmospheric Pollution

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

Air pollution has many sources and effects, both indoors and outdoors. Air is a natural resource that covers the Earth and crosses many system boundaries. Human activities affect the quality of the air both indoors and outdoors. Through legislation, the Clean Air Act regulates the emission of air pollutants that affect human health. The gasses and particulates in the atmosphere come from both natural and human sources; once air pollution sources are identified, methods can be used to reduce it. Subsequent units will focus on

pollution's impacts to land and water.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 8: Aquatic and Terrestrial Pollution

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

Pollution created by human activities directly impacts ecosystems in the air, on land, and in water. The source of pollution can sometimes be easy to identify, but other times the source is diffused. There are many human health issues that can be linked to pollution. Legislation has been created to reduce discharges of pollution in water and regulate drinking water. Increases in waste cause global concerns for organisms that live on land and in water. In the final unit, students will explore how local and regional human activities can have a global impact.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal lab or research report.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Unit 9: Global Change

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

A central aspect of environmental science is to understand the global impact of local and regional human activities. Humans can mitigate their impact through sustainable use of resources. Human activities can cause ozone depletion in the stratosphere and increases in the greenhouse gasses in the atmosphere. Increases in greenhouse gasses can cause human health and environmental problems. These environmental problems include global climate change, ocean warming, and endangered species. Overall, this course provides an opportunity to examine the interrelationships among the natural world and challenges students to evaluate and propose solutions to a variety of environmental problems.

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

Student grades for this unit will be based on a Unit Summative Assessment that includes Multiple Choice and Free Response Questions. These questions will be assigned from AP Classroom and comprise of released AP Environmental Science exam questions, practice questions, and topic questions.

Additionally student grades for this unit will be based on the submission of a formal research report that proposes a local solution to aid in the prevention of a current environmental problem.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

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

Fall Final:

- Multiple Choice Section of a released AP Environmental Science exam. Students will be graded based on their score on questions from units covered during the Fall Semester.
- Please see released [AP Environmental Free Response Questions](#) for an example of the style and rigor of questions used on the final.

Spring Final:

- Multiple Choice Section of a released AP Environmental Science exam. Students will be graded based on their score on questions from units covered during the entire year.
- Please see released [AP Environmental Free Response Questions](#) for an example of the style and rigor of questions used on the final.

The following grading scales will be used to determine proficiency:

- 0-19.9% - Limited evidence - F
- 20-39.9% - Does not meet standard - D
- 40 - 59.9% - Approaching standard - C
- 60-79.9% - Meets standard - B
- 80-100% - Exceeds standard - A

Instructional Materials

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

| Type of Material: Textbook, literary text, manual, periodical, scholarly article, website, primary doc, other | Author | Publisher | Edition, Year | URL | Primary book/ read in its entirety? Yes, no |
|---|--|--------------------------------|---------------|-----|--|
| Hardcover and/or Digital Text | Andrew Friedland and Rick Relyea | Bedford, Freeman & Worth | 2019 | | Yes |
| Strive for 5 | Andrew Friedland and Rick Relyea | Bedford, Freeman & Worth | 2019 | | No |
| | | | | | |
| | | | | | |
| | | | | | |

Signatures:

| | | |
|----------------------|--|------|
| Site Approval by | | Date |
| District Approval by | | Date |

Course Code Information (District Office Use Only)

| | |
|---------------------|--|
| Course Title | |
| Short Course Title | |
| Course ID | |
| Department | |
| Grade High-Low | |
| State Category Code | |

New Course Proposal Form

| | |
|--|------------------|
| Authors: Christopher Nichols and Laurel Dearborn | Date May 3, 2022 |
|--|------------------|

| | | | | | |
|--------------------|---|---|--|---|---|
| Course Title | 1315F / 1315S Leadership | | | | |
| Course Description | <p>The leadership class is designed to facilitate the Student Government program. The class is intended to provide time for Associated Student Body (ASB) members to accomplish their goals and duties as representatives of the student body. Students develop their leadership skills in long and short term goal setting, time management/organization, communication, school and community service, interpersonal relations, problem-solving, team building, and evaluation and reflection. Leadership has two goals: one, increase the positive school culture through academic and social events, and two, help students enrolled in the class become more effective leaders. This includes mastery of the following core leadership skills: communication, planning/organization, problem-solving, constructive feedback/evaluation, writing critically, reflectively, and persuasively; creativity, professionalism, confidence/public speaking, persistence, empathy, and service.</p> | | | | |
| Length of Course | <input checked="" type="checkbox"/> Year | | | | |
| Grade Level | <input checked="" type="checkbox"/> 9-12 | <input type="checkbox"/> 9 | <input type="checkbox"/> 10 | <input type="checkbox"/> 11 | <input type="checkbox"/> 12 |
| Department | <input type="checkbox"/> English | <input type="checkbox"/> Mathematics | <input type="checkbox"/> Science | <input type="checkbox"/> Social Science | <input type="checkbox"/> World Language |
| | <input type="checkbox"/> Physical Education | <input type="checkbox"/> Visual & Performing Arts | <input type="checkbox"/> Career Technical Education* | <input checked="" type="checkbox"/> Other | |
| | *If CTE, indicate the Industry Sector and Pathway: | | | | |
| Prerequisite | | | | | |
| Corequisite | | | | | |
| Is Course A-G | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes. If yes indicate the A-G category <input type="checkbox"/> A- History <input type="checkbox"/> B- English <input type="checkbox"/> C- Math <input type="checkbox"/> D- Science (lab) <input type="checkbox"/> E- World Language <input type="checkbox"/> F- Fine Art (cannot be taught online) <input checked="" type="checkbox"/> G- Elective <input type="checkbox"/> History/Social Science <input type="checkbox"/> English <input type="checkbox"/> ELD <input type="checkbox"/> Math <input type="checkbox"/> Math/Computer <input type="checkbox"/> Lab Science Biology/ Life Science | | | |

| | | |
|---|-------------|--|
| | | <input type="checkbox"/> Physical Science <input type="checkbox"/> Integrated Science <input type="checkbox"/> Language other than English <input type="checkbox"/> Visual and Performing Arts <input checked="" type="checkbox"/> Interdisciplinary |
| | <u>X</u> No | <input type="checkbox"/> Yes <i>You can only write for honors credit if an existing course with the same title has been approved for College Prep credit.</i> |
| Is the course Online, Hybrid, or Classroom Based? | | Classroom based |

Please answer the questions below:

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

Both El Camino and South San Francisco High Schools have had a Leadership class for many years. This course facilitates the student government program and develops students' leadership and project management skills through the planning and implementation of various events and projects throughout the school year. The course has been revised for submission to UC/CSU for a-g approval as a "g" interdisciplinary elective course, which will allow our Leadership students to earn UC/CSU "g" credit for completing the course.

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

Yes

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

Yes

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

100 students

5. **Funding**

| Items Needed | Estimate Cost (if known) |
|-------------------------|--------------------------|
| Textbooks | \$8.99 each |
| Supplementary materials | |
| Staffing | |

| | |
|------------|--|
| Technology | |
| Other | |

COURSE OVERVIEW

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

The leadership class is designed to facilitate the Student Government program. The class is intended to provide time for Associated Student Body (ASB) members to accomplish their goals and duties as representatives of the student body. Students develop their leadership skills in long and short term goal setting, time management/organization, communication, school and community service, interpersonal relations, problem-solving, team building, and evaluation and reflection. Leadership has two goals: one, increase the positive school culture through academic and social events, and two, help students enrolled in the class become more effective leaders. This includes mastery of the following core leadership skills: communication, planning/organization, problem-solving, constructive feedback/evaluation, writing critically, reflectively, and persuasively; creativity, professionalism, confidence/public speaking, persistence, empathy, and service.

COURSE CONTENT [DUPLICATE THE TABLE FOR EACH UNIT]

Number of Units 7 (minimum of 6 for a yearlong course)

Unit 1: Leadership Practices

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

Students will define leadership, examine different leadership styles, and create goals for themselves for the year. Students will take the Leadership Practices Inventory (LPI) assessment and reflect on their leadership style. Students will define leadership and create leadership goals and class goals for the school year.

Student Learning Outcomes:

Identifying vision and a systematic plan for implementation of the team's goals leads to its ultimate success. The team should first identify why its mission is important and then set attainable goals to achieve its objectives.

Students will be able to:

1. Set short-term and long-term personal goals.
2. Set attainable goals to improve school culture and climate.
3. Create a plan of action for achieving goals.
4. Create timelines for meeting goals and monitor progress to ensure on-time completion.

5. Self-evaluate, solicit peer and advisor feedback, and make adjustments to goals, behavior, and processes as necessary.
6. Give feedback to peers in a positive and constructive manner.

Common Core Connections:

CCSS.MATH.PRACTICE.MP3

Construct viable arguments and critique the reasoning of others.

CCSS.MATH.PRACTICE.MP4

Model with mathematics.

CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

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

Students will engage in guided group discussion about the definition of leadership, and different leadership styles. Students will write a short narrative (250 - 500 words) explaining what they hope to get out of leadership, and articulating their goals for the course and the school year.

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

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Unit 2: Planning

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

Students will look at different ways to plan various types of school and community projects. They will learn and implement a project planning process to ensure that they are thinking about all the different aspects of organizing an event. Students will work to delegate tasks appropriately, as well as anticipate potential problems and plan solutions to those potential setbacks before they occur. Students will learn how to plan for the myriad aspects of an event, to communicate with necessary individuals and how to organize all the details of an event in a timely fashion. Students will learn to evaluate an event and identify improvements for future planning.

Student Learning Outcomes:

Effective leaders work collaboratively to create vision, purpose, and direction for their team. Particular emphasis on positive group dynamics leads to the best possible outcome for the team's mission.

Students will be able to:

1. Acknowledge different personality types and how to work together in an all-inclusive group setting.
2. Appreciate the diversity of others, and the value of representing a diverse student body.
3. Assumes a leadership role in an activity or group work that allows them to facilitate and direct the group's activities.
4. Serves as a participating member of a group.
5. Enlist others to share a common vision.
6. Celebrates accomplishments and recognizes the contributions of others.
7. Considers diverse ideas, synthesizes viewpoints, and analyzes claims and evidence on all sides of an issue when considering possible solutions.
10. Once made, support decisions of the group.

Common Core Connections:

CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

CCSS.ELA-LITERACY.SL.11-12.1.D

Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

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

In groups, students will plan and implement a school event using a project-planning format. They will be responsible for every aspect of the event including budgeting, personnel, marketing, communication and implementation.

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

After their event, they will evaluate the success and write about what they learned about themselves and their ability to work in a group. They will also evaluate the planning process and identify changes that they think are necessary to improve both the process and the results for future events.

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Unit 3: Public Speaking

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

Students will learn and practice the skills necessary to become an effective public speaker. These skills will include: projection, articulation, eye contact, body language, and confidence. This will be done by watching and evaluating other leadership students' presentations as well as delivering their own presentation..

Student Learning Outcomes:

Student leaders speak in the public arena in formal and informal settings. A variety of verbal and non-verbal factors ensure the success of their communication.

Students will be able to:

1. Acknowledges the audience and purpose of the occasion and adapts speech and content accordingly.
2. Plan and execute accurate pace and timing.
3. Utilize standard microphone procedures.
4. Use appropriate volume, tone, emphasis, and diction.
5. Utilizes effective body language and eye contact.
6. Demonstrate a variety of techniques to connect with the audience and to maintain the audience's attention.
7. Effectively incorporate a variety of media into speech content when applicable.

Common Core Connections:

CCSS.ELA-LITERACY.SL.11-12.4

Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

CCSS.ELA-LITERACY.SL.11-12.5

Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

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

Students will deliver a presentation to their peers, and will watch and evaluate other leadership student's presentations and provide detailed written feedback to the presenter.

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

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Unit 4: Feedback

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

Students will learn how to give constructive feedback and evaluation. Students will use real-world examples, personal anecdotes, literary and film examples and research on giving effective feedback. Students will discuss and evaluate positive constructive feedback using various methods. Students will then practice giving feedback constructively and evaluate what is required for growth of student leaders, peers, and organizations. Students will also learn how to evaluate ideas for their strengths and weaknesses and how to communicate that information while maintaining a professional and positive environment within groups.

Student Learning Outcomes:

Effective leaders seek the feedback of outside observers in order to expand their leadership skills.

Students will be able to:

1. Acknowledge the value of feedback for both personal and organizational growth.
2. Use appropriate tone and language to provide constructive written and oral feedback.
4. Periodically, evaluate the job performance of their leadership peers to provide both personal and organizational growth.

Common Core Connections:

CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

CCSS.ELA-LITERACY.SL.11-12.3

Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

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

Students will creatively illustrate the importance of effective feedback in a real-time campus and classroom setting. Their analysis will be required to reflect all of their learning from constant feedback and demonstrate their knowledge of the importance of effective feedback to the growth of themselves, their peers, and the leadership class as an organization.

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

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Unit 5: Writing

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

Students will practice how to write in three important ways: critically, reflectively, and persuasively. Students will review the differences among these styles of writing and when to appropriately use each. Students will learn about organization, clarity, and the use of evidence when writing in any style. The importance of effective writing in business, education and groups will be discussed.

Student Learning Outcomes:

Written communication is the foundation of the student leadership program. Even when words are meant to be spoken (e.g., Homecoming script, auto-dialer message to families), it all begins with the written word.

Students will be able to:

1. Apply knowledge of proper tone, formatting, and the appropriate use of business or friendly letters.
2. Apply knowledge of proper tone, formatting, and the appropriate use of business or friendly email.
3. Prepare and present committee reports.
4. Use appropriate tone and language when giving written feedback.
5. Creates a résumé and/or portfolio.
6. Organize, write, and publish attention-grabbing messages suitable for the occasion and audience.
7. Create an invitation suitable for occasion and audience.
8. Create eye-catching, effective posters and flyers.
11. Creates eye-catching, effective social media messages.

Common Core Connections:

CCSS.ELA-LITERACY.W.11-12.2

Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective concepts, and information clearly and accurately through the effective selection, organization, and analysis of content. selection, organization, and analysis of content.

CCSS.ELA-LITERACY.W.11-12.4

Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

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

Students will create a persuasive poster or an electronic advertisement. Students will write reflectively in short journal assignments and will be evaluating class events. Students will write proposals of class and school events for administrative approval.

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

Students will write an end of semester essay reflecting on their goals and growth throughout the school year.

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Unit 6: Leadership Practices

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

Leadership Students will learn about creative problem-solving in real-world situations. They will work to identify the core issues of any situation and look at problems from other perspectives. Students will work in groups to develop and implement proposed solutions and will meet with appropriate personnel to present their solutions and persuade others of the viability of their ideas. Students will analyze examples of novel approaches to issues and will learn about effective brainstorming. Students will learn how to build off of others' ideas in order to find a more creative and effective solution to the problem. This will be done through real work and hypothetical situational analysis of issues.

Student Learning Outcomes:

Managing groups requires developing and refining skills related to listening, advising, effectively communicating, and seeking outside support as needed.

Students will be able to:

1. Identify the presence of a conflict and determine whether it is an individual or group conflict.
2. In an individual conflict, the student leader will utilize active listening techniques, acknowledge their role in the conflict, and reach mutual agreement on a path forward.
3. In a group conflict, the student leader will identify individuals' roles in the conflict, utilizes active listening techniques with the group, acknowledge their own role in the conflict, and reach group consensus on a path forward.
4. Provide a forum for discussion surrounding problems that the school population may be facing.
6. Seek out opportunities for the school community to share problems and concerns.
7. Considers diverse ideas, synthesizes viewpoints, and analyzes claims and evidence on all sides of an issue when considering possible solutions.

Common Core Connections:

CCSS.MATH.PRACTICE.MP3

Construct viable arguments and critique the reasoning of others.

CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

CCSS.ELA-LITERACY.SL.11-12.1.D

Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning.

Include detailed but concise descriptions of the parameters of the products?

Students will work in groups to identify an issue that is important in their school or community. They will research the problem and brainstorm potential solutions that are viable, affordable and realistic. They will then create an action plan to fix the problem and present that plan to the class.

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

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Unit 7: Leadership Practices

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

Students will learn about effective reflection and self-assessment. They will read, research, and evaluate ways in which self-reflection can improve leadership effectiveness. They will use leadership journals to evaluate their ongoing reflection and the importance of being honest about one's strengths and weaknesses as well as needs for growth and improvement.

Student Learning Outcomes:

Effective leaders continually self evaluate and reflect in order to expand their leadership skills.

Students will be able to:

1. Acknowledges the value of reflection and self assessment for both personal and organizational growth.
2. Following an activity, the student leader reflects upon the activity's successes and areas for growth through an individual, small group, whole group, and/or whole school evaluation process.
3. Periodically, the student leader evaluates their job performance to provide both personal and organizational growth.

Common Core Connections:

CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

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

Students will put together a leadership portfolio synthesizing their learning for the year. This will include their leadership journal for the year (referenced above), a reflective essay evaluating their growth and

development and justifying it with specific examples from the year, a grade evaluation which includes specific reasoning and evidence about what grade they deserve and why, a leadership self-assessment and a future growth plan for the following year (this may include for seniors a targeted plan for participating in college-level leadership opportunities).

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

Leadership accountability forms. (Spanning the entire course) throughout the course, students will use weekly accountability forms and journals to reflect both on their long term and short term goals, as well as considering their personal and team growth throughout the school year.

Instructional Materials

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

At least one primary text is required

| Type of Material: Textbook, literary text, manual, periodical, scholarly article, website, primary doc, other | Author | Publisher | Edition, Year | URL | Primary book/ read it its entirety? Yes, no |
|---|------------|---------------------|---------------|-----|--|
| Book: 7 Habits of Highly Effective Teens | Sean Covey | Simon & Schuster | 1st, 2019 | | yes |
| | | | | | |

Signatures:

| | | |
|----------------------|--|------|
| Site Approval by | | Date |
| District Approval by | | Date |

Course Code Information (District Office Use Only)

| | |
|--------------------|--|
| Course Title | |
| Short Course Title | |
| Course ID | |
| Department | |

| | |
|---------------------|--|
| Grade High-Low | |
| State Category Code | |

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: July 14, 2022

RE: Approval of the Stride (Fuel Education) Agreement for Independent Study for 2022-23

BACKGROUND:

SSFUSD would like to partner with Stride (Fuel Education) for parents/guardians that would like their student to participate in Independent Study in lieu of in person instruction for the 2022-23 school year. SSFUSD conducted an Independent Study Survey in May 2022. Approximately 20 students/families expressed interest at the elementary level and 35 at the secondary level. SSFUSD is requesting a total of 30 reusable elementary licenses and 45 reusable secondary licenses offering up to six courses per semester for secondary students. Due to the change in AB 130 and that school districts are no longer required to offer independent study for students/families, the District has decided to purchase these licenses conservatively with the option to purchase additional ones if needed.

FISCAL IMPLICATIONS:

The cost for 75 K-12 licenses (30 for elementary and 45 for secondary) is approximately **\$414,000** with the option to purchase additional as needed. This cost takes into account the cost of instructional services and well as instructional materials for the 75 licenses. The cost will be incurred using ESSER III funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Stride (Fuel Education) for the duration of 1 year for the total amount of \$414,000 as presented.



This Online Educational Products and Services Order (this "Order"), dated as of 8/1/2022 (the "Order Effective Date"), is between South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 8/1/2022 through 7/31/2023 and is not eligible for a renewal period.
2. **Territory:** Students served by South San Francisco Unified School District, CA
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

| Qty | Product | Product Description | Unit Price | Total Price |
|------------|---|---|------------|-------------|
| 30 | K12 K-5 Full-time Enrolled Student License (Content and Hosting, Upfront) | License for a single student to enroll in up to six K-5 courses per semester. Physical materials and instruction ordered separately. | \$760.00 | \$22,800.00 |
| 45 | K12 6-12 Full-time Standard Enrolled Student License (Content and Hosting, Upfront) | License for a single student to enroll in up to six (6) 6-12 courses per semester from the Standard Catalog. Physical materials and instruction ordered separately. | \$760.00 | \$34,200.00 |
| As Ordered | K12 K-5 Instruction Add-On | Instruction for a single student in a K12 K-5 annual course. | \$500.00 | As Ordered |
| As Ordered | K12 6-12 Instruction Add-On | Instruction for a single student in a K12 6-12 semester course. | \$250.00 | As Ordered |
| As Ordered | K12 K-12 Physical Course Materials | Leased K12 student physical materials for one student enrolled in one course | \$100.00 | As Ordered |
| 1 | Full Time School Implementation | Implementation & onboarding of new Full Time School program. | \$3,000.00 | \$3,000.00 |

4. Description of Educational Products.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

K12 Materials

Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors.

A complete list of required materials may be accessed at

<https://www.fueleducation.com/materials>.

FuelEd will reclaim durable Materials by informing the Customer and/or its students which Materials need to be returned and provide pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable material is

not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customers will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

Instructional Services:

Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customer's receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Services Billing Terms:

Services shall be invoiced upon order. No refunds except as otherwise noted.

K12 K-12 Enrolled Student License and K12 K-12 Course Licenses :

Customer will be invoiced for the ordered number of K12 K-12 Enrolled Student Licenses and K12 K-12 Course Licenses promptly following the Order Effective Date. If, during the Period, Customer enrolls students in K12 K-12 Enrolled Student Licenses or K12 K-12 Course Licenses in addition to those ordered hereunder, Customer will be invoiced for such additional licenses at a pro-rated Unit Price in the month following the month of Customer student enrollment. All payments are due within thirty (30) days of the Customer's receipt of the invoice. No refunds, credits, or cancellations are allowed.

K12 Materials

FuelEd will invoice the customer upon shipment. Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days.

K12 Instruction:

FuelEd will invoice the Customer for instructional services as enrolled equally over ten (10) months for grades K-5 annual courses and over five (5) months for grades 6-12 semester courses. Fees will not be charged for a student for any month following notice to FuelEd of the student's withdrawal from the course. All payments are due within thirty (30) days of the Customer's receipt of the invoice.

ATTACHMENT A

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER CALIFORNIA STUDENT DATA RIDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies or adds certain provisions found in the Order and Terms, as noted below.

WHEREAS, the Customer is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the Customer and the FuelEd desire to have the Online Educational Products and Services Agreement provided comply with AB 1584 and FERPA.

NOW, THEREFORE, the Parties agree as follows:

1. The term of this Attachment shall expire on the termination date stated in the Order or Terms, whichever controls.
2. Pupil Records obtained by FuelEd from Customer continue to be the property of and under the Control of the Customer. "Pupil Records" shall be defined as any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employees. Pupil Records does not include information that cannot be used to identify an individual pupil ("De-Identified Information") used by FuelEd to (i) improve educational products for adaptive learning purposes and for customized pupil learning; (ii) demonstrate the effectiveness of FuelEd's products in the marketing of those products; or, (iii) for the development and improvement of educational sites, services, or applications. "Control" shall be defined as the right of Customer to direct FuelEd to (i) use Pupil Records in FuelEd's performance of the services purchased under the Order and Terms; (ii) destroy some or all Pupil Records in a commercially reasonable time; or, (iii) return some or all Pupil Records in a mutually agreed upon media format in a commercially reasonable time.
3. The procedures by which pupils may retain Control of their own Pupil-Generated Content are outlined as follows: Pupils may exercise possession or Control directly through the learning management system in which the Pupil-Generated Content resides, or provide a specific request to Customer. Customer will then forward the request to FuelEd, which will take commercially reasonable steps to comply. These steps will be limited to the following actions: (1) deleting the Pupil-Generated Content if not otherwise prohibited by the Terms or applicable law, and (2) providing Customer with a copy of the requested Pupil-Generated Content in a mutually agreed upon media format in a commercially reasonable time. "Pupil-Generated Content" shall be defined as materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. Pupil-Generated Content does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
4. Parents, legal guardians, or eligible pupils may review Pupil Records and correct erroneous information by the following protocol: Requestors eligible to review and correct such documents under applicable law shall submit such requests to Customer. If such data is available to Customer through its account administration on a FuelEd learning management system, Customer shall respond to the request directly. If the requested information is not available to Customer, Customer shall then forward valid requests to FuelEd. FuelEd will respond by providing the Pupil Record to Customer in a mutually agreed upon media format or make corrections to a Pupil Record, both in a commercially reasonable time.
5. FuelEd shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records, by the following measures: Operate its systems infrastructure at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 3 moderate baseline requirements, and/or in accordance with industry accepted cyber-security standards. Through the aforementioned actions and other industry accepted means, FuelEd shall ensure compliance with FERPA.
6. In the event of an unauthorized disclosure of a Pupil Record, FuelEd shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Upon internal confirmation of an unauthorized disclosure of a Pupil Record belonging to a pupil served by Customer, FuelEd shall contact Customer with information related to the disclosure. Customer will then contact the affected parties and inform them of the unauthorized disclosure.
7. FuelEd shall not use any information in a Pupil Record for any purpose other than those required to perform its obligations under the Online Educational Products and Services Agreement, or as otherwise allowed by applicable law.
8. FuelEd certifies that Pupil Records shall not be retained or available to FuelEd upon termination of the Online Educational Products and Services Agreement. In order to comply with this section, upon termination of the Online Educational Products and Services Agreement, Customer shall instruct FuelEd in writing that it does not wish to receive further products or services and that FuelEd should destroy or return Pupil Records. After deleting remaining Pupil Records, FuelEd shall confirm in writing to Customer that such deletion is completed.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith B. Irish, Assistant Superintendent of Educational Services and Categorical Programs
Sabrina Yacoub, Director Pupil Personnel, Special Education

DATE: July 14, 2022

RE: Approval to continue contracts with the following Non-Public Agencies (NPA) for the 2022-23 school

BACKGROUND:

SSFUSD currently contracts with the following non-public agencies (NPA) in order to both provide specialized services and supports that the District does not have allocated or are not able to be filled internally. Below is a chart with each agency, the category of service they provide, type of agreement, a description of the service they provide, agreement details, as well as billing details and the estimated cost for each agency. In regard to type of agreement, there are two options when looking at each agency. Some have a Memorandum of Understanding (MOU) through the master contract in place with the San Mateo County Office of Education Special Education Local Plan Area (SMCOE SELPA) that we are able to work under, and in the event this is not the case, we work under a Professional Service Agreement (PSA).

This memo does not encompass agreements for vacancies of which staffing has not yet been found. I have included those vacancies on the bottom line, and do not include vacancies after the date of this memo.

| Non Public Agency | Category of Service Provided | PSA or MOU | Description of Services Provided | Agreement Details | Billing Details | Estimated Cost for 22-23 school year |
|-------------------|------------------------------|------------|--|--------------------------------|--|--------------------------------------|
| Beacon | Staffing | PSA | Educationally Related Mental Health | Coordinator, .5 1 dedicated | Billed at annual billing rate. For 21-22 school year, this | \$591,000 |

| | | | | | | |
|---|----------|----------------|--|--|--|-------------|
| | | | Services (ERMHS) Tier 3b Educationally Related Mental Health Services (ERMHS) for middle and high school age students. School Psychologists provide Tier 1 and 2 services. | ERMHS provider for high school therapeutic classroom 4 FTE for mental health clinicians for 36 students with ongoing ERMHS services | amounted to \$571,500 | |
| San Mateo County Behavioral Health and Recovery Services (BHRS) | Staffing | MOU with BHRS | Educationally Related Mental Health Services (ERMHS) Tier 3b Educationally Related Mental Health Services (ERMHS) for middle and high school age students. School Psychologists provide Tier 1 and 2 services. | 1.5 dedicated ERMHS provider for high school therapeutic classroom 7 part time mental health clinicians for 56 students with ongoing ERMHS services | \$14,000 per student For 21-22 school year, billing amounted to approximately \$1,120,000 | \$1,120,000 |
| | | | Educationally Related Wrap Mental Health Services (ERMHS - Wrap) Parent counseling for students with ERMHS services | 4 students currently receive this service | \$3,500/ month per student For 21-22 school year, billing amounted to approximately \$115,500 | |
| Dooley Corp | Staffing | MOU with SELPA | Engagement Counselors Educationally Related Wrap Behavioral Support Services (Engagement Counselors) | 4 students currently receive this service | \$112/hr. | \$45,000 |

| | | | | | | |
|------------|----------|----------------|---|---|---|-----------|
| Trumpet | Staffing | MOU with SELPA | Engagement Counselors Educationally Related Behavioral Support Services | BCBA, part time in support of student RBT, full time with student | \$11,092/mo. | \$122,012 |
| 360 Degree | Staffing | PSA | Special education teachers provided to help fill vacancies *This contract is set up to hire three mild-moderate credentialed special education teachers to fill internal vacancies. Two were hired under last year's contract that we would like to continue working with for Fall 2022, and the third is a new staff member. | 3 mild-moderate credentialed Special Education Teachers | \$91/hour for 186 days or \$126,945 per teacher | \$380,835 |
| ATX | Staffing | PSA | Special education teachers provided to help fill vacancies *This contract is set up to hire two special education teachers (one with a mild-moderate credential and the other with a moderate-severe) to fill internal vacancies. Both were hired under last year's contract | 2 VIS Special Education Teachers | \$90/hour or \$117,180 per teacher | \$235,000 |

| | | | | | | |
|-------------------|----------|-----|---|--|------------|-----------|
| | | | that we would like to continue working with in Fall 2022. | | | |
| Maxim Health Care | Staffing | PSA | School Psychologist *This contract is set up to continue working with one of their school psychologists that currently works with us and has been since 2019 to fill an internal vacancy. | 1 School Psychologist | \$140/hour | \$175,000 |
| | | | Special education teachers provided to help fill vacancies *This contract is set up to hire one of their contracted mild-moderate special education teachers to fill a Fall 2022 vacancy. | 1 mild-moderate credentialed Special Education Teacher | \$85/hour | \$130,000 |
| | | | Paras provided to fill vacancies *This contract is set up to hire 11 paraeducators to fill internal vacancies. These paraeducators were hired under last year's contract that we would like to continue working with them in Fall 2022. | 11 Paraeducators | \$45/hour | \$550,000 |

| | | | | | | |
|-----------------|----------|----------------|---|------------------------------|------------------------------|-----------|
| | | | <p>LVN *This contract is set up to hire two Licensed Vocational Nurses (LVN) to fill internal paraeducator vacancies. These LVNs were hired under last year's contract that we would like to continue working with them in Fall 2022. In the event an LVN cannot be found, district may opt to hire an Registered Nurse (RN) in lieu of LVN depending on student need</p> | 2 Licensed Vocational Nurses | LVN \$60/hour RN \$70-100 | \$145,000 |
| ProCare | Staffing | MOU with SELPA | <p>LVN & RN *This contract is set up to hire one Licensed Vocational Nurses (LVN) to fill an internal paraeducator vacancy and one Registered Nurse (RN) to fill an internal Certified School Nurse (CSN) vacancy for Fall 2022.</p> | 1 LVN & 1 RN | \$100/hour | \$252,000 |
| Stepping Stones | Staffing | PSA | <p>Teachers to fill current vacancies Special education teachers provided for open VIS Vacancies *This contract is set up to hire one special</p> | 1 VIS Teacher | \$95/hour | \$140,000 |

| | | | | | | |
|---------------------------------|----------|-----|--|--|---------------------------------|-------------|
| | | | education teacher with a mild-moderate credential to fill an internal vacancy fir Virtual Independent Study. This person was hired under last year's contract that we would like to continue working with them in Fall 2022. | | | |
| | | | Para Educators *This contract is set up to hire 35 paraeducators to fill internal vacancies for Fall 2022. 11 are continued contracts with personnel who worked for us in the 21-22 school year that we would like to continue working with for the 22-23 school year. | 35 para educators fill vacancies across sites | \$47.00/hour or \$57,600/person | \$2,000,000 |
| Hanna Interpreting Services LLC | Staffing | PSA | ASL Para Interpreter *This contract is set up to continue working with their ASL interpreter that currently works with us to fill an internal ASL para vacancies for Fall 2022 | 1 ASL Para Interpreter | \$100/hour | \$130,000 |
| Avid Translations | Staffing | PSA | ASL Para Interpreter *This contract is set up to | For the 21-22 school year we were able to secure 2 ASL | \$120/hr. (in-person) | \$261,000 |

| | | | | | | |
|---|----------------|------------|--|--|---|-------------|
| | | | continue working with thee of their ASL interpreters that currently work with us to fill internal ASL para vacancies for Fall 2022 | Para Interpreters & on demand Interpretations and translations for IEP meetings. In total for both types of | | |
| | Translations | | As well as for Interpretation and Translation (video and in person) of IEP meetings | services, we spent = \$475,000 for the 21-22 school year | \$105/hr. (video) \$115/hr. (in person) \$105/page (document) \$.022/word (multiple documents) | \$264,000 |
| Everydriven [formerly ALC (American Logistics Transportation Services)] | Transportation | PSA | Transportation for students with IEPs who are eligible | Total cost spent in 2021-22 for all transportation services with exception of GreenCab = \$2,000,928 | Trip Items Fees Trip Fee (includes first 12 miles) \$77.25 Per Mile Fee (after the first 12 miles) \$2.78 Additional Fees (as needed/requested): Wheelchair Fee (per student) \$36.05 Car Seat/Safety Vest Fee (per student) \$5.15 Wait Time Fee (per hour, billed in 15 min. increments) \$77.25 Monitor Fee (per hour, 2-hour minimum) \$25.75 No Show or Late Cancel Full Price of Trip 30% on gasoline that exceeds \$3.75 per gallon | \$1,000,000 |

| | | | | | | |
|--|-------------------------------------|--|---|---|---|-------------|
| Adroit | Transportation | PSA | Transportation for students with IEPs who are eligible | | Trip Fee (includes first 10 miles) Sedan \$68, Large \$90, Wheelchair Accessible \$100 Additional miles \$2.55 per mile Additional Fees: Safety Equipment \$4, Attendant/Monitor \$40 Wait Time (billed in 15 min. increments) \$60/hr. No show/late cancel - Full price of ride 50% on gasoline exceeds \$5.00 per gallon | \$600,000 |
| Green Cab | Transportation | PSA | Transportation for students with IEPs who are eligible | Transportation of a student with unique needs. Total cost spent in 2021-22 school year. | \$300/day or \$70,000 including ESY | \$70,000 |
| Spire | Professional Development | PSA | Multisensory Reading Intervention Program *Supplies, training and coaching | materials to purchase, training to onboard new and veteran spire teachers, as well as coaching sessions throughout the year to ensure fidelity of implementation. | \$27,500 for coaching/training | \$27,500 |
| No agency assigned. This is a holding spot for our budget to use to contract with agencies once a candidate is found to fill an Unfilled Vacant Position | Staffing for vacant positions | Addendum to established PSA/MOU | Outstanding VACANCIES: 4 mild- moderate special education teachers 1 preschool special education teacher 1 Adapted Physical | Addendum to current contract listed above with either of following staffing agencies: ATX, Maxim, 360 degrees, Stepping Stones. District may seek alternative | \$130,000/ staff on average | \$1,300,000 |

| | | | | | | |
|--|--|--|---|--|--|--------------------|
| | | | Education teacher 2 American Sign Language paras 1 ERMHS provider 1 Physical Therapist | agencies if these are not able to find staff for outstanding vacancies | | |
| Total Expected Cost for Contracted Non-Public Agency Services | | | | | | \$9,653,847 |

FISCAL IMPLICATIONS:

Total estimated maximum cost for NPA contracts is \$9,653,847.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve continuing to work with these NPAs in order to fulfill Individualized Education Plan (IEP) service agreements by allowing the Assistant Superintendent of Business Services to sign all Professional Service Agreements (PSAs) and the Director of Special Education to sign off all agreements of understanding MOUs to finalize these agreements.

PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed \$591,000.00 (Five Hundred Ninety One Thousand dollars) per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub

Site /Dept.: Special Education

Address: 398 B Street, SSF, CA 94080

Phone: (650) – 877-8700

Email: syacoub@ssfusd.org

CONTRACTOR:

Name: Teresa Malekzadeh

Title: Executive Director

Address: 5670 Camden Ave. San Jose, CA 95124

Phone: 408.265.8611

Email: teresam@beaconschool.com

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

Ted O
Printed Name

Assistant Superintendent of Business Services
Title

Date

Signature

Teresa Malekzadeh
Printed Name

Executive Director
Title

Date

July 14, 2022

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.]

Educationally Related Mental Health Service assessment and services, as well as therapists for middle school therapeutic program.

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

| Exhibit A | | |
|--|--|--|
| Agreement between the South San Francisco Unified School District and Beacon School | | |
| 1. <u>Description of Services to be Performed by Contractor</u> | | |
| In consideration of the payments set forth in Section 2, <u>Amount and Method of Payment</u> , Contractor shall provide the following: | | |
| Reimbursable Services | Non-Reimbursable Services | Average Costs |
| 510 Individual Counseling 515 Counseling and Guidance (Group Counseling) 520 Parent Counseling Direct consultation with staff that is embedded in any of the three services documented above. Portions of the salaries of the staff that are providing direct mental health services. Back up documentation is required. The mental health services of students who are in NPS or residential settings because sometimes it is embedded within the program and sometimes it is a separate cost. Residential Board and Care Costs. Residential Mental Health Costs | <ol style="list-style-type: none"> 1. Behavior Coaching 2. Behavior Intervention 3. Paraprofessional Support 4. Funds cannot be spent on educational services that have historically been provided by LEA’s for students with emotional or behavioral needs 5. Attendance at IEP meetings, time preparing reports, progress reports or goals updates 6. Consumable items such as food, reinforcers like toys, items that you would typically purchase for any classroom environment, such as pens, paper, etc. 7. Items that likely have a dual purpose such that the mental health purpose is likely to not be the primary purpose for their use. 8. Assessment tools that are not related to mental health exclusively- i.e., BASCs, WISCs, etc. 9. Office supplies 10. Travel for staff back and forth to other programs, sites, where students get mental health services or to deliver services. 11. Purchase of a vehicle to transport students to and from NPS where students get mental health services. 12. Transportation of students to an NPS placement as this is considered a regular portion of the educational program. 13. Therapeutic dog or therapeutic dog training. 14. Anything relating to feline, canine, bovine, porcine, or equine. 15. Recreation Therapy 16. Therapy provided by non-certified/credentialed staff. | *Please see the Master Contract for specific rates. 510 - \$156.00-\$185.00/hour 515 - \$82.00-\$172.00 per hour 520 - \$157.00-\$172.00/ hour 540 - \$150 – 300 per day 545 - \$9000 – 12000 per month 5. Maximum of 75% of the internal Mental Health Staff dependent upon the assignment and job description. |

17. Education/NPS costs.

School Based Mental Health Service Codes on IEP's

| Mental Health Service Description | CASEMIS Service Code | CASEMIS Service Code Description |
|--|-----------------------------|---|
| Individual Therapy | 510 | Individual Counseling |
| Group Therapy | 515 | Counseling and Guidance |
| Family Therapy/Parent Consultation | 520 | Parent Counseling |
| Day Treatment Services | 540 | Day Treatment Services |
| Residential Treatment Services | 545 | Residential Treatment Services |
| Case management/Brokerage (only for BHRS) | 865 | Agency Linkages |

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

| District | Employees | Academic +ESY | Per month | |
|----------|--------------------------------|---------------|-------------|------------------|
| SSFUSD | 5 therapists .5 Coordinator | \$591,000.00 | \$53,727.00 | August-June (11) |

Total cost of the program five hundred ninety one thousand dollars (\$591,000.00). This amount will be billed in eleven (11) installments of \$53,727.00 beginning August 31, 2022.

PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall **not exceed \$380,835.00** (Three hundred eighty and eight hundred and thirty five Thousand Dollars) per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub

Site /Dept.: Special Education

Address: 398 B Street, SSF, CA 94080

Phone: (650) – 877-8700

Email: syacoub@ssfusd.org

CONTRACTOR:

Name: _____

Title: .: _____

Address: _____

Phone: _____

Email: _____

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

July 14, 2022

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

Ted O
Printed Name

Printed Name

Assistant Superintendent of Business Services
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

360 degree agrees to recruit to staff internal special education teacher vacancies with contracted and appropriately credentialed personnel. This contract is created to allow for hiring not to exceed the current expected vacancies. All staff must have English Language and Autism authorizations as well as proper special education credentials per California Commission on Teaching Credentials.

Teachers are hired at a rate of \$91 per hour working on the SSFUSD teacher calendar.

360 degree agrees to provide the following 3 appropriately credentialed mild-moderate special education teachers:

- David Marquez
- Leah Kurtz
- Eugenio Borgenson

PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall **not exceed \$235,000.00** (Two hundred thirty five thousand Dollars) per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub

Site /Dept.: Special Education

Address: 398 B Street, SSF, CA 94080

Phone: (650) – 877-8700

Email: syacoub@ssfusd.org

CONTRACTOR:

Name: _____

Title: .: _____

Address: _____

Phone: _____

Email: _____

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

July 14, 2022

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

Ted O
Printed Name

Printed Name

Assistant Superintendent of Business Services
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

ATX Learning agrees to staff SSFUSD with the following two special education teachers, with details of their contract in line with each staff hired. All staff must have English Language and Autism authorizations as well as proper special education credentials per California Commission on Teaching Credentials. Teachers are hired at a rate of \$90 per hour working on the SSFUSD teacher calendar.

1. Shane Toal- Moderate to Severe credentialed teacher to provide virtual special education services for 5-7 hours a day, 5 days a week to assigned students, not including IEP meetings, trainings or staff meetings that may be held after this teacher's working hours at \$90/hour.
2. John Newman - Mild to Moderate credentialed teacher to provide Virtual instruction for SSFUSD, 7 hours a day, 5 days a week, not including IEP meetings, trainings or staff meetings that may be held after school hours at \$90/hour.

Rate List (2021-22)

These are all inclusive rates. We always prefer to work with schools to offer them cost effective solutions. School does NOT pay an additional cent for state and federal taxes, social security, worker compensation, mileage and travel time etc. Any additional expense is pre-approved by school authorities in writing. ATX Learning offers tailor-made, flexible solutions. Call us for details.

Services

1. Speech LanguagePathologist \$95-\$110 per hour
2. School Psychologist \$95-\$120 per hour
3. Resource Specialist/ SpecialEd. Teacher \$90-\$95 per hour
4. OccupationalTherapist \$85-\$100 per hour
5. Physical Therapist \$85-\$95 per hour
6. Social Worker \$70-\$80 per hour
7. School Nurse \$75-\$85 per hour
8. Management Staff Call us for a quote

PROFESSIONAL SERVICES AGREEMENT

2022-2023

This **Agreement** is entered into between Maxim Healthcare Staffing Services, 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 July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$1,000,000.00** (One million Dollars) per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent of Business Services _____
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

Maxim agrees to recruit to staff internal special education teacher vacancies with contracted and appropriately credentialed personnel. This contract is created to allow for hiring not to exceed the current expected vacancies. All staff must have English Language and Autism authorizations as well as proper special education credentials per California Commission on Teaching Credentials. Teachers are hired at a rate of \$XX per hour working on the SSFUSD teacher calendar. Maxim agrees to provide the following appropriately credentialed mild-moderate special education teacher:

- Suchitra Thapliyal

Maxim agrees to provide school psychologist, Susan Warda, for up to 5 days a week.

Maxim agrees to provide the following staff to fill open para vacancies for SSFUSD for 5 days a week during school hours

1. Brianna Summers
2. Hui Li
3. Rosa Gonzalez
4. Don Dang
5. Bryant Gonzalez
6. Isabella Tern
7. Yong Ling Pan
8. De’ Aurthur Smith

Maxim agrees to provide two licensed vocational nurses for 5 days a week during school hours.

1. Krizza Agustin
2. Joanne

| Service | Rate (per hour) |
|---------------------|-------------------|
| BCBA | \$130/hr |
| Behavior Tech | \$50/hr |
| COTA | \$75/hr |
| LPN/LVN | \$60/hr |
| Paraprofessional | \$45/hr |
| PT/OT | \$95/hr-\$125/hr |
| RN | \$70/hr |
| District Nurse | \$100/hr |
| School Psychologist | \$140/hr |
| SLP | \$115/hr-\$145/hr |
| SLP - CFY | \$100/hr |
| SLPA | \$75/hr |
| Social Worker | \$90/hr |
| SPED Teacher | \$85/hr |

PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$2,140,000** (Two Million One hundred Forty Thousand Dollars per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent of Business Services _____
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

Stepping Stones agrees to provide SSFUSD with 35 para educators or in unique situations at request of Director of Special Education, a Registered Behavior Technician (RBT) (as agreed per site/role), and costs associated.

- Para Educators \$47 per hour
- RBTs \$61 per hour

Additionally, Stepping Stones agrees to provide a Virtual Special Education teacher for 7 hours a day, 5 days a week, according to the teacher SSFUSD schedule at a rate of \$95 per hour. All staff must have English Language and Autism authorizations as well as proper special education credentials per California Commission on Teaching Credentials.

- Anna Stinson, Rate \$95 per hour

PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$130,000** (One Hundred Thirty Thousand Dollar) per fiscal year, at an hourly billing rate not to exceed \$125 per hour 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 **\$0**.
5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent of Business Services _____
Title

Title

Date

Date

July 14, 2022

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.]

District is contracting with this agency to provide classroom support to students with ASL needs in the special education classroom. This may include general education placements also. All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

Hanna agrees to provide the following ASL interpreter at \$100/hr as noted in cost sheet attached

- **Andria Campos**

EXHIBIT A - Compensation

| SET UP & MAINTENANCE | | | | |
|--|--------------------------------------|------------------------|------------------------|----------------------|
| Service Type | Description | Total | | |
| - | Account Set Up Fee | Waived | | |
| - | Live Video Training Fee | Waived | | |
| - | Monthly Minimum Maintenance Fee* | \$99.00 | | |
| <i>* Charged if the total service fees for the month do not add up to the minimum amount of \$99.00.</i> | | | | |
| DOCUMENT TRANSLATION | | | | |
| Service Type | Language | Rate | Minimum | Minimum Total |
| - | Spanish | \$0.15/word | - | \$75.00 |
| - | All Other Written Languages | \$0.25/word | - | \$100.00 |
| - | Desktop Publishing | \$75.00/page | - | \$75.00 |
| - | Rush Fees (within 72 business hours) | Waived | Waived | Waived |
| ON-DEMAND OVER THE PHONE INTERPRETING (OPI) | | | | |
| Service Type | Language | Rate Per Minute | Minimum Minutes | Minimum Total |
| OPI | Spanish | \$1.29 | 1 | \$1.29 |
| OPI | All Other Spoken Languages | \$1.29 | 1 | \$1.29 |
| - | Set Up Fees | Waived | Waived | Waived |
| - | Monthly Maintenance Fee | Waived | Waived | Waived |
| ON-DEMAND VIDEO-REMOTE INTERPRETING (VRI) | | | | |
| Service Type | Language | Rate Per Minute | Minimum Minutes | Minimum Total |
| VRI | All Spoken Languages | \$2.29 | 1 | \$2.29 |
| VRI | All Other Spoken Languages | \$2.29 | 1 | \$2.29 |
| VRI | American Sign Language (ASL) | \$2.29 | 1 | \$2.29 |
| - | Set Up Fees | Waived | Waived | Waived |
| - | Monthly Maintenance Fee | Waived | Waived | Waived |

EXHIBIT A – Compensation (Continued)

| PRE-SCHEDULED CONSECUTIVE INTERPRETATION | | | | |
|---|------------------------------------|-------------------------|-----------------------------------|-----------------------------------|
| Service Type | Language | Rate Per Hour | Minimum Hours | Minimum Total |
| In-Person | Spanish | \$60.00 | 2 | \$120.00 |
| In-Person | All Other Spoken Languages | \$75.00 | 2 | \$150.00 |
| In-Person | American Sign Language (ASL) | \$100.00 | 2 | \$200.00 |
| In-Person | Rush Fees | Waived | Waived | Waived |
| In-Person | Mileage/Travel Expense | Waived | Waived | Waived |
| OPI/VRI | Spanish | \$45.00 | 2 | \$90.00 |
| OPI/VRI | All Other Spoken Languages | \$60.00 | 2 | \$120.00 |
| OPI/VRI | American Sign Language (ASL) | \$85.00 | 2 | \$170.00 |
| OPI/VRI | Rush Fees | Waived | Waived | Waived |
| PRE-SCHEDULED SIMULTANEOUS INTERPRETATION | | | | |
| | Language | Rate Per Hour | Half-Day Minimum Hours | Full-Day Minimum Hours |
| In-Person | Spanish | \$175.00 | 3 | 6 |
| In-Person | All Other Spoken Languages | \$250.00 | 3 | 6 |
| In-Person | American Sign Language (ASL)* | \$125.00 | 2 | 2 |
| In-Person | Rush Fees | Waived | Waived | Waived |
| In-Person | Mileage/Travel Expense | Waived | Waived | Waived |
| <i>* Requires a team of two ASL interpreters per simultaneous interpretation event.</i> | | | | |
| OPI/VRI | Spanish | \$100.00 | 3 | 6 |
| OPI/VRI | All Other Spoken Languages | \$200.00 | 3 | 6 |
| OPI/VRI | American Sign Language (ASL)* | \$125.00 | 2 | 2 |
| OPI/VRI | Rush Fees | Waived | Waived | Waived |
| <i>* Requires a team of two ASL interpreters per simultaneous interpretation event.</i> | | | | |
| CONFERENCE INTERPRETATION EQUIPMENT | | | | |
| | Equipment | Cost Per Session | Minimum | Total |
| | Digital Medium Area Transmitter | \$100.00 | 1 | \$100.00 |
| | Multi-Channel Receivers & Headsets | \$7.00 | 1 | \$7.00 |
| | Roundtrip Shipping | \$40.00 | 1 | \$40.00 |



| TERMS AND CONDITIONS |
|---|
| Document Translation: |
| Cancellation Policy: Client may not cancel a document translation request once a quote has been approved by the client representative. |
| On-Demand Over-The-Phone Interpretation (OPI): |
| Cancellation Policy: Client may cancel a telephone interpretation without penalty any time prior to being connected to the interpreter. |
| Billing Increments: Additional time after the minimum shall be billed in one (1) minute increments. |
| On-Demand Video-Remote Interpretation (VRI): |
| Cancellation Policy: Client may cancel a video interpretation without penalty any time prior to being connected to the interpreter. |
| Billing Increments: Additional time after the minimum shall be billed in one (1) minute increments. |
| Pre-Scheduled Consecutive Interpretation (In-Person, OPI, VRI) |
| Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than twenty-four (24) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter). |
| Billing Increments: Additional time after the minimum shall be billed in fifteen (15) minute increments. Requests estimated to exceed the minimum hours shall be billed for the estimated duration. |
| Pre-Scheduled Simultaneous Interpretation (In-Person, OPI, VRI) |
| All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than forty-eight (48) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter). |
| For Half-Day requests, if the hearing exceeds the three (3) hour minimum, the request shall convert into a Full Day request and a minimum of six (6) hours shall be billed. For Full-Day requests, additional time after the six (6) hour minimum shall be billed in fifteen (15) minute increments of the hourly rate. |
| Conference Interpretation Equipment: |
| All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than forty-eight (48) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter). |

AMENDED PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$525,000** (Five Hundred Twenty Five Thousand Dollars) per fiscal year, at an hourly billing rate not to exceed as agreed in Exhibit A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O
Printed Name

Printed Name

Assistant Superintendent of Business Services
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

Avid agrees to provide verbal and written communication to ensure families are able to actively participate in the IEP process.

Avid also agrees to provide the following ASL interpreter to fill 2 full time vacancies

- Natalie Cuddy (4 days per week)
- Catherine Pyne (2 days per week)
- Donovan Mendoza (4 days per week)

This agreement also allows for the hiring of 2 additional ASL interpreters to fill internal vacancies.

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

| | |
|---|---|
| ASL Para Interpreter - Avid agrees to supply 1 person to provide interpretation in class to support student(s) | \$125/hr (in-person) \$110/hr (video) |
| Interpretation and Translation (language based) of IEP meetings, including ASL/SEE Educational Interpreter(s) - Avid agrees to supply based on individual requests made | \$110/hr (video) \$125/hr (in person) \$110/page (document) \$.023/word (multiple documents) |

Avid Translation Rates/Payment and Order Policy (Updated: June 1st, 2022)

Ongoing Contracted Agencies & School Districts - SSFUSD

All in-person interpreting services which have been suspended during the Coronavirus shelter in place are only offered for situations with necessary meetings for assessments with children.

Interpretation Services:

Rate

In-Person Interpreting: (2 hour minimum)

Consecutive interpreting (meetings, presentations- all common languages) - minimum 2 hours \$120
 per hour **Limited** Simultaneous interpreting (all common languages including ASL) – minimum 2 hours
 \$125 per hour **Limited**

ASL interpreting - on site - minimum 2 hours \$115 per hour
Limited

Remote Interpreting: (1.5 hour minimum)

Video-interpreting – all settings (schools, teletherapy, telemedicine) minimum 1.5 hours \$110
per hour **Available**

Phone Interpreting (Scheduling & Conferencing) - minimum 1.5 hour \$110
per hour **Available**

Translation Services:

Standard Translation (5 pages or less for a 350-word page) \$110 per page

Standard Translation (over 5 pages – Spanish/French/German) \$0.23 per word

Standard Translation (Other common languages) \$0.26 per word

Uncommon Languages (where available) \$0.28 per word

Policy on Charges, Ordering Services and Reimbursement for Services:

Common & Uncommon Languages:

Common Languages are the 30 common languages that Avid works with and are listed in our brochure.

Uncommon languages include regional languages or dialects that are not normally available.

After Hour Rate: All Languages (including ASL) charges are 1.5 hourly rate (minimum charge applies)

Normal Business Hours are: Monday through Friday 9:00 am to 5:00 pm.

Avid Translation is closed on Saturday & Sunday and all federally recognized holidays.

Minimum Charges:

2-hour minimum charge for all in-person interpretive services

1.5 hour minimum for video interpretation

1.5-hour minimum for telephonic interpretation.

Additional charges over the 2-hour minimum: (except court interpreters) are rounded to next half hour.

Ordering Services:

- Ordering services for contract services are all done through our website: www.avidtrans.net >> Request Services
>> Select Service

- 72 hours notice at a minimum is encouraged. Orders less than 48 hours are not guaranteed.
- Requests made in less than 24 hours are not guaranteed.

Cancellation Policy:

- Cancellation can be made by email, phone or fax.
- Cancellation in less than 24 hours will be charged the full 2-hour minimum (or 30-minute minimum for telephonic interpretation) on any of our services.
- Cancellation of translation orders for documents will be charged up to the point of the work completed.
- Cancellation must be made within normal business hours -not during weekends or after normal business hours.

Business hours are 9:00 – 5:00 (Mon. – Fri.)

Payment Policy:

- Payment for services is due upon completion of service. All services will be invoiced. All non-contract clients must provide a credit card or a PO #.
- Avid Translation will fax or email invoices to client (Accounts Payable) office upon completion of services.
- Payments Accepted: company checks, credit card (Visa/ MasterCard), bank checks, money orders.
- All payments must be received within a 15-day period (15 day month plus 5 day processing time).

PROFESSIONAL SERVICES AGREEMENT

2022-2023

This Agreement is entered into between Everdriven 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 July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$1,000,000.00** Dollars (**One million dollars**) per fiscal year, at an hourly billing rate not to exceed **billing as listed in Exhibit A.** 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 **[REDACTED]**.
5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent Business Services
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

Droit agrees to transport students assigned according to below cost breakdown.

Attachment 1 – Fees for Service

| Trip Items | Fees |
|--|--------------------|
| Trip Fee (includes first 12 miles) | \$77.25 |
| Per Mile Fee (after the first 12 miles) | \$2.78 |
| Additional Fees (as needed/requested): | |
| Wheelchair Fee (per student) | \$36.05 |
| Car Seat/Safety Vest Fee (per student) | \$5.15 |
| Wait Time Fee (per hour, billed in 15 min. increments) | \$77.25 |
| Monitor Fee (per hour, 2-hour minimum) | \$25.75 |
| No Show or Late Cancel | Full Price of Trip |

PROFESSIONAL SERVICES AGREEMENT

2022-2023

This Agreement is entered into between Adroit 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 July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$600,000.00 Dollars (Six hundred thousand dollars)** per fiscal year, at an hourly billing rate not to exceed costs listed in Exhibit A. 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 **[REDACTED]**.
5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

July 14, 2022

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent Business Services
Title

Title

Date

Date

July 14, 2022

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.]

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

Drout agrees to transport students assigned according to below cost breakdown included in the attached transportation service agreement.

The pricing table below outlines all associated fees:

| Service Type (First 10 miles included) | Fee |
|---|--------------|
| Sedan | \$73 |
| Large Vehicle | \$90 |
| Wheelchair Accessible | \$150 |

| Additional Services and Fees (As needed/required) | Fee |
|--|---------------------------|
| Additional Miles (For each mile after the included miles) | \$2.55 |
| Safety Equipment (Per equipment/student/ride) | \$4 |
| Attendant/Monitor (Per hour, 2 hours minimum per ride) | \$40 |
| Wait Time (Per hour, billed in 15 minutes increments) | \$60 |
| No-Show or Late Cancel | Full Price of Ride |
| Toll (If applicable) | TBD |
| Hard to Serve (If applicable) | TBD |

PROFESSIONAL SERVICES AGREEMENT

2022-2023

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$70,00.00** (Seventy Thousand Dollars) per fiscal year, at an hourly billing rate not to exceed **as documented in Exhibit A, not to exceed \$300 per day for this service**. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent of Business Services _____
Title

Title

Date

Date

July 14, 2022

EXHIBIT "A" SCOPE OF WORK

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

The cost of daily round trip will be \$300.00/day, payments shall be made by check payable to Green Cab Peninsula.

PROFESSIONAL SERVICES AGREEMENT

2022-2023

This Agreement is entered into between School Speciality 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 July 1, 2022 or the day immediately following approval by the Board of Education to June 30, 2023.
3. **Compensation:** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed **\$27,500.00** (Twenty Seven Thousand Five Hundred Dollars) per fiscal year, at an hourly billing rate not to exceed **as stipulated in Exhibit A.** 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 **included in Exhibit A.**
5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

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

DISTRICT Representative:

Name: Sabrina Yacoub
Site /Dept.: Special Education
Address: 398 B Street, SSF, CA 94080
Phone: (650) – 877-8700
Email: syacoub@ssfusd.org

CONTRACTOR:

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

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

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

9. **Insurance:**

a. CONTRACTOR shall procure the following insurance:

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

Check one of the boxes below:

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

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

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

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

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

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

Ted O _____
Printed Name

Printed Name

Assistant Superintendent Business Services _____
Title

Title

Date

Date

July 14, 2022

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.]

Professional Development in person Coaching for Spire special education teachers as indicated in chart below:

Notes: Consecutive days of coaching were discounted to \$2,250 a day per trainer.
They are normally \$3,250 a day, so you received a \$1,000 discount per day/per trainer.

| Quantity | SSL Item | Pack Size | Item Description | Your Price | Extended Price |
|----------|----------|-----------|---|------------|----------------|
| 10 | 2001976 | | SPIRE SUPPORT COACHING DAY <i>Notes:5 consecutive days of coaching for two trainers that includes the 2 days district sweep</i> | \$2,250.00 | \$22,500.00 |
| 3 | 2039409 | | SPIRE REFRESHER VIRTUAL SESSION (1, 90 MIN SESSION) <i>Notes:2 refreshers, iSPIRE and SPIRE STAR in Sept. and 1 refresher, Q & A session, on Nov. 30th</i> | \$500.00 | \$1,500.00 |
| 2 | 2039406 | | SPIRE VIRTUAL INITIAL IMPLEMENTATION TRAINING (3, 90 MIN SESSION) <i>Notes:SPIRE STAR and iSPIRE Initial Trainings in Sept.</i> | \$1,750.00 | \$3,500.00 |
| 60 | 2003068 | Each | SPIRE FAMILY PL MANUAL | \$0.00 | \$0.00 |

| | |
|--------------------------------|--------------------|
| Bonused Product Total | \$1,500.00 |
| Subtotal | \$27,500.00 |
| Estimated Taxes | \$0.00 |
| Shipping & Handling | \$0.00 |
| Total | \$27,500.00 |

All staff must submit verification of mandated HR trainings, TB testing and DOJ Clearance. Additionally, the contracting agency is responsible for ensuring all hired staff are adhering to Covid Regulations as part of contractual obligations.

Mandated HR Trainings:

- Mandated Reporting
- Anti-Harassment
- Environmental Safety

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith B. Irish, Assistant Superintendent of Educational Services and Categorical Programs
Sabrina Yacoub, Director Pupil Personnel, Special Education

DATE: July 14, 2022

RE: Approval to continue contracts with the following Non-Public Schools (NPS) and County Programs for the 2022-23 school

BACKGROUND:

SSFUSD currently contracts with Non-Public School (NPS) and county programs in order to provide specialized services for students with unique needs. We have a Memorandum of Understanding (MOU) with the San Mateo County Office of Education (SMCOE) and the Santa Clara County Office of Education (SCCOE) for any placements in their programs. Each NPS has a master contract in place through our Special Education Local Plan Area (SELPA), for which we would not need to establish an MOU but instead create an Independent Service Agreement (ISA) to define billing for each particular student enrolled.

Following is a chart listing the expected fall placements, not including any new enrollees that may come to us this fall or other unexpected placements.

| Non-Public School | Cost / Student | # of Students Served | Estimated Total Cost for 2022-23 |
|--------------------|----------------|----------------------|----------------------------------|
| Achieve Kids NPS | \$133,000 | 2 | \$266,000 |
| Arise NPS | \$115,000 | 2 | \$230,000 |
| Avalon NPS | \$150,000 | 2 | \$300,000 |
| Esther B Clark NPS | \$125,000 | 1 | \$125,000 |
| Spectrum NPS | \$123,000 | 10 | \$1,230,000 |
| Wings NPS | \$110,000 | 2 | \$220,000 |

| | | | |
|---|-----------|----|-------------|
| Provo Utah NPS | \$195,000 | 1 | \$195,000 |
| SMCOE | \$97,000 | 10 | \$970,000 |
| SCCOE - Oster Elementary | \$135,000 | 1 | \$135,000 |
| Currently at Phillips Academy in Alameda for ESY, pending Fall placement. Hold for approval of contract for student NPS placement | \$130,000 | 1 | \$130,000 |
| Total # of students served & Total Cost for Contracted Non-Public Agency Services | | 32 | \$3,801,000 |

FISCAL IMPLICATIONS:

Total estimated maximum cost for NPS and counties' contract placements is \$3,801,000.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve continuing to work with these NPSs and county schools in order to fulfill Individualized Education Plan (IEP) service agreements by allowing the Assistant Superintendent of Business Services to sign all Professional Service Agreements (PSAs) and the Director of Special Education to sign off all Individual Service Agreements (ISAs) documents to finalize these agreements.

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: July 14, 2022

RE: Approval of Variable Term Waiver for the 2022-23 School Year – Oliver Bishop

BACKGROUND:

The Variable Term Waiver (VTW) is a document issued for employers who meet the waiver criteria when a fully credentialed teacher is not available for the assignment. The VTW will provide the applicant with additional time to complete the requirements for the credential that authorizes the service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

Oliver Bishop is an employee at Westborough Middle School. Mr. Bishop requires a Variable Term Waiver under Education Code Section 442521(b), Basic Skills Requirement (BSR) and Education Code Section 44253.3, EL Authorization for Credential. Mr. Bishop will have this authorization upon passage of the BSR in May 2023.

FISCAL IMPLICATIONS:

It is the employee's responsibility to cover the expense of applying for the VTW. There are no fiscal implications for the District.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Variable Term Waiver for Oliver Bishop, certificated employee at Westborough Middle School.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury – Director of Facilities and Safety

DATE: July 14, 2022

RE: Approval of Proposal from HED for Architectural/Engineering Services on SSFHS Kitchen & Food Service Improvements Planning

BACKGROUND:

California passed a new law (Assembly Bill 130) which requires school districts to provide two meals (breakfast and lunch) each school day to all students who want them, regardless of their free or reduced-price meal eligibility. This is referred to as California's Universal Meals Program, and it is effective starting in fiscal year 2022-23.

Staff is anticipating a significant increase in student participation if meals are available to all students for free. Currently, there is a "congestion" problem during lunch time, causing students to wait upwards of twenty minutes to get their lunch. This will only get worse when participation in school meals increases next year. In order to resolve this, a new layout is required to improve the traffic flow during meal service. The new layout would require relocation of some of the equipment and the power source in the room.

Staff at the SSFHS, the Nutrition Services Department, and the District Office has been working with HED on the new layout for the kitchen and the flow of traffic during meals. HED has provided a proposal on architectural/engineering services.

FISCAL IMPLICATIONS:

By this action: **\$58,730.00** will be paid from Facilities Fund 40.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the proposal from HED, in the amount of \$58,730.00 for architectural/engineering services for the SSFHS Kitchen/Food Service Improvement Planning Project.