

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, April 11, 2024**

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

SSFUSD Equity Definition

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

The Board of Trustees invites the community to participate in this meeting in-person.

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 April 11)

Translation: For in-person attendees, a Spanish language translation will be provided if requested through the Superintendent's office, 650-877-8705, no later than 48 hours prior to the start of the meeting.

Traducción: La oficina de la superintendente, 650-877-8705, les proveerá una traducción en español a los asistentes si la piden 48 horas antes de empezar la reunión.

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 - 7:00 p.m.

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE** will be led by Westborough MS student Isaiah Lampe.
- 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. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

H. PERSONNEL COMMISSION

I. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

J. SUPERINTENDENT'S REPORT

- a. Youth in Government
- b. Honoring Maya Thompson
- c. Other

K. STUDENT TRUSTEE REPORTS

1. Jamie Wong, Spring Student Trustee and ASB President ECHS
2. Ira Sergio, Fall Student Trustee and ASB President SSFHS

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/boardmeeting04112024> beginning at 3:00 p.m. on Monday, April 8, until 3:00 p.m. on Thursday, April 11. These comments will be

read by all Board members and posted on the District website's 2023-24 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 PRESENTATIONS

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

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1. EDUCATIONAL SERVICES

**a. Teaching and learning presentation:
Westborough Middle School**

Principal Loraine Rossi de Campos will share, with the Board, educational priorities and programs at Westborough MS.

**b. Performance Management - Next Generation Science
Standards (NGSS)**

1

Director Jason Brockmeyer, TOSAs, and Genentech Director Ragnar von Schiber will review SSFUSD's NGSS vision, student learning results, current adoption and implementation status, and provide an update on Futurelab initiatives.

N. PRESENTATION WITH POTENTIAL ACTION - None

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

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1. ADMINISTRATION

- a. Minutes of the March 14, 2024 Regular Board meeting. 2 - 28

2. EDUCATIONAL SERVICES

- a. Permission for SSFHS students to compete in the State National History Day Competition in Sacramento, CA, April 20-21, 2024. 29 - 30
- b. Permission for a ECHS Swim participant to attend the State Finals Competition in Fresno, CA, on May 9-11, 2024. 31
- c. Permission for Spruce ES Principal to attend the ACSA Summer Leadership Institute in San Diego, CA, on June 24-28, 2024. 32 - 34
- d. Permission to hire Professor Aviles to provide consultant workshops for SSFHS Ballet Folklórico students on May 13-17, 2024. 35 - 36

3. HUMAN RESOURCES

- a. Certificated Personnel Assignment Order. 37

4. BUSINESS SERVICES

- a. Gifts to the District, March 2024. 38 - 39
- b. Fundraising events for the 2023-24 school year. 40 - 41
- c. Professional services agreement under \$25,000. 42 - 43

INFORMATION/DISCUSSION

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1. HUMAN RESOURCES

- a. Williams Uniform Complaints for 3rd Quarter Ending 3/31/24** 44 - 50

Staff will present to the Board, the Quarterly Report on Williams Uniform Complaints for the quarter ending 3/31/24, per Education Code Section 35186.

ACTION

1. ADMINISTRATION

- a. Resolution No. 24-12 for Earth Day** 51

Staff recommends the adoption of Resolution #24-12: In support of Earth Day.

2. EDUCATIONAL SERVICES

- a. Approval to Update NPS (Non-Public Schools) Allocations and Approval of the MOU with Fred Finch (NPS)** 52 - 91

Staff recommends the approval of changes to NPS allocated placements, as well as the approval of the MOU with Fred Finch, in order to fulfill Individualized Education Plan (IEP) service agreements, as presented to the Board.

- b. Adoption of OpenSciEd Curriculum** 92 - 98

Staff recommends the adoption of the OpenSciEd curriculum for Biology, Chemistry, and Physics and the additional recommendations to support this adoption, as presented to the Board.

3. HUMAN RESOURCES

- a. Resolutions No. 24-13 through 24-32 for Retirements** 99 - 100

Staff recommends the adoption of Resolutions #24-13 through #24-32: Honoring employees for their years of service to the District.

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b. Resolution No. 24-33 for Day of the Teacher

101

Staff recommends the adoption of Resolution #24-33: Designating Wednesday, May 8, 2024, as the California Day of the Teacher.

4. BUSINESS SERVICES

a. Approval of Modification #1 to the Agreement with Hamilton + Aitken Architects for the ECHS Central Kitchen Project

102 - 112

Staff recommends the approval of modification #1 to the agreement with Hamilton + Aitken Architects, in the amount of \$165,151, for architectural design services for the ECHS Central Kitchen Project, as presented to the Board.

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

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

April 25, 2024

- Teaching and learning presentation - Parkway Heights MS
- Presentation on Math Adoption
- Approval of designated representatives to CIF (California Interscholastic Federation)
- Approval of EL Master Plan
- Approval of SPSAs
- Resolution honoring Asian Pacific American Heritage Month (May)

May 9, 2024

- Recognition for outgoing Student Trustee Wong
- Teaching and learning presentation - SSFHS
- Approval of the Board meeting calendar for the 2024-25 school year
- Approval for 5th graders to attend SMCOE Outdoor Education
- Approval of Graduates and Certificates of Completion - Baden HS, ECHS, SSFHS, and Adult Ed.
- Resolution for Fund 11 and Fund 14 account balances
- Approval of MOU with Legarza Sports for 2024-25
- Approval to continue contracts with Non Public Agencies (NPAs)

May 11 2024 – Special Meeting/Board Workshop *(District Office)*

- Board self-evaluation

May 23, 2024

- Teaching and learning presentation - Alternative Education
- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2024-25 budget
- Approval of Health Connected MOU for 2024-25
- Approval of the agreement with Remind for the 2024-25 school year
- Approval of the agreement with Newsela for the 2024-25 school year
- Approval of the agreement with BeGlad for the 2024-25 school year
- Approval of the agreement with SMCOE for Center for Learning Data Sharing
- Approval of Bill Savidge Facilities Consulting agreement for 2024-25
- Resolution in support of LGBTQ+ Pride Month (June)

June 6, 2024

- Presentation on 2024-25 LCAP draft plan
- Presentation on 2024-25 Preliminary Budget
- Presentation on Special Education School Services Study
- Approval of Dairy Products IFB Rollover for 2024-25
- Approval of Fresh Produce RFP Rollover for 2024-25
- Approval of the Distribution of Processed USDA Foods Bid Rollover for 2024-25
- Approval of Commercial Food and Supplies award for 2024-25
- Public Hearing 2024-25 LCAP draft plan
- Public Hearing 2024-25 Preliminary Budget
- Approval of Local Indicators
- Approval of SMCOE Induction Program agreement for 2024-325
- Approval of Literably contract for 2023-24
- Approval of updated Board Governance Handbook
- Approval of Board of Trustees Compensation increase for 2024-25
- Approval of Skyline Middle College MOU for 2024-25
- Approval of Scoot Education MOU
- Resolution on Budgetary increases and year end transfers

June 20, 2024

- Presentation on YSB Counseling and Safe School Advocates Services and approval for 2024-25
- Presentation on SLO MOU with student data
- Presentation and approval of Board priorities for 2024-25
- Information on Daybreak Mental Health and approval of MOU
- Approval of SMCOE Outdoor Education dates for 2024-25
- Approval of Paper Education Company agreement for 2024-25

- Approval to increase facility use fees for 2024-25
- Approval to increase District rental/leasing rates for 2024-25
- Adoption of 2024-25 LCAP
- Adoption of 2024-25 Preliminary Budget
- Approval to continue NPS contracts for 2024-25
- Resolution on Education Protection Account Funds

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, Meetings*).

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

DATE: April 11, 2024

RE: Performance Management - Next Generation Science Standards (NGSS)

BACKGROUND:

Performance Management (PM) is an integrated, systematic approach that contains three parts: (Strategic planning-LCAP), collaborative learning & accountability. PM leverages data in a timely manner. It allows for a deeper analysis of performance by drilling down to root causes (asking a lot of 'why' questions) which then helps us in determining specific actions that can be taken to improve what occurs in a classroom and improve the overall performance at a school/department. Then, there is a plan to relentlessly follow up and monitor progress to determine if growth is occurring.

The purpose of Performance Management is to provide level, overall performance to determine if we are making progress towards defined metrics/targets. The EDS department will provide data on California Next Generation Science assessments and information on the overall implementation of the NGSS plan at the elementary, middle, and high school grade spans.

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION:

For information and discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of March 14, 2024

SSFUSD Equity Definition

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

OPEN SESSION - 7:00 p.m.

A. CALL TO ORDER

B. ROLL CALL

Board Members:	Ms. Amanda Anthony - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present Ms. Jamie Wong, Student Board Member - Absent
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Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. J. Marwan Hannon, Assistant Superintendent, Human Resources and Student Services - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present Mr. Ted O, Assistant Superintendent, Business Services - Present
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C. PLEDGE OF ALLEGIANCE - was led by Buri Buri ES student Timothy Rhee. Principal Cregg Ramich said Timothy is an amazing example of a Bobcat (school mascot) who is hard-working, perseveres, sets goals for himself and then works strongly to achieve them.

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. REVIEW OF AGENDA

Trustee Mina Richardson asked for a roll call vote on Consent Agenda Item 4c.

- F. PTA COUNCIL REMARKS** - President Lauren Kitchen thanked the Trustees and Cabinet members who attended the PTA Founders Day luncheon which honored several PTAs. Several membership and longevity awards were given out. PHMS, ALMS, WMS, and Monte Verde ES have had PTAs for at least 55 years. Most SSFUSD units were honored for having over 100 members. She reported that all units are holding elections for next year and she thanked the parents and volunteers for stepping up and taking on a position on the PTA boards. Sunshine Gardens ES and PHMS desperately need PTA support. PTA members, "...have valuable insights and observations that can benefit all students. And I think the school board is doing especially well listening to parents and implementing their suggestions with the Strategic Plan and the Portrait of a Graduate. And I'm happy to see tonight so many parents here to give public comment and support their students."

Trustee Patricia Murray thanked President Kitchen for all she does. Trustee Murray encouraged parents to join a PTA Council, saying "...You get to know the parents in your school, and when you show your kids that you value education, they learn to value education." Ms. Kitchen thanked Trustee Murray for being a great PTA volunteer herself.

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - President Elizabeth Bales-Stutes said she was supporting the CTA and District in their efforts "...to secure better conditions for teachers, and better conditions for the students of our wonderful District." New classes are starting in Adult Ed and an advanced level teacher has been hired who is helping to cover needs in the program until she starts in the fall.

South San Francisco Classroom Teachers Association - Interim President Shari Giusti said she is hopeful for CTA's negotiations with SSFUSD. Today was the first day at the bargaining table. She created the Caps for Classrooms Campaign where teachers, on bargaining days and Board meeting days, wear a cap to support the bargaining team's efforts. They wore a graduation cap at this meeting to indicate class size in the District needs to change for the benefit of all students. "The more students we must serve the less attention our students will receive. Finally, this cap serves as a reminder to keep working with us as you implement your Strategic Plan. Help the graduates you hired cultivate the dreams for the graduates you desire."

Ms. Giusti introduced Heather Burns, the current SSFCTA President who is stepping down, gave her last speech. Ms. Burns spoke about class size caps and how she has rarely had a class of 20 or fewer students. When she did, each

student was given the attention they needed and had better academic and emotional outcomes. They also learned faster and retained more. “Smaller class sizes meant more meaningful lessons, discussions, and knowledge acquired by each individual scholar. It allows more time for each student to apply the skills they have mastered, share them with their peers, and participate in the meaningful discussions they so desperately need.” “Educators have more time to individualize their feedback, ensuring that each student understands the material, can get the help they need, and reach their potential.” “Special Education problems are identified earlier, and once corrected, these youngsters don't spend endless years in a Special Education spiral. Youngsters in smaller classes seldom are retained in grade. Discipline improves.” “Conversely, I have had sizes so large, I didn't have enough desks, chairs, textbooks, or physical space to teach properly. I spent most of my day putting classroom management skills to work instead of engaging in enriched academic lessons and discussions.” “You just don't have enough minutes in a day to serve each student. We fail to instill problem solving, critical thinking and growth mindset skills. Often times students in Title 1 schools with large class sizes are in constant catch-up mode, feel alienated, detached and neglected. This results in disruptive behaviors, unsupervised moments, bullying and depression. It also leaves the educator feeling drained, disheartened, hopeless, and reflecting on whether they're making the difference they signed up for. Or should they take their expertise and high level of education elsewhere, and find a job in another field, further burdening an already depleted system of educators.”

Trustee Murray thanked Ms. Burns for all she has done for the students and said she will be missed as the CTA President.

California School Employees Association Chapter 197 - President Jolene Malfatti thanked the District for supporting the employees who were allowed to attend the 27th Paraeducator Conference in Southern California. More than 45 various classes were offered. She said, “...for those who got to attend, I think it will really enhance every facet of the para's job and make them more able to connect with all the kids, [in] General Ed and Special Ed.” President Malfatti reported that CSEA will have their first town hall on April 16 in the SSFHS library. “...It's going to be a chance for Board members and Cabinet to connect with the classified people. They'll be allowed to speak about different issues they face...that we can discuss and kind of collaborate on moving forward.” She was pleased to see Heather Burns at the meeting and said she was a great CTA President who worked with CSEA. She said CSEA supports CTA in class size caps. She wished everyone a Happy St. Patrick's Day.

H. PERSONNEL COMMISSION - Assistant Superintendent J. Marwan Hannon reported that the next Commission meeting will take place on March 18, 2024.

I. ITEMS FROM THE BOARD

Trustee Richardson announced that the SSF Historical Society is hosting “...an evening of sweet friendship with See’s candies discussing the history behind its creation and its future.” The public is invited to attend the program at the Roberta Cerri Teglia Center, located at 601 Grand Avenue

J. SUPERINTENDENT’S REPORT

- a. PTA Founder’s Day Appreciation** - Superintendent Shawnterra Moore said Board and Cabinet members were invited to participate in this event. In addition to a buffet luncheon, they heard from speakers SMCOE Superintendent Magee and County Trustee Ted Lampert and celebrated members receiving various awards. The Founders Day Committee includes two community members, Juanita Flores (current 17th District PTA President) and Alma Ruiz Soto (PTA President at PHMS and the 17th district VP of convention communications), and those who worked on the Reflections Program Committee.
- b. OYE Conference** - Dr. Moore shared that SSFUSD was invited, as a strategic partner, to encourage secondary grade students, parents, and staff to participate in the 12th Annual Oye Latinx Youth Conference on March 23 at Cañada College. “Students will receive valuable information about resources and services on academic career success and personal development.” At last year’s conference, more than 400 attendees “...explored various ideas and had discussions on Latinx culture and identity, obstacles their community faces, and opportunities for the future through interactive workshops, keynote speakers and networking.” The Superintendent showed an Oye video which explained what the conference was about and its impact. Jennifer Blanco, a trustee from another school district, has been advocating for students and their families to attend this event.

K. STUDENT TRUSTEE REPORTS

- 1. Jeremiah David, the ECHS ASB Vice President, filled in for Student Trustee Jamie Wong and highlighted the following recent and upcoming events at his site; Spring sports with boys’ volleyball, boys’ tennis, girls’ softball, track, badminton, baseball, and golf teams have begun; elections are over and Jamie Wong will once again serve as ASB President; this weekend, the Advanced Performing Dance Team will be taking classes from various renowned choreographers; this year, they are hosting a spirit week with the Sandy Hook Promise message of “See Something, Say Something” with activities to empower students to play an active role in protecting themselves and the community. “By fostering a culture and awareness of support we’re not only building school spirit but a safer and more caring environment for everyone.”; and on March 21 to March 24, the Drama Department is presenting “Our Town”.

2. Ira Sergio, Fall Student Trustee and ASB President SSFHS, shared the following news from her school; election season wrapped up on March 1 and Josephine Harsana will serve as the Spring Student Trustee next year; applications for commissions are still available with interviews up to Spring Break; ASB Executive Officers, the AVID team, and counselors reached out to 8th graders visited WMS and PHMS and will be visiting ALMS to recruit future freshmen for ASB; SSFHS students dominated this year's National History Day competition with 30-plus students placing as finalists and will be advancing to the State level in April; on March 8, a Career Technical Education Fair was held on campus for students to have the opportunity to get information on apprenticeships, technical training, child education development, and cosmetology; the annual Day on the Green will be held on March 28; with Ramadan starting in March, students who wish to pray during the day or to be apart from students eating lunch, the library lab has been reserved for them; and the Warriors baseball team beat Jefferson HS 23-0 while the baseball team won their fifth game against Westmoor HS.

Ms. Sergio recognized Women's History Month by thanking all the wonderful, hard-working women on campus and said their work does not go unnoticed. "I hope that we can always take action towards creating a more equitable environment that uplifts women in our community as well as gender non-conforming individuals throughout our campus so that they'll have a safe space to thrive."

L. PUBLIC COMMENTS

SSF resident Mike Harris stated, "I'm here to petition you all for redress of grievances again." "After I appeared last time, Ted O sent me a gas lighting email which I did not appreciate." He commented on the Board agenda, saying, "The sentences should be short, they should be concise, they should be simple words." He said the "The Buri Buri campus mess goes back to 1946. I've been cleaning my back area since July 1959." He has emailed City Clerk Rosa Acosta and inquired what it would take to recall the SSF Mayor and Vice Mayor since the City "is a mess". Mr. Harris said he had requested reports from the last school board conference in San Francisco by everyone who attended. "That was supposed to have been done."

Rachel Estrada, a Spruce ES teacher, said students cannot be successful in overflowing classrooms. "It's not acceptable that we have a class size average in our District, especially when there are Title 1 schools...such as Spruce that serve different populations of students than your other schools. Our District and our Board preach equity in all facets. However, how is a class size average equitable in any way?" "A class size cap would mean that teachers would be able to give our students the level of education they need and deserve. Students' social and emotional needs would be met." Ms. Estrada asked the Board to work with CTA's bargaining team so class size caps make sense to grade levels and the specific needs of Title 1 schools are considered.

Grace Rhee, a District parent and ALMS teacher, spoke about taking away an option for advanced math in 7th grade. She asked how this is equitable and restricts access to groups of students based on their needs. “In the District's Strategic Plan, the number one priority listed is providing exceptional instruction. It also states that creating equity-centered systems involves allocating resources equitably and in alignment with the priorities of the District's Strategic Plan while removing barriers that prevent students from succeeding.” “One example of not properly allocating resources, in my opinion, would be the District's decision to defund Alta Loma's accelerated summer school class that has been in place for 18 years.” “Please remove the barriers that prevent all of our students from succeeding by opening up access to multiple pathways in math.” Ms. Rhee said it is a disservice to hold the student back when equity means providing them what they need.

Jeanette De La Rosa, a Spruce ES parent and parliamentarian for Spruce ES, spoke about class size reduction, especially in 4th and 5th grade. “Having over 32 students in a classroom makes it difficult for students to focus, to participate, and to receive the individualized support they need.” She said smaller class sizes would be less overwhelming for students and their emotional well-being needs to be considered. “By implementing a cap on classroom sizes, we, as a community, are prioritizing stronger student teacher relationships....and providing an optimal environment for differentiated instruction.”

Catrina Ellis, an ECHS teacher, spoke about class size caps and the lack of a newcomer program at her school. She has classes of up to 40 students which does not allow her to provide individual attention to each student who needs it. Class size caps at high schools, in addition to elementary schools, need to be discussed. She said ECHS does not have a newcomer program and not much support for students learning English. “We have one para for the entire school, she only speaks Spanish.” She said all resources are concentrated at SSFHS, but those supports are needed at ECHS also. “...it's only creating this situation in which we throw kids in, expect them to sink or swim, and then complain when they have behavior problems and talk about moving them to a different school...because it's at a systemic District level and that's really where it needs to be addressed.”

M. INFORMATION ONLY PRESENTATIONS

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Buri Buri Elementary School

Principal Cregg Ramich shared educational priorities and programs at Buri Buri ES. He also recognized the following parent volunteers who will receive certificates of appreciation from the Board: Cassandra Alcalá, Norma Cruz, Corina Donze, Sandra Holden, and Angela Lam

LCAP Goals

SSFUSD's priorities and associated action steps must be aligned to the LCAP goals to make positive movement across the District. Principal Ramich said his school has worked very hard thinking about system change and using resources in ways that are more efficient, more connected, and more responsive to the needs of their students. Their priorities are aligned with the District's LCAP goals

Buri Buri ES Site Goals

LCAP #1,4 Student Achievement: Data Driven Team Approach for RTI Process for ELA Intervention Program/Placement

LCAP #1,2 Student Achievement: Data Driven PLC Cycle of Inquiry and staffing that supports Math Acceleration, Intervention, and development, and use of Master schedule

LCAP #2,4 Professional Development: Training for Expansion and deepening of Teacher Leadership RTI, PLC, SES, and Science of Reading

Vision Statement

At Buri Buri ES, all members commit to ensuring high levels of learning in a caring community.

CAR (Communication, Achievement, Relationships)

The SSFUSD car metaphor is a journey to excellence, providing students a superb learning experience. Principal Ramich focused on three things: instruction, leadership, decision-making, mostly by teachers, in addition to "...thinking about us as a system, not as individual teachers or individual grade levels, and some of the growth we've made due to some choices that...our teachers have made."

Overcoming COVID Era Learning Loss/Supports for Students

- Supporting all students and families who have experienced loss: Academic, engagement, and self- regulation/socialization skills.
- Improved assessment/curriculum to diagnose and support Literacy
- Strongest parent-teacher communication ever.
- Deepened and continued commitment to socio-emotional learning
- Consistent and clear community communication
- Increased support for outside activities - Garden science/PE/recess engagement - learn by doing/through playing
- Spirit Days every month
- PTA community celebrations
- Character and leadership development PBIS

Progress in ELA (2019-23)

 Yellow dot indicates the action/goal is moving toward target

Percentage of students meeting/exceeding standard (All students in testing grades)

- 2 schools improved by more than 5 percentage points
- 6 schools maintained
- 8 schools declined
- Buri Buri ES improved by 6% to a total score of 66%

Progress in Math (2019-23)



Red dot indicates the action/goal is off target

Percentage of students meeting/exceeding standard (All students in testing grades)

These students missed an entire year of in-person instruction. Teachers have worked hard and prioritized the students' needs.

- 1 school improved by more than 5 percentage points
- 4 schools maintained
- 11 schools declined
- Buri Buri ES improved by 8% to a total score of 65%

Academic Indicator for Math

This graph shows the Buri Buri ES students by subgroup and the growth they are making over time. A plus in the status indicator shows "...additional students who are doing better now than they were before, which is the whole point of equity, giving every population, every subgroup, a chance to get better."

(Numbers indicate points above/below standard for cohort average)							
Student Group	Buri Buri Elementary School			SSFUSD		State	
	# students	Status	Change	Status	Change	Status	Change
Asian	58	+58.4 DFS	+5.5	+51.4 DFS	+9.1	+50.8 DFS	+2.3
Filipino	45	+26.6 DFS	-3.2	-1.4 DFS	-4.9	+7.4 DFS	+4.8
Native Hawaiian/Pacific Islander	*			-66.6 DFS	+1.1	-71.3 DFS	0
Hispanic/Latinx	103	-11.1 DFS	+21.6	-75.8 DFS	-3.7	-80.8 DFS	+2.6
African American/Black	*			-99.9 DFS	+5.1	-104.5 DFS	+2.6
White	31	+60.5 DFS	+25.4	-23.1 DS	+5.8	-11.1 DFS	+2.3
English Learners	49	-18.1 DFS	-11.6	-68.5 DFS	-10.9	-93.4 DFS	-1.4
Students w/Disabilities	52	-52.8 DFS	+9.1	-118.3 DFS	+5.1	-127.3 DFS	+5.5
Socioeconomically Disadvantaged	69	-29 DFS	+14	-73.1 DFS	-0.9	-80.8 DFS	+3.2
All Students	275	+21.8	+15	-32.8 DFS	-0.3	-49.1 DFS	+2.6

CAASPP 2023: All Students

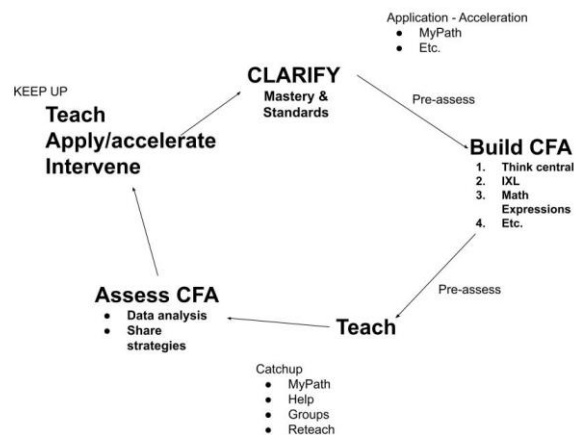
ELA - The combined scores for 3rd through 5th grade was 66% of students meeting or exceeding standard by grade level. Buri Buri ES exceeded scores for the District and State.

Math - The combined scores for 3rd through 5th grade was 65% of students meeting or exceeding standard by grade level. Buri Buri ES exceeded scores for the District and State.

Master Schedule

Principal Ramich said his site began to realize they needed to work together more. “Our collaboration means working together, owning the kids together, pacing together, teaching together, clarifying together. So we’ve been doing that for years and last year, we recognized that something was happening by not having a system.” Every grade level was seeing good growth. He said, “How do you as an intervention person pull somebody in an organized way if every grade level is doing their own schedule? If everyone is teaching reading at the same time, someone is getting pulled for reading intervention during reading instruction. So what we did is we said that’s inequitable, that’s wrong. We can’t have people pulled out of instruction to get intervention. You can’t be getting out of reading to help you with your math. You can’t be pulled out of a math class so that you can get your speech therapy.” “We’re going to have every teacher and every kid have sacred time for math every day. No one is getting pulled for math. We’re going to give you like 30 minutes, 40 minutes of time and you teach that math lesson to everybody on grade level standards, everybody gets that. Our intervention then cooperates with that, backs that up.” “No one is getting yanked out of reading during on-grade-level reading and reading time. Why would not everybody do that? Do you know why? Because we are such individualists as teachers, it’s a history being an individual. You know how hard that was for our staff to be told, what, I can’t have my reading when I want it? You know why they did it? It’s best for kids.”

Data from Common Formative Assessments Drive Math Intervention



Principal Ramich said during PE time, their whole grade level meeting looks at the standards that they will teach for a unit. “We clarify the

standards and then they all build a test based on the mastery and how to tease out the misconceptions. They build that test together and then they start teaching together.” “Then they give that test at the same time, and then they analyze the data from that at the same time together...” Then they see which students are doing great and which ones have a misconception, they intervene together. Using the math intervention funds, Buri Buri ES has hired a long-term substitute who will take the students from the whole grade that need re-teaching as a whole grade level. He said, “...we are trying to not do business as usual...The resources you've given us to collaborate and to have really quality data has allowed us to reorganize ourselves.”

Community Life

Their community is not just academics, but PTA members and parents work together to make sure everyone feels safe and has a great time. Mr. Ramich shared photos of staff and students in school events.

Demographics

The Buri Buri ES student population is predominantly Hispanic/Latinx at 38%, followed by Asian at 37%, and 13% White being the largest groups. Of the 555 total students, 49% are male, 51% are female, 14% are identified as English Learners, 12% are SWD and 23% are socioeconomically disadvantaged.

Attendance Percentage by Grade Level

Principal Ramich shared the attendance by grade level for grades TK-5. All grades scored in the 90th percentile, from 93.00% in kindergarten to a high of 95.40% for 4th grade.

Attendance Data by Tier

2022-23

(August – February 7)

Satisfactory	60.3%
At risk	26.5%
Moderate chronic	11.1%
Severe chronic	2.1%
Extreme chronic	0.0%

Mr. Ramich said they have some families who are challenged to get their kids to school on time. They are working on improving the attendance and thanked the District for helping them in the endeavor.

2023-24 Behavior Data

Principal Ramich said there were no suspensions or expulsions at his site. He said while there is still evidence of the COVID isolation challenges, this year has begun with student exhibiting more self-

regulation and pro-social behaviors. Students are expressing their needs and feelings, which helps the teachers.

Principal Ramich complimented his team, an amazing group of people committed to the community.

The Board recessed at 8:21 p.m. for a break and reconvened at 8:31 p.m.

b. Performance Management - Literacy

Performance Management

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

NOTE: Performance Management (PM) Reminders:

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

Color coding legend for the dots

-  Green dot indicates the action/goal is on target or has been met
-  Yellow dot indicates the action/goal is moving toward target
-  Red dot indicates the action/goal is off target (and is something that may need deeper analysis, support, or resources)

District Literacy Coordinator Lindsay Summers reviewed key initiatives that she and her team have been embarking on this year and potential next steps as they support SSFUSD students to become literate members of the community.

District Goals and Priorities

Coordinator Summers said her work focuses on the District's four LCAP and District's priorities.

Academic Achievement (LCAP Goal 1) - they have been supporting teachers and sites with strengthening classroom instruction. This

includes transitioning into a reading aligned approach to the structured literacy instruction. They will continue to remain committed to providing students with rigorous instruction, high levels of student engagement, and necessary supports.

Staff and Professional Development (LCAP Goal 2) - Ms. Summers and her site reading specialists have been providing ongoing training and coaching to teachers, and have also been participating in professional development as it pertains to their own roles.

Student, Parent, and Community Engagement (LCAP Goal 3) - They have been sharing resources with families, to support and establish or enhance a home reading routine to bridge the classroom into the home.

Special Education (LCAP Goal 4) - They are administering screeners within the first 45 days of school to identify students with potential reading difficulties, including dyslexia. They have also have been strengthening the reading intervention programs at all elementary sites, as well as the multi-tiered systems of supports to meet students' academic needs.

Portrait of a Graduate (PoG)

Through their literacy work they are committed to bringing the District's portrait to life, achieving the reading and writing skills necessary to learn, navigate, impact, and thrive while in SSFUSD, and beyond.

Key Responsibilities

Coordinator Summers shared her top duties:

- Direct support for the 15 site-based Reading Specialists at nine elementary schools
- Lead work with Structured Literacy Blocks, including the implementation of SIPPS, focused on evidence based literacy administration
- Provide ongoing professional learning opportunities at the site and District level
- Support administration of DIBELS mCLASS and the pilot of an ELA Diagnostic Assessment with i-Ready and IXL
- Assist with Preschool through 3rd Grade alignment, including the implementation of Fluent Seeds
- Engage in ongoing collaboration with sites, the District, and community partners

Dynamic Indicators of Basic Early Literacy Skills (DIBELS) mCLASS Data (District)

Composite Score	September 2023					December 2023				
	Exceeds	Meets	Approaches	Does Not Meet	PM Key	Exceeds	Meets	Approaches	Does Not Meet	PM Key
K	30%	21%	19%	30%		21%	23%	19%	37%	
1st	30%	28%	15%	27%		27%	27%	15%	31%	
2nd	34%	32%	11%	23%		35%	29%	12%	24%	
3rd	38%	30%	13%	19%		36%	29%	13%	22%	
4th	20%	53%	14%	13%		35%	30%	14%	21%	
5th	20%	37%	20%	23%		11%	26%	17%	46%	
K-5	28.7 %	33.5 %	15.3%	22.5 %		27.5 %	27.4 %	15%	30.1%	

In literacy, they work toward effectively using data to make informed decision with students in mind. DIBELS is currently the only mandatory assessment in K-5 and literacy common assessment. It is the online platform that scores the assessment and provides results for identifying and targeting students' literacy needs. Teachers use this data to determine instructional implications, specifically student strengths and needs in reading and use this site data to refer students into reading intervention.

DIBELS mCLASS Data (Site)

Composite Score for K-5	September 2023					December 2023				
	Exceeds	Meets	Approaches	Does Not Meet	PM Key	Exceeds	Meets	Approaches	Does Not Meet	PM Key
Buri	40%	17%	16%	27%		33%	27%	22%	18%	
JS	53%	8%	8%	31%		37%	30%	20%	13%	
LC	25%	20%	20%	35%		18%	18%	25%	39%	
Martin	7%	10%	15%	68%		10%	12%	16%	62%	
MV	43%	20%	16%	21%		53%	24%	13%	10%	
Pondo	29%	15%	27%	29%		28%	10%	26%	36%	
Skyline	34%	15%	32%	19%		31%	26%	22%	58%	
Spruce	15%	19%	15%	51%		19%	8%	15%	58%	
SSG	28%	19%	19%	34%		20%	26%	17%	37%	

Coordinator Summers noted as the school year progresses, there has been an increase of students in the red and yellow range. Staff remain

committed to improving students' progress by providing rigorous instruction and intervention to accelerate students' literacy development.

CAASPP ELA Data

Ms. Summers said this data is another way to show how students are performing on the grade level common core ELA State standards and compares the District data for 3rd through 5th grades over the last two years. SSFUSD students perform at a slightly higher level on the DIBELS mCLASS. They continuously use data to make informed decisions as they move forward in the critical work of literacy and equity.

2021 to 2022	Exceeded	Met	Nearly Met	Did Not Meet
3rd Grade 	24.42%	22.28%	24.42%	28.88%
4th Grade 	30.38%	23.33%	18.44%	27.85%
5th Grade 	25.17%	27.10%	20.10%	27.62%

2022 to 2023	Exceeded	Met	Nearly Met	Did Not Meet
3rd Grade 	29.98%	21.64%	23.00%	25.38%
4th Grade 	24.74%	21.23%	22.28%	31.75%
5th Grade 	27.06%	27.24%	19.35%	26.34%

Pilot of ELA Diagnostic Assessment

After discontinuing the use of Literably to diagnose a student's potential cause(s) for reading delay, the District conducted their own research and decided to pilot i-Ready and IXL

Overview

- 27 educators, including classroom teachers and Reading Specialists
- Two administrations of both assessments
- Training provided for both assessments
- Pilot will last from October through April
- Recommendation will be made to EDS in early April for next year

Assessment Information

i-Ready and IXL

- Administered via a tech device. Can be administered to the whole class.

- Benchmark and progress monitoring with a variety of data reports
- Individualized learning pathways are determined after the assessment

Structured Literacy Blocks (SLB)

2022-23

- Recommendation of 120 daily instructional minutes for SLB and 30 minutes of Designated English Learner Development (DELD)
- Provided grade-level recommended models with instructional routines and resources for all key components
- Created a [Structured Literacy Block website](#)
- Offered various professional learning opportunities at the site and District level
- Year 1 of DIBELS mCLASS
- Completed a 1.5 year phonics pilot in K-3

2023-24

- Continued to unpack the grade-level SLB models
- Continuously updated the SLB website, including family literacy resources
- Continued to offer various professional learning opportunities at the site and District level, including asynchronous ones.
- Year 2 of DIBELS mCLASS
- Pilot of an ELA Diagnostic Assessment for K-5
- SIPPS Implementation at 4 sites and with Reading Specialists

SLB Resource Pages

Ms. Summers said they share book recommendations of high quality texts that are authentic and culturally relevant to promote awareness on specific topics or celebrations during that month as well as to promote the joy of reading. This month, the books celebrated Black History Month as well as Lunar New Year.

Highlights from the Reading Specialists

Reading Specialists

- Serving a total of 456 students in intervention across all nine sites
- Implementing SIPPS in reading intervention groups
- Developing consistent Reading Intervention Guidelines for all nine sites
- Developing a literacy vision and mission statement
- Supporting families with a home reading routine
- Attended a 30-hour Orton Gillingham Educator Course

Literacy Coaches

- Goal = Demonstration lessons and co-teaching during reading and writing blocks 

- Unpacking SLB resources with site colleagues
- Facilitating grade-level PLC's and presenting at meetings
- Supporting with data analysis of DIBELS mCLASS
- Assisting classroom teacher during the pilot of an ELA Diagnostic Assessment

Connections to District Work

- The **District's Strategic Plan** provides clear priorities: exceptional instruction, engaged students, purposeful partnerships, empowered educators, and equity-centered systems.
- The **Structured Literacy Block** provides the foundation for exceptional instruction in literacy and language and effective methods of engaging our students.
- The **ELA Scope and Sequence** provides teachers with the priority standards to teach and assess within their literacy block.
- The new **Report Cards** provide information on standards that are being assessed within the SLB.
- **Cycle of Inquiry** provides the opportunity to reflect on the efficacy of teaching and students' learning.

Potential Next Steps

Structured Literacy Blocks

- Develop a comprehensive literacy plan: instruction, assessments, and intervention
- Create a training plan for all teachers to receive evidence-based professional development
- Strengthen our P-3 alignment
- Increase access to texts in the classroom: decodables, authentic texts, and culturally responsive texts
- Increase opportunities for family engagement and education

Reading Specialists

- Finalize the Reading Intervention Guidelines for all nine elementary sites = equity centered systems
- Participate in the next Orton Gillingham Associates as well as other quality professional learning/collaboration opportunities
- Prepare for SB 114 implementation by August 2025
- Strengthen the literacy coaching program to amplify Tier 1 instruction

Ms. Summers thanked the Board for supporting the literacy and intervention work that is occurring throughout the District. She looks forward to the ongoing collaboration and continued accomplishments.

Trustee Murray thanked Ms. Summers for her report and appreciates her program. She said reading is the most important skill a child can have and they need that skill by 3rd grade.

Vice President Amanda Anthony asked about the decreases in DIBELS data from September 2023 to December 2023. Ms. Summers replied, “It is the same screener, but the benchmark goals are different for every window of the assessment. So that is one of the factors that they are moving targets essentially. So a lack of access to reading intervention from a Reading Specialist or perhaps just struggling to pick up the skills are two big reasons that we are seeing.” Vice President Anthony asked why the District stopped using Literably and if a second assessment is being considered. Assistant Superintendent Keith Irish replied that Literably was the online assessment adopted during the pandemic where student talked and teachers had to listen. “There were lots of complications about that, and when you are giving an assessment in a classroom with multiple kids, some other kids were hearing and...it wasn't as valid as we would like...” She then asked about reading interventions needed in secondary classes. He said they are focusing on students up to 5th grade, “...but we need to look at how we can support kids as they matriculate through the system in middle school. And we also heard earlier options for kids as they come into our system at various levels, so Ed. Services is...looking at EL. We heard a lot of earlier comments around newcomer students, so I'll be bringing some information to the Board shortly for us to consider.”

Trustee Chialin Hsieh thanked Ms. Summers for the great presentation and she looks forward to the outcome of the next steps in the program.

Trustee Richardson said she appreciates the science of reading and told Ms. Summers to keep up the good work.

President Daina Lujan thanked Ms. Summers for the informative presentation and for supporting the Reading Specialists.

N. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

1. BUSINESS SERVICES

a. Second Interim Financial Report

Assistant Superintendent Ted O presented the 2023-24 2nd Interim Financial Report, for the period ended January 31, 2024. The main purpose of the report is to review the financial condition of the District's general fund budget to ensure that the fiscal obligations in the first quarter and the end of the fiscal year projections can be met. He said there were not many changes from the 1st Interim he presented in December, so he highlighted the more important items.

General Fund 1st vs. 2nd Interim

General Fund (Unrestricted and Restricted)	2023-24 1st Interim	2023-24 2nd Interim	Change
Revenues	165,639,550	165,772,537	132,987
Interfund Transfer In	13,301	13,301	-
Total Sources of Funds	165,652,851	165,785,838	132,987
Expenditures	191,761,627	190,731,630	(1,029,997)
Interfund Transfer Out	3,521,924	3,521,924	-
Total Usage of Funds	195,283,551	194,253,554	(1,029,997)
Net Increase/Decrease In Fund Balance	(29,630,700)	(28,467,716)	1,162,984
Beginning Fund Balance	62,536,067	62,536,067	-
Projected Ending Fund Balance	32,905,367	34,068,351	1,162,984
Nonspendable	232,740	283,223	50,483
Restricted	7,106,716	7,112,436	5,720
Committed	-	-	-
Assigned/Designated			
Various Designations *	9,593,175	9,593,175	-
Unassigned/Unappropriated			
Designated for Economic Uncertainties	9,764,178	9,712,678	(51,500)
Undesignated Reserve	6,208,558	7,366,839	1,158,281
* Details provided on Slide 13			

The net change in revenue was approximately \$133K and the net change in expenditures is approximately \$1M. The projected ending fund balance is expected to increase by approximately \$1.2M from the 1st to the 2nd interim. This is before the State required District designations, as well as the District designations.

Changes from 1st interim to 2nd interim

Revenue - The net change is approximately \$133K.

- Net increase is due to Federal, State and Local Program allocations

Expenditures - The net change is approximately \$1M.

- Decrease in one-time Federal, State and Local Categorical/Restricted Funding
- Net increase in Federal, State and Local Program allocations and various budget adjustments
- Savings in salaries and benefits due to unfilled vacant positions

2024-25 & 2025-26 MYP Assumptions

- Property tax increases - estimated at 4%
- Estimated RDA revenue is budgeted
- Estimated STRS/PERS increase included
- Estimated Step & Column costs included
- Enrollment/ADA projected to decrease by 2% per year
- Mandated Block Grant and Lottery Funds are budgeted
- Contributions to Special Ed and Transportation
- Contributions to Routine Restricted Maintenance and Deferred

Maintenance programs

- District will remain Community Funded/Basic Aid
- Employee raises for 2024-25 are budgeted
- Projected position changes are budgeted

Multi-Year Projections – Actual/projected ending fund balances

	Second	Proposed	Proposed
Unrestricted and Restricted Funds	Interim	Budget	Budget
	2023/24	2024/25	2025/26
Revenues	\$ 165,772,537	\$ 158,176,759	\$ 162,942,940
Interfund Transfer In	13,301	13,301	13,301
Total Sources of Funds	\$ 165,785,838	\$ 158,190,060	\$ 162,956,241
Expenditures	\$ 190,731,630	\$ 163,197,003	\$ 167,910,988
Interfund Transfer Out	3,521,924	3,521,924	3,521,924
Total Usage of Funds	\$ 194,253,554	\$ 166,718,927	\$ 171,432,912
Net Incr/Decr in Fund Balance	\$ (28,467,716)	\$ (8,528,867)	\$ (8,476,671)
Beginning Fund Balance	62,536,067	34,068,351	25,539,484
Actual/Projected Ending Fund Balance	\$ 34,068,351	\$ 25,539,484	\$ 17,062,813

The District's Ending Fund Balance is a very high level summary of a budget for the current and the next two years. It is a State requirement to have a balanced budget for all three years. Mr. O said SSFUSD is deficit spending approximately \$8.5M next year and the year after that. He advised that the District will probably need to make some budget and staffing reductions starting next year, since the staffing charged to the one time federal and State stimulus funds are expiring or will be used up by next year. The bottom row shows the projected ending fund balance which also includes the State requirements as well as the District designations

Ending fund balances designations

The State requires California school districts to break down the ending fund balances into these five categories to maintain consistency.

- Nonspendable
- Restricted
- Committed
- Assigned
- Undesignated/Unassigned

	Second Interim 2023/24	Proposed Budget 2024/25	Proposed Budget 2025/26
Unrestricted and Restricted Funds			
Actual/Projected Ending Fund Balance	34,068,351	25,539,484	17,062,813
Nonspendable			
Revolving Cash	25,100	25,100	25,100
Stores	58,648	58,648	58,648
Prepaid Expenditures	199,475	199,475	199,475
Restricted	7,112,436	7,112,436	7,112,436
Committed	0	0	0
Assigned/Designated			
STRS/PERS Increase: 2026-27	359,384	359,384	359,384
STRS/PERS Increase: 2027-28	733,791	733,791	733,791
Prop Tax Re-Pymt - Litigation (Est.)	8,500,000	8,500,000	2,333
Reserve:			
Reserved for Economic Uncertainties	9,712,678	8,335,946	8,571,646
Undesignated Reserve	7,366,839	214,704	0

Mr. O said the District is able to balance the budget for all three years, as required by the State, by reducing the \$8.5M set aside for the property tax repayment, which will be almost gone by 2024-25. If the County requests repayment, the District will need to come up with the funds.

Positions Funded with One-time Funds

- SSFUSD has many positions that are funded with one-time stimulus funds.
- Once these funds expire or used up, these positions will need to be eliminated unless another funding source is identified.

Resource	Resource Description	Expires	FTE	Positon Types	Amount
3214	ESSER III - Learning Loss	9/30/2024	0.25	Teachers-Other	\$ 29,108.64
			1.00	Mental-Health	\$ 100,229.27
			15.73	Paras-Bilingual	\$ 1,073,811.27
3218	ELO ESSER III - Emergency Needs	9/30/2024	1.00	Counselor-Academic	\$ 140,313.23
3219	ELO ESSER III - Learning Loss	9/30/2024	1.00	Counselor-Academic	\$ 150,356.63
			1.00	Counselor-Wellness	\$ 238,222.62
			1.00	Mental Health	\$ 131,006.69
6053	Chd Dev CA PreK Plan & Implementation		4.80	Paras-Transistional	\$ 312,421.68
9305	Student behavioral Health Incentive	6/30/2024	0.20	Teacher-Other Extra	\$ 26,562.33
6537	Sp.Ed Learning Recovery Support	6/30/2024	0.28	Program Specialist	\$ 52,143.89
			26.26	Yearly Total	\$ 2,254,176.26

There are approximately 26 FTEs positions which cost about \$2.3M paid for from one-time stimulus funds which expire this school year. The District would be able to maintain most of the positions by eliminating some vacant positions and depleting the \$8.5M set aside for the Genentech litigation.

- The following positions that are funded with one-time stimulus funds will expire in 2025-26 and 2027-28.

- If there are sufficient funds, the positions may be kept an additional year.

Resource	Resource Description	Expires	FTE	Positon Types	Amount
6266	Educator Effectiveness Block Grant	6/30/2026	1.00	Coordinator-Multi-Tier System	\$ 193,930.85
			1.00	Teachers-Other	\$ 118,344.98
6762	Arts, Music & Instr Mtls Block Grant	6/30/2026	0.20	Teacher-Other Extra	\$ 19,487.15
7435	Learning Recovery Emergency Block Grant (Approx. \$3.5M left at end of 2023-24))	6/30/2028	1.00	Administrative Assistant	\$ 99,325.80
			5.00	Counselor-Wellness	\$ 522,557.06
			1.00	Counselor on Special Asgmt	\$ 150,356.63
			3.67	Office Assistant-Attendance	\$ 274,504.93
			0.20	Psychologist-Extra	\$ 27,416.60
			0.80	Psychologist-Special Assgn	\$ 122,780.38
			3.00	School Community Liaison	\$ 233,274.54
			10.00	Teachers-Other	\$ 1,391,335.67
			3.00	Teacher-Special Ed Other	\$ 424,303.45
			29.87	Yearly Total	\$ 3,577,618.03

Grand Total

56.13

\$ 5,831,794.30

Mr. O reminded the Board that the District has another \$3.6M worth of positions that are paid with State and federal stimulus funds which will be depleted next year.

Large Expenditures Funded with One-time Funds

- SSFUSD has some large expenditures (agreements with organizations or service agreements) that are funded with one-time State and federal stimulus funds.
- Once these funds expire or are used up, the positions will need to be discontinued unless it is decided to keep them and another funding source is identified.

Resource	Description Of Resource	Resource Expiring	PO Amount	Grand Total
3218	ELO:ESSER III ST RS EMERG NEED ILLUMINATE EDUCATION INC. IXL LEARNING	9/30/2024	\$ 92,731.44	\$ 96,275.44
			\$ 3,544.00	
3219	ELO:ESSER III ST RS LEARN LOSS NEWSOLA INC YOUNG AUDIENCES OF NORTHERN	9/30/2024	\$ 55,157.00	\$ 241,707.00
			\$ 186,550.00	
2600	EXPANDED LRNG OPPOR PROGRAM CAM EDUCATIONAL SERVICES LLC CITY OF DALY CITY SSFUSD - PTAC	6/30/2025	\$ 1,094,038.00	\$ 1,220,338.00
			\$ 50,400.00	
			\$ 75,900.00	
7435	LEARN RECOVERY EMG BLOCK GRANT DAYBREAK HEALTH INC. IXL LEARNING LEGARZA SPORTS QUALTRICS LLC	6/30/2028	\$ 137,280.00	\$ 1,103,762.52
			\$ 172,925.00	
			\$ 755,000.00	
			\$ 38,557.52	
6387	SPED: LEARNING RCVRY SUPPORT AIR TUTORS LLC	6/30/2024	\$ 56,700.00	\$ 56,700.00
	TOTAL			\$ 2,718,782.96

The District's areas of concern are:

- STRS/PERS Increases
- Increases in Special Education Costs
- Re-payment of property taxes due to litigation
- Aging facilities with increasing cost to repair/replace
- Declining Student Enrollment
- Shortage of teachers, nutrition service workers, custodians, substitutes and other staff
- Global supply chain crisis
- Increasing cost for goods and services (Inflation)
- Positions paid with one-time stimulus funds that are ending
- Impact of possible recession and State budget shortfall
- Potential impact of new COVID-19 Variant or other pneumonia outbreak
- Cost of Universal Transitional Kindergarten Program

Next steps

May 2024: Governor's Revision to the proposed budget

June 6, 2024: Public hearings on the 2024-25 LCAP and Budget

June 20, 2024: Public meeting to adopt the 2024-25 LCAP and Budget

September 2024: 2023-24 Unaudited Actuals report

Trustee Hsieh asked about the total FTEs for positions financed with one-time funds. Mr. O confirmed the grand total is 56 FTEs for these positions.

Vice President Anthony asked if the Genentech property tax litigation would continue through 2025-26. Mr. O replied that it has been going on for a while and the \$8.5M is a legitimate set aside and since it is a liability, it must be kept on the books. She asked if the employees were noticed that their jobs would be eliminated by the end of the year. Mr. O said most of the positions are being retained, since they are needed. The reduction of the Public Information Officer provided some funds to cover positions.

President Lujan thanked Mr. O for the presentation and explaining the interim report.

ACTION

2. BUSINESS SERVICES

a. Approval of the Second Interim Financial Report and Positive Certification of Financial Condition

MOTION #34 (Murray/Hsieh) to approve the 2nd Interim Financial Report and positive certification of financial condition for fiscal Year 2023-24, declaring that the District will be able to meet its financial obligations for the current year and subsequent two fiscal years. Motion Carried. (Unanimous)

O. CONSENT AGENDA

Item 4c was pulled for a roll call vote.

MOTION #35 (Hsieh/Murray) to approve Item 1a, Minutes to the special Board meeting, February 15, 2024; Item 2a, Parkway Heights MS staff and students to travel to Loma Mar, CA; 2b, Adult Education staff members to travel to Orange Co., CA; Item 3a, Certificated Personnel Assignment Order; Item 4a, Gifts to the District, February 2024; Item 4b, 2023-24 fundraising events; ~~Item 4c, Professional service agreements under \$25,000.~~

MOTION #36 (Murray/Hsieh) to approve Item 4c, Professional service agreements under \$25,000. (AYES: Anthony, Hsieh, Lujan, Murray; NOES: Richardson). Motion Carried on a 4-1 vote.

ACTION *(continued)*

1. EDUCATIONAL SERVICES

a. Approval to Increase the Contract with Green Cab for the Remaining 2023-24 School Year

MOTION #37 (Hsieh/Richardson) to approve an increase to the contract with Green Cab to provide transportation services to fulfill Individualized Education Plan (IEP) service agreements for the remainder of the 2023-24 school year. Motion Carried (Unanimous)

2. BUSINESS SERVICES

b. Approval of SSFUSD 2024-25 Transportation Plan

MOTION #38 (Murray/Hsieh) to approve the SSFUSD 2024-25 Transportation Plan. Motion Carried (Unanimous)

c. Approval of Dates for 2024-25 Local Control Accountability Plan (LCAP) Hearings and Adoptions

Mr. Irish said next week is the District's LCAP community involvement when the community will have an opportunity to provide input on the LCAP. At later Board meetings each year there are hearings when the

community has an opportunity to ask questions. The dates for hearings and adoptions must be approved by the Board.

MOTION #39 (Murray/Richardson) to approve the recommended dates for the 2024-25 LCAP and budget hearings and adoptions. Motion Carried (Unanimous)

d. Approval of Agreement for Crossing Guard Services for the 2024-25 School Year

Trustee Richardson voiced her concern on the rising costs of these companies.

MOTION #40 (Murray/Richardson) to approve the agreement with All City Management, in the amount of \$147,348, to provide crossing guard services for the 2024-25 school year. Motion Carried (Unanimous)

e. Approval of the Revised Citizen's Bond Oversight Committee (CBOC) Bylaws

Trustee Richardson said she disagreed that CBOC members do not submit a Form 700 since some of them own their own businesses.

MOTION #41 (Murray/Hsieh) to approve the revised CBOC bylaws for the Measure T bond program Section 6.4 which removes the requirement for the Form 700. Motion Carried (Unanimous)

f. Approval of Award of Contract to Capital Engineering for the HVAC Projects Package A

MOTION #42 (Hsieh/Anthony) to approve the award of contract to Capital Engineering, in the amount of \$58,960, for commissioning services for the HVAC Projects Package A. Motion Carried (Unanimous)

g. Approval of Proposal from DSK Architects for the Audio-Visual Upgrade Project at Alta Loma MS

MOTION #43 (Richardson/Murray) to approve the proposal from DSK Architects, in the amount of \$49,000, for the audio-visual upgrade at Alta Loma MS. Motion Carried (Unanimous)

h. Approval of Agreement with Atlas Technical Consultants for Geotechnical Engineering Study at Westborough MS

MOTION #44 (Hsieh/Anthony) to approve the agreement with Atlas Technical Consultants, in the amount of \$20,000, for a Geotechnical Engineering study at Westborough MS. Motion Carried (Unanimous)

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

Mr. Irish asked that the Induction presentation planned for March 28 be removed to a later meeting.

April 11, 2024

- Teaching and learning presentation - Westborough MS
- Performance Management - NGSS/Genentech Presentation
- Williams report for 3rd quarter ending 3/31/24
- Resolution for Earth Day (April 22)
- Approval of Skyline Middle College MOU for 2024-25
- Approval of EL Master Plan
- Resolution for Day of the Teacher (5/7)
- Resolution for retirees

April 25, 2024

- Teaching and learning presentation - Parkway Heights MS
- Presentation on Math Adoption
- Approval of designated representatives to CIF (California Interscholastic Federation)
- Approval of SPSAs
- Resolution honoring Asian Pacific American Heritage Month (May)

May 9, 2024

- Recognition for outgoing Student Trustee Wong
- Teaching and learning presentation - SSFHS
- Approval of the Board meeting calendar for the 2024-25 school year
- Approval for 5th graders to attend SMCOE Outdoor Education
- Approval of Graduates and Certificates of Completion - Baden HS, ECHS, SSFHS, and Adult Ed.
- Resolution for Fund 11 and Fund 14 account balances
- Approval of MOU with Legarza Sports for 2024-25
- Approval to continue contracts with Non Public Agencies (NPAs)

May 11 2024 – Special Meeting/Board Workshop (*District Office*)

- Board self-evaluation

May 23, 2024

- Teaching and learning presentation - Alternative Education

- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2024-25 budget
- Approval of Health Connected MOU for 2024-25
- Approval of the agreement with Remind for the 2024-25 school year
- Approval of the agreement with Newsela for the 2024-25 school year
- Approval of the agreement with BeGlad for the 2024-25 school year
- Approval of the agreement with SMCOE for Center for Learning Data Sharing
- Approval of Bill Savidge Facilities Consulting agreement for 2024-25
- Resolution in support of LGBTQ+ Pride Month (June)

June 6, 2024

- Presentation on 2024-25 LCAP draft plan
- Presentation on 2024-25 Preliminary Budget
- Approval of Dairy Products IFB Rollover for 2024-25
- Approval of Fresh Produce RFP Rollover for 2024-25
- Approval of the Distribution of Processed USDA Foods Bid Rollover for 2024-25
- Approval of Commercial Food and Supplies award for 2024-25
- Public Hearing 2024-25 LCAP draft plan
- Public Hearing 2024-25 Preliminary Budget
- Approval of Local Indicators
- Approval of SMCOE Induction Program agreement for 2024-325
- Approval of Literably contract for 2023-24
- Approval of updated Board Governance Handbook
- Approval of Board of Trustees Compensation increase for 2024-25
- Approval of Skyline Middle College MOU for 2024-25
- Approval of Scoot Education MOU
- Resolution on Budgetary increases and year end transfers

June 20, 2024

- Presentation on YSB Counseling and Safe School Advocates Services and approval for 2024-25
- Presentation on SLO MOU with student data
- Presentation and approval of Board priorities for 2024-25
- Information on Daybreak Mental Health and approval of MOU
- Approval of SMCOE Outdoor Education dates for 2024-25
- Approval of Paper Education Company agreement for 2024-25
- Approval to increase facility use fees for 2024-25
- Approval to increase District rental/leasing rates for 2024-25
- Adoption of 2024-25 LCAP
- Adoption of 2024-25 Preliminary Budget

- Approval to continue NPS contracts for 2024-25
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES - None

GOOD AND WELFARE

Trustee Richardson said she attended the PTA luncheon, the Sunshine Gardens ES talent show, and a Westborough MS safety meeting. At the Genentech Spring Forum yesterday and today, she learned about advances in gene therapies, work on treatments for peanut allergies, and heard from a patient ambassador being treated with medication for her muscular dystrophy. Trustee Richardson said they also spoke about sustainability and the importance of realizing how the environment affects people's health.

Trustee Murray reported she had previously served as a PTA President at two District schools. She also attended the PTA luncheon and participated in Sunshine Gardens ES and ECHS site visits. She congratulated all the new high school leaders for next year and looks forward to having Jamie Wong and Josephine Hersana serving as Student Trustees on the Board next year.

Vice President Anthony also attended the Sunshine Gardens ES talent show. "All of our performers were amazing and I want to give a special shout out to my third grade friend who wrote a song about Doritos."

President Lujan wished everyone a Happy Pi Day. She encouraged students to make sure they get their assignments in since the quarter ends tomorrow.

ADJOURNMENT - 9:17 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Kevin Asbra, Principal, South San Francisco High School

DATE: April 11, 2024

RE: Approval of Permission for SSFHS Students to Travel to the State History Day Competition in Sacramento, CA, on April 20-21, 2024.

BACKGROUND:

The purpose of this field trip is to give students the opportunity to compete in the California State History Day Competition at CSU Sacramento in Sacramento, CA. The overnight event and competition will be held Saturday, April 20, and Sunday, April 21, 2024.

The County competition will take place on April 20, 2024. Up to 25 students will be competing in a variety of categories. If they qualify, they will participate at the State level. Students will be transported in school vans, as well as teacher and parent transportation. Two certificated teachers, Ms. Rhonda Clements and Ms. Kimberly Chin will chaperone; chaperone/parents have been Live Scanned and HR cleared.

FISCAL IMPLICATIONS:

The estimated cost of the trip with approximately 25 students attending is \$6,070. This includes registration fees, lodging, transportation, staff stipends, and per diem food costs. Students will be responsible for all food and beverage costs. Students, staff, and parent chaperones will stay at the Embassy Suites, 100 Capital Mall, Sacramento, CA. 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 SSFHS students to compete at the State National History Day Competition in Sacramento, CA, on April 20-21, 2024.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

James Briano, Principal, El Camino High School

DATE: April 11, 2024

RE: Approval of Permission for an El Camino High School Swim Team
Student to Participate in the High School Swim Team State Finals
Competition in Fresno, CA, on May 9-11, 2024.

BACKGROUND:

The purpose of this trip is for students to participate in the High School Swim Team State Finals Competition, which is being held at Clovis High School in Fresno, CA, on May 9-11, 2024. ECHS has one male student that qualified to enter this competition. Jeff Vitalie will chaperone the meet and the student's mother, Ms. Phan, will chaperone and drive her son.

FISCAL IMPLICATIONS:

The ECHS ASB Athletics will pay for tournament fees and the overnight stipend. The chaperone, student, and his mother will stay at the Springhill Suites, 6844 N. Fresno, St, Fresno, CA. 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 ECHS swim participant to travel to Fresno, CA on May 9-11, 2024 to compete in the State Finals Competition.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Angelica Garduno-Fletes, Principal, Spruce Elementary School

DATE: April 11, 2024

RE: Approval of Permission for the Spruce ES Principal to Attend the ACSA Summer Leadership Institute in San Diego, CA, on June 24 – 28, 2024.

BACKGROUND:

The purpose of this 5-day Intensive Summer Leadership Institute is designed for experienced and new principals. They will hear from recognized speakers and participate in facilitated groups. It will provide the opportunity to meet in a stimulating and supportive setting to examine how to apply the information in their day-to-day work.

These events are designed to provide opportunities to focus and improve leadership skills. Learning activities deepen exchange and learning around the leadership challenges.

FISCAL IMPLICATIONS:

Estimated total cost of \$3,816, will include the following:

- Registration \$2,100
- Airfare \$ 500
- Hotel approx. \$229 per night x 4 nights = \$916
- Food approx. \$75 per day x 4 days = \$300

The cost of the trip will be covered by the ELO Grant site funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for Spruce ES Principal Angelica Garduno-Fletes to attend the ACSA Summer Leadership Institute in San Diego, CA, on June 24-28, 2024.



ATTENTION:

Due to personal information requirements and consent agreements, the person attending the Institute **MUST** register themselves.

Clicking "Register Now" above will take you to an ACSA log-in site. Members and non-members will need to log in before registering for the Institute. If you are a non-member and you do not have an ACSA non-member account you will be prompted to create one. These steps **MUST** be done before you can register. Once your registration is complete you will receive a statement of fees that you can forward to the person creating your purchase order.

NEW LOCATION FOR 2024 - University of California San Diego (UCSD)



Join us for a 5 day Intensive Summer Leadership Institute for experienced, new and aspiring Principals. Hear from nationally-recognized speakers and share in facilitated small groups how you can apply the knowledge in your schools and communities. Learn how these experts suggest we look at re-imagining schools and learning for the future.



Our summer programs provide opportunities for principals and aspiring principals to meet in a stimulating and supportive setting to examine crucial school reform topics applicable to their work.

Each program is designed to provoke and ultimately foster a life commitment to the calling of teaching and learning. These events are designed to provide participants opportunities to focus their resolve for better practice and improve leadership skills. The programs offer practitioners invaluable days of study reflection and discourse with experts and school leaders who represent the best throughout the educational spectrum.



An outstanding faculty has been assembled for each program. Moreover, participants will represent diverse education settings from throughout the state and are practitioners who have much to share and much to gain. Formal and informal learning activities deepen exchange and learning around the leadership challenges confronting today's school leaders. These interactions will enable participants to extend their learning and their support network far beyond the boundaries of these programs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Kevin Asbra, Principal, South San Francisco High School

DATE: April 11, 2024

RE: Approval for SSFHS to Hire a Professional Consultant to Offer Ballet Folklórico Dance Workshops for Students on Campus on May 13-17, 2024.

BACKGROUND:

SSFHS has a very thriving dance class, Ballet Folklórico, with Artistic Director Martin Cruz. Mr. Cruz would like to invite Professor Israel Aviles, Director of the Ballet Folklórico Atl-Tecuilli-Ko from Atotonilco El Alto, Jalisco, Mexico, an expert and professional artist in the field of folkloric dances, as a special guest artist. Mr. Aviles will give lectures and workshops at the Beginner, Intermediate and Advanced levels. These workshops will take place on Monday, May 13-Friday, May 17, 2024, during each class period.

With these workshops, all Folklórico Dance students will benefit from learning a wide variety of steps, routines, and choreographies, as well as the background of different dances from the states of Hidalgo, Puebla, and special style, dances from the Porfirian era.

As a result of these workshops, the folkloric dance program at SSFHS will strengthen and increase its already extensive repertoire of dances.

FISCAL IMPLICATIONS:

The financial expenses to invite Professor Israel Aviles, will be covered by the CTEIG grant, which will include transportation, hotel, food. and compensation. The estimated cost is \$3,812.00.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve hiring Professor Israel Aviles, Director of the Ballet Folklórico Atl-Tecuilli-Ko from Mexico, to provide his professional consultant workshops for SSFHS students the week of May 13-17, 2024.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

RESIGNATION

Meeker, Gavin, a teacher at South San Francisco High School effective June 1, 2024

Markham, Lauren, a teacher at Spruce Elementary School effective May 31, 2024

RETIREMENT

Asbra, Kevin, a Principal at South San Francisco High School effective June 28, 2024

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: April 11, 2024

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of March 2024.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

**TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT –
ACCEPTANCE OF GIFTS FOR MARCH 2024.**

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

\$746.39 from Sondra Carter of SchoolStore.com to Martin Elementary School in support of student and staff needs.

\$15,000 from the Junipero Serra PTA to Junipero Serra Elementary School for the purchase of 12 TVs and mounts.

\$200 from Stephen Kwong to Monte Verde Elementary School in support of student and school needs, for use under the principal's discretion.

\$300 – 2 \$150 checks from Pauline Rosales via PG&E to Monte Verde Elementary School in support of student and school needs, for use under the principal's discretion.

\$80 from James Briano to El Camino High School in support of the Class of 2025 activities.

\$300 – Non-monetary donation of 6 previously worn prom dresses valued roughly at \$300 from Sylvia Naranjo to South San Francisco High School in support of student needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 11, 2024

RE: Acceptance of 2023-24 Fundraisers

BACKGROUND:

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

The following fundraisers are being submitted for approval:

El Camino High School

Class of 2025 Boutonniere Sale – Selling boutonnières to raise money for prom. Commencing April 15, 2024.

South San Francisco High School

ASB Build Your Own Bouquet – Students will have the opportunity to build a bouquet during lunch. Commencing April 24, 2024.

Dippin' Dots Fundraiser – Selling ice cream to the student body. Commencing throughout the month of April 2024.

AVID Nintendo Switch Tournament – Holding a video game tournament during lunch and Flex. AVID will charge a \$5 fee for each player. Commencing April 30, 2024 through May 3, 2024.

Culture & Community Graduation Leis Sale – Commencing April 2024 through May 2024.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 11, 2024

RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

\$18,000	PQBids Inc. – Providing screening services for the implementing and managing of the District's Prequalification Process for Prime Contractors and Mechanical, Electrical, Plumbing Subcontractors Pursuant to Public Contract Code Sections 20111.5 and 20111.6. The contract is for 1-year renewal.
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District Office – Ed Services

\$7,000	Mind by Designs, Inc. – Providing academic, intellectual, social, behavioral, adaptive, and speech language assessments and evaluations for the Sp Ed Dept. Assessment and evaluation reports are to be submitted to the DO for review and subsequent planning of academic improvements. Commencing April 2024 through June 2024.
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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: J. Marwan Hannon, Assistant Superintendent, Human Resources and Student Services

DATE: April 11, 2024

RE: Quarterly Report on Williams Uniform Complaints – January 1, 2024 through March 31, 2024

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.

One complaint in regard to facilities was filed in the South San Francisco Unified School District during this quarter. Human Resources and Facilities investigated the facilities complaint for Parkway Heights MS. On March 19, 2024 Human Resources sent the employee a letter stating the matter has "...not revealed the existence of a current condition which poses an emergency or urgent threat to the health and safety of pupils or staff while at school. Nevertheless, the District is...implementing measure intended to address your concerns." and the issue was resolved (see attached letter).

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

For information only.



Excellence and Equity in Education

Quarterly Report – *Williams* Uniform Complaints
[Education Code § 35186]

District: South San Francisco Unified School District

Name & Title of Preparer: J. Marwan Hannon, Assistant Superintendent, Human Resources

Quarter Reported: (check one)
☐ 1st Quarter: July 2023 through September 2023 – Due October 2023
☐ 2nd Quarter: October 2023 through December 2023 – Due January 2024
☒ 3rd Quarter: January 2024 through March 2024 – Due April 2024
☐ 4th Quarter: April 2024 through June 2024 – Due July 2024

Date for information to be reported publicly at governing board meeting: 04/11/2024

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 will be submitted along with this report.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks	0	0	0
Facility Conditions	1	1	0
Teacher Vacancy or Misassignment	0	0	0
TOTAL	1	1	0

SHAWNTERRA MOORE

Name & Signature of Superintendent

Date: 04/11/2024

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.

WILLIAMS COMPLAINT FORM

(Uniform Complaint Procedures for California Education Code Section 35186 Complaints)

Anyone may use this form to file a complaint regarding one or more of the following problems: (1) insufficient instructional materials; (2) an unsafe or unhealthy school facility condition; (3) a teacher vacancy or misassignment, and/or (4) a restroom that is closed, not fully operational, or not cleaned, maintained, or stocked regularly. After completing this form, file it with the School Principal. If the Principal does not have sufficient authority to fix the problem, he or she will forward this form to the appropriate school district official for resolution.

► Do you want to receive a written response describing how the problem was fixed?

☒ Yes, I request a written response.

Name: Kevina M. Gallagher Address: _____
City, State, and Zip Code: _____ Phone Number (optional): _____

☐ No, I do not request a written response. I am filing this complaint anonymously.

► I request immediate action to correct the following problem(s): Please check all that apply and provide supporting details (attach additional pages if needed).

I. Textbooks and Instructional Materials:

- ☐ A student does not have required textbooks or instructional materials to use in class.
- ☐ A student does not have textbooks or instructional materials to use at home or after school.
- ☐ Textbooks or instructional materials are in poor or unusable condition, are missing pages, or are unreadable due to damage.
- ☐ Because of a shortage of textbooks or materials, a student was given photocopied sheets from only a portion of a textbook or instructional materials.

Description of the problem: include (1) the names of the textbook(s)/materials that are missing or damaged, (2) the course/grade level and (3) the teacher's name. _____

II. Teacher Vacancy or Misassignment:

- ☐ A class has not been assigned a permanent teacher within the first 20 working days of the semester.
- ☐ A teacher is assigned to teach a class for which the teacher lacks the appropriate subject matter credential or authorization.
- ☐ A teacher is assigned to teach a class in which more than 20% of the students are English learners and the teacher lacks the proper credentials or training to teach English learners.

Description of the problem: include (1) the course or grade level and (2) the teacher's full name. _____

III. School Building and Facility Conditions:

- ☒ A school building, building system, or part of the school grounds is in a condition that poses a threat to the health and safety of students, teachers, or school employees (for example, the heating, ventilation, fire sprinkler, or AC system doesn't work; the school is infested with rats or other pests; windows are broken or exterior gates will not lock and pose a security risk; or a damaged building or structure creates a potential health or safety hazard).

Description of the problem: include (1) the condition, (2) where it is located, and (3) how it poses a threat to health or safety.

My office is also a storage space used to accumulate desks, chairs, room dividers, cases for musical instruments, tables, and bookcases. Some of these items are

IV. Restrooms:

- ☐ A restroom is not fully operational, maintained and cleaned regularly, and stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- ☐ The school is not keeping all restrooms open during school hours when pupils are not in classes.
- ☐ The school is not keeping a sufficient number of restrooms open during school hours when pupils are in classes.

Description of the problem: include location of the restroom. _____

► **IMPORTANT:** I am mailing / hand-delivering (circle one) this form on 1-26-2024 (date) to

Principal Ms. Nguyen (name) at Paradise Heights Middle School (school name & address).

Please make and keep a copy of this completed form for your records.

For more information, visit www.decentschools.org or call toll-free 1-877-532-2533. Form updated Feb. 25, 2008.

April 11, 2024

→ Cont
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Cont.

precariously placed. Some of these items are a safety hazard for me and my students. The area used for storage is also in need of cleaning due to accumulation of dead insects and feces. This is a classroom lacking cross ventilation. This accumulation is detrimental to my health and that of my students.

Friday, January 24, 2024



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

398 B St. South San Francisco, CA 94080

(650) 877-8700

www.ssfusd.org

Dr. Shawnterra Moore, Superintendent

March 19, 2024

VIA DISTRICT EMAIL & REGULAR U.S. MAIL

Kevina Gallagher
Parkway Heights Middle School
650 Sunset Avenue
South San Francisco, CA 94080
kgallagher@ssfusd.org

Re: District Report of Investigation and Findings on Williams Act Complaint

Dear Kevina Gallagher:

Thank you for taking the time to share your concerns about the Parkway Heights Middle School site. We take all complaints seriously and endeavor to investigate and be as responsive as possible. To that end, this letter constitutes the South San Francisco Unified School District's ("District") response to your formal Williams Act complaint ("Complaint") received on January 26, 2024, and provides our findings, results, and actions, pursuant to Education Code section 35186, Title 5 of the California Code of Regulations section 4680 et seq., and the District's Administrative Regulation ("AR") 1312.4, below.

Allegations

In your Complaint, you allege that a facility condition at Parkway Heights Middle School poses a threat to the health or safety of pupils or staff. Your verbatim written report is as follows: *"My office is also a storage space used to accumulate desks, chairs, room dividers, cases for musical instruments, tables, and bookcases. Some of these items are precariously placed. Some of these items are a safety hazard for me and my students. The area used for storage is also in need of cleaning due to accumulation of dead insects and feces. This is a classroom lacking cross ventilation. This accumulation is detrimental to my health and that of my students."*

Investigatory Findings and Conclusions of Law

As an initial matter, a Williams Complaint may only be filed regarding the following matters:

April 11, 2024

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1. Deficiencies in textbooks and instructional materials;
2. Teacher vacancies or misassignments;
3. Emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff; and/or
4. Intensive instruction and services provided to students who have not passed one or both parts of the high school exit examination after the completion of 12th grade. (Ed. Code § 35186.)

Accordingly, we investigated whether the reported issues constituted an “emergency or urgent facilities condition” that posed a threat to the health or safety of pupils or staff members within the meaning of the law. Specifically, as set forth in Education Code section 17592.72(c)(1)(A), emergency or urgent threats to the health and safety of students and staff include:

- Gas leaks
- Non-functioning heating, ventilation, fire sprinklers, or air-conditioning systems
- Electrical power failure
- Major sewer line stoppage
- Major pest or vermin infestation
- Broken windows or exterior doors or gates that will not lock and that pose a security risk
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff
- Structural damage creating a hazardous or uninhabitable condition

Please note that the District's obligation to respond and remedy a Williams Complaint are not without limitations. Specifically, Education Code section 35186 merely requires school districts to make "reasonable efforts to investigate" problems within the authority of the principal or the designee of the district superintendent, and thereafter, to remedy only "valid complaints" within a reasonable time period not to exceed 30 working days. (Ed. Code § 35186).

The District’s investigation included a careful inspection of your classroom (Room 31), and its related ducting, installed in the area. The District’s Heating, Ventilation, and Air Conditioning (HVAC) Specialist verified that the HVAC unit in Room 31 is functioning properly as designed. The furnace/fan unit is activated by a manual timer on the wall and controlled by a mechanical thermostat with a fan switch. The unit cycles outside air from the roof where the fan is located. Accordingly, the District’s investigation did not reveal the existence of a condition rising to the level of a qualifying emergency or urgent facilities condition with respect to the HVAC unit in Room 31.

The District’s investigation further revealed that there were boxes, furniture, and miscellaneous items improperly stored in Room 31. The District’s custodial services team

was deployed on the weekend of January 27-28, 2024 to remedy the storage issue by cleaning and reorganizing the boxes, furniture, and miscellaneous items in accordance with Cal/OSHA standards (Title 8, C.C.R. § 3241).

Disposition of Complaint

As stated above, the District's investigation has not revealed the existence of a current condition which poses an emergency or urgent threat to the health and safety of pupils or staff while at school. Nevertheless, the District has fully investigated your Complaint in good faith and is implementing measures intended to address your concerns.

Please be assured that the District is committed to ensuring that its facilities are clean and maintained regularly, and to provide students and staff with a safe and healthy environment. The District will continue to monitor and respond swiftly if any facility concerns that arise in the future. As such, the District considers the Complaint to have been addressed and resolved.

Appeal Rights

If you are not satisfied with the resolution of this Complaint, you have the right to "describe your complaint" to the District's Governing Board at a regularly scheduled Board meeting. (Ed. Code § 35186; 5 C.C.R. § 4686.) You also have the right to file an appeal to the California Superintendent of Public Instruction within 15 days of receiving this letter. (Ed. Code § 35186; 5 C.C.R. § 4687.)

Thank you for expressing your concerns regarding the facilities conditions at Parkway Heights Middle School. If you have any questions, please feel free to contact me.

Respectfully,



J. Marwan Hannon
Assistant Superintendent of Human Resources
South San Francisco Unified School District

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #24-12

EARTH DAY, APRIL 22, 2024

WHEREAS, Environmental groups have sought to make Earth Day a day of action to change human behavior, prompt policy changes, initiate environmental reform, promote ecology and the respect for life on the planet as well as to encourage awareness of the growing problems of air, water and soil pollution; and

WHEREAS, the first Earth Day celebration was held on April 22, 1970; and

*WHEREAS, this year's theme is: "**Planet vs. Plastics**", which advocates for widespread awareness on the health risk of plastics, and encourages individuals, businesses, and governments to take actions such as eliminating single-use plastics, saying no to straws, plastic bags, utensils, and water bottles; and*

WHEREAS, according to EarthDay.org, "Gen Z is providing inspiration, with 45% having stopped purchasing certain brands because of ethical or sustainability concerns."; and

WHEREAS, schools have the potential to create positive, and substantial environmental change in the world while teaching students to be stewards of their communities, the earth, and its resources; and

WHEREAS, ECHS's Ecology Club serves "To educate students on the importance of the environment by focusing on conservation of the unique ecosystems of El Camino High School, the Bay Area, and California."; and

WHEREAS, SSFHS's Earth Club has created an outdoor learning space with gardens, manages the school's recycling program, participates in the annual clean-ups, and lobbies lawmakers to support NGOs to fight climate change; and

WHEREAS, District staff and several SSFUSD schools are focused on efforts to beautify campuses with gardening projects, recycling efforts, and waste management; and

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes the efforts to continue a global movement which embraces nature and its values, to adopt measures which increase conservation and sustainability, and to nurture a respect for the environment in all students, during Earth Day 2024.

REGULARLY PASSED AND ADOPTED this 11th day of April 2024.

AYES in Favor of Said Resolution

ATTEST:

Secretary/Clerk of the Board

Superintendent of Schools

April 11, 2024

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs
Sabrina Yacoub, Director of Special Education

DATE: April 11, 2024

RE: Approval to Update Non-Public Schools (NPS) Allocations and to Approve the MOU with Fred Finch, NPS

BACKGROUND

On June 22, 2023, the Board of Trustees approved the following NPS placements. The last row lists the anticipated number of students to be placed.

Non-Public School	Cost / Student	# of Students Served	Estimated Total Cost for 23-24
Achieve Kids NPS	\$133,000	2	\$266,000
Arise NPS	\$115,000	2	\$230,000
Avalon NPS	\$150,000	3	\$450,000
Seneca Pathfinder	\$135,000	1	\$135,000
Spectrum NPS	\$123,000	9	\$1,107,000
Wings NPS	\$110,000	1	\$110,000
Weingarten NPS	\$150,000	1	\$150,000
SMCOE	\$97,000	5	\$485,000
SCCOE - Oster Elementary	\$135,000	1	\$135,000
Students currently in process of NPS Placement	\$130,000	9	\$1,170,000
Total # of students served & Total Cost for Contracted Non-Public Agency Services		34	\$4,238,000

This memo updates the above allocations and seeks approval to adopt the attached MOU with Fred Finch, a NPS in Oakland, CA, where we have a new student placement. Currently, our SELPA does not have an MOU with this NPS, requiring that we put one in place to meet a student's unique Special Education needs.

Non-Public School	Cost / Student	# of Students Served	Estimated Total Cost for 23-24
Achieve Kids NPS	\$133,000	3 *plus 1 since 06/2024	\$396,000
Arise NPS	\$115,000	2	\$230,000
Avalon NPS	\$150,000	3	\$450,000
Beacon	\$130,000	2 new	\$260,000
Fred Finch	\$130,000	1 new	\$130,000
Seneca Pathfinder	\$135,000	1	\$135,000
Spectrum NPS	\$123,000	10 *plus 1 since 06/2024	\$1,237,000
Wings NPS	\$110,000	1	\$110,000
Weingarten NPS	\$150,000	1	\$150,000
SMCOE	\$97,000	5	\$485,000
SCCOE - Oster Elementary	\$135,000	1	\$135,000
Students currently in process of NPS Placement	\$130,000	9 approved in June 5 placed since June 4 spots remaining	\$520,000
Total # of students served & Total Cost for Contracted Non-Public Agency Services		34	\$4,238,000

FISCAL IMPLICATIONS:

None, net zero cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve changes to NPS allocated placements, as well as approve the MOU with Fred Finch, in order to fulfill Individualized Education Plan (IEP) service agreements.

NONPUBLIC, NONSECTARIAN

SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2023-2024

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

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2023-2024

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

Local Education Agency: South San Francisco Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Fred Finch

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on February 1, 2024, between South San Francisco Unified School District, hereinafter referred to as the SSFUSD on behalf of the local educational agency (“LEA”), and Fred Finch (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

April 11, 2024

A current copy of CONTRACTOR's licenses and NPS/NPA certifications, or a valid waiver of such certification issued by the CDE pursuant to Education Code section 56366.2, must be submitted to the SSFUSD on or before the date the Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and as stated in Section 24 of the Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify the LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract shall be null and void.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA 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 LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA 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 LEA may report to the CDE any violations of the provisions of this Master Contract; 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).

1. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from February 1, 2024 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

2. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures, which are incorporated herein by this reference, and each Individual Service Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal April 11, 2024 such information shall include copies of current teacher credentials and clearance, insurance

documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such a ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

3. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Master Contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students. Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law. Unless otherwise specified in Section 61 related to Emergency Closures in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/ISA, unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and Title 5 of the California Code of Regulations, section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the

ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to students as a result of lack of provision of services while the student was served by the NPS or NPA and for which the CONTRACTOR was paid under the ISA. The LEA is responsible for ensuring that compensatory service hours awarded to the student are provided, whether by CONTRACTOR or by LEA providers. For services not included in prior paid invoices, payment for compensatory service hours will be agreed upon by CONTRACTOR and LEA and will be based upon the attached Rate Schedule.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the Office of Administrative Hearings, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be directed to the Director of Special Education and/or may be appealed to the LEA Superintendent, the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

1. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract unless otherwise specified in this Contract.

c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001(r)).

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. “Parent” means:

1. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
2. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
3. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
4. a surrogate parent,
5. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term “days” means calendar days unless otherwise specified.

h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

k. The term “LEA” means every LEA receiving services from CONTRACTOR pursuant to the terms of this Master Contract.

2. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

3. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall

include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by- laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA shall have access to and receive copies of any and all records upon request within five (5) business days.

4. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

5. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

6. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Agreement and all legal actions.

regarding the Agreement shall be within the venue of the San Mateo County Superior Court, in San Mateo County, California.

7. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

8. TERMINATION

This Master Contract or ISA may be terminated by either party for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public-school program at an IEP team meeting. To terminate the Contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). The contract can be terminated for any reason (not for cause) and may have a greater notice period (60-90 days) in the event of termination not for cause. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. In the event of termination, CONTRACTOR shall be paid for all work satisfactorily performed through the date of termination except where the LEA determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Master Contract and ISA.

9. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

C. Commercial Auto Liability Insurance for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations, and/or to provide service locations by the LEA, CONTRACTOR must comply with State of California auto

insurance requirements.

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or
(b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

A. Commercial General Liability including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of
\$1,000,000/\$1,000,000/\$1,000,000.

C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

D. Fidelity Bond or Crime Coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

E. Professional Liability/Errors & Omissions/Malpractice coverage with minimum limits of \$3,000,000 per occurrence

and \$6,000,000 general aggregate.

F. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

10. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold the LEA for whom services are provided pursuant to this Agreement, and their respective Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractor (LEA Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' Fees) resulting from or arising out of this Master Contract (including ISAs) or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors

(CONTRACTOR Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract (including ISAs) or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligence, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The indemnified Party will (i) give the indemnifying Party prompt written notice of any Claim; provided, however, that failure to provide such notice shall not relieve the indemnifying Party of

its liabilities or obligations hereunder, except solely to the extent of any material prejudice as a direct result of such failure; (ii) permit the indemnifying Party to select counsel (but with the indemnified Party's advice and input) and to control the defense and settlement of the Claim; provided, however, that the indemnifying Party may not settle any Claim or take any other action to the extent such settlement or other action would materially adversely impact the indemnified Party's rights, obligations or business operations without the indemnified Party's prior written consent. Further, the indemnified Party, at its own cost and expense, may participate in the defense of the Claim through counsel of its own choosing.

As a condition precedent to the indemnification obligations set forth in this section, the party seeking indemnification is required to provide written notice to the other party as soon as reasonably practicable, but in no event later than ten (10) business days following the date that the party seeking indemnification knew or should reasonably have known about such liability or potentially liability.

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

11. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or

damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

12. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

13. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition fee "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the

admitted school year from the LEA through due process proceedings.

14. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

1. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

2. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. No services will be provided by the CONTRACTOR outside the CONTRACTOR's Certification unless otherwise agreed to in writing by the LEA.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the LEA prior to the effective date of this Master Contract.

specific list of the course requirements to be satisfied by the LEA's students who are served by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR and LEA shall collaborate to ensure an approved course of study is included on all appropriate IEPs and Individual Transition Plans. The placing LEA shall accept approved course of study for consideration of awarding an LEA Diploma or Certificate of Completion. CONTRACTOR may provide a certificate of attendance or other ceremonial document at the end of a placement, but Certificate of Completion, Diploma or official documentation shall be issued by the LEA as per education code.

When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written behavior plan that specifies the nature of its behavior support services for each student within thirty (30) days of enrollment, or as determined by the IEP team as appropriate, and shall provide the BIP in writing to the LEA.

School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized in writing by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided that a guardian or caregiver must have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention specialist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

3. INSTRUCTIONAL MINUTES

When the CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be consistent with the total number of instructional minutes established for LEA schools at like grade levels, unless otherwise specified within the student's IEP/IFSP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of breakfast, recess, lunch and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP/IFSP or ISA, the minimum instructional minutes shall be consistent with minimum standards as specified in Education Code, and in no case will be less than the amount as specified in the IEP/IFSP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When a CONTRACTOR is an NPA and/or related services provider, the total number of minutes per school day provided by the CONTRACTOR shall be specified in the LEA pupil's ISA developed in accordance with the LEA pupil's IEP/IFSP.

Any CONTRACTOR who is providing any instructional minutes pursuant to an ISA is required to inform the LEA if the CONTRACTOR is providing the student with any additional instructional minutes (outside of the ISA) paid for by any other source.

4. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one day

period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

5. CALENDARS

The CONTRACTOR shall submit to the LEA a school calendar for the CONTRACTOR with each student ISA. The calendar shall indicate the total number of billable days not less than 180 regular school year days, plus extended school year (ESY) billable days equivalent to the number of days determined by the IEP/IFSP team. Determination of the number of school days, plus extended school year is made by the IEP team. A student shall only be eligible for extended school year services if such are recommended by the IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of not less than twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Days of extended school year in excess of twenty (20) billable days must be mutually agreed to as part of the IEP, prior to the start of the extended school year.

Unless otherwise stated in the Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar, or required by the IEP for each LEA student. CONTRACTOR will adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students' IEP and/or ISA, educational services shall occur at the school site. Any instructional days provided outside the approved school or service calendar without written agreement shall be at the sole financial responsibility of the CONTRACTOR.

Students must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment, unless otherwise outlined in Section 60 Emergency Closures. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR will observe legal holidays on the same days as LEA and will observe the same number of legal holidays as the LEA. Those legal holidays include Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR is closed in observance of any of the holidays observed by an LEA may include Martin Luther King, Jr. Day, Cesar Chavez Day, or other days as identified by the LEA adopted calendar. Submission of a calendar by the CONTRACTOR shall serve to inform LEA of any holiday observed by the LEA on which the CONTRACTOR intends to remain open and to provide service to students.

When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a LEA-developed and approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA- developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the student's IEP and ISA. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days/services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

6. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR understands and agrees that the California Department of Education ("CDE") will be monitoring the services provided to students, through the collection of data, including service logs, and that the LEA is obligated to provide CDE with such requested data collection. CONTRACTOR shall agree to provide data related to all sections of this contract, including data regarding the provision of services, showing the service provider name, title, email, and phone for each service provided pursuant to the student's IEP, and including student discipline as noted below, and requested by and in the format required by the LEA.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

7. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

8. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress

("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

9. MANDATED ATTENDANCE AT LEA MEETINGS

Provided said meetings are relevant to CONTRACTOR's services, CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s) and CONTRACTOR shall not bill the LEA for such attendance. Attendance may be in person or by electronic means at the mutual agreement of the parties.

10. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code.

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States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA per Ed Code 56521.1(f) immediately. CONTRACTOR shall notify immediately via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

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CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

11. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

Updated information on changes to the Education Code shall be shared between parties to this contract For implementation when such changes occur. Consistent with this Agreement, updates to agreements made due to changes to education code shall be implemented in a timely manner.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

12. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public-school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the

student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR, or the

LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

13. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1- 300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

14. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

15. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

16. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress

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over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

17. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

18. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

19. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

20. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

21. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

22. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 et seq., and 49550, et seq. LEA shall determine student eligibility of qualification under the State Meal Mandate and notify the Contractor of current student eligibility upon placement or subsequent determination of student eligibility qualification upon parent/guardian submission of any required application documentation to the LEA. LEA will collaborate with CONTRACTOR to ensure that any pupil eligible under the State Meal Mandate is provided with access to appropriate meals and will consider reasonable costs for ensuring such participation.

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23. MONITORING

When CONTRACTOR is an NPS, the LEA or San Mateo County SELPA, of which this LEA is part of, shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe

the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

24. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the State Superintendent. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background

clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

25. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

26. CALSTRS/PERS REPORTING REQUIREMENTS

CONTRACTOR understands that any employee of the CONTRACTOR who is also a prior participant in the State Teachers Retirement System/Public Employees Retirement System (STRS/PERS), including

retiree(s), agent(s), officer(s) or employee(s) have a responsibility to report all monies paid under this agreement to public agencies as required by law. CONTRACTOR acknowledges that the LEA is required to report all monies paid

under this agreement to the county office of education or other public agencies as required. CONTRACTOR will inform employees:

A) CONTRACTOR must notify agent(s), officer(s) or employee(s) of the requirement to report the individual's earnings to STRS/PERS as required by law or regulation.

B) LEA is not liable for individual penalties if CONTRACTOR's agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

27. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the LEA. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

28. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

29. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession

as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver shall be an employee or volunteer associated with the NPS/NPA service provider. All parents and/or

concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

30. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

31. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

32. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements.

CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

33. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

34. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional

ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

35. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

36. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

37. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five

(5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond September 30th after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. The LEA will pay mileage for CONTRACTOR employees. Contractor must submit a bill to the LEA within sixty (60) days from the date of service. If a bill is submitted after sixty (60) days, the LEA will not be responsible for payment of the bill. If the LEA fails to comply, the nonpublic, nonsectarian school/agency may require the LEA to pay an additional amount of 1 1/2 percent (1.5%) of the unpaid balance per month until full payment is made. EC.56366.5

38. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the Superintendent of Schools so long as the Superintendent of Schools is not participating in the San Mateo County Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

39. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

40. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NON-PUBLIC SCHOOL No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative. CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate. LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time

extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

41. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, Public Health Order and/or federal, state or local Executive or Emergency Order:

- a. LEA Closure: If CONTRACTOR serves students appropriately as delineated in the ISA during a period where LEAs may be closed or unable to provide service, CONTRACTOR shall receive payment, regardless of whether a sending LEA is closed.
- b. CONTRACTOR Closure – Unless otherwise directed by federal, state or local Executive or Public Health Order, Law or other similar directive, if the LEA is able to obtain alternative placement/service for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR closure. If the LEA is unable to obtain an alternative placement/service, CONTRACTOR shall receive payment for services provided, such as via distance learning or virtual services, upon a submission of a description of those services by the CONTRACTOR and as agreed upon by the CONTRACTOR and LEA, until an alternative placement/service can be found.
- c. LEA and CONTRACTOR Closure- On days the LEA is funded via waiver or federal, state or local Executive Order, Law or other similar directive, CONTRACTOR shall receive payment for services provided, such as via distance learning or virtual services, upon submission of a description of those services by the CONTRACTOR, and as agreed upon by the CONTRACTOR and LEA. CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR closure if stated by the guidance, federal, state or local Executive Order Law or other similar directive.

If required, CONTRACTOR and LEA shall work collaboratively to determine the need for make-up days or service changes, including distance learning plans, and shall work together to amend IEP and ISAs as appropriate to reflect mandated changes. When an emergency closure is lifted, CONTRACTOR shall notify the LEA of any lost instructional minutes, if required under Executive Order, Law or other similar directive. To terminate the contract or ISA either party shall give twenty (20) days prior written notice as stated in section 14 of this Master Contract.

42. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus roster lists

specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non- paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

43. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

44. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

45. Data Breach

The Parties agree to maintain appropriate security protocols in the transfer or transmission of any confidential student data, including ensuring that data may only be viewed or accessed by parties who are legally permitted to do so. When CONTRACTOR knows or suspects that a Data Breach (as defined herein) has occurred that involves information that

is maintained by CONTRACTOR pursuant to this Agreement, CONTRACTOR must immediately notify the LEA as soon as possible but no later than 6 hours after discovery of the actual or suspected breach. “Data breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information (defined in California Civil Code section 1798.29) maintained by CONTRACTOR.

End of Page

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 14th day of February, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency

By: _____

Signature Date

Name and Title of Authorized Representative

LEA

South San Francisco Unified School District

By: _____

Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

Additional LEA Notification (Required if completed)

Name and Title
Address
City State Zip
Phone Fax
Email

EXHIBIT A: RATES

CONTRACTOR: (Name)
(NONPUBLIC SCHOOL OR AGENCY)

2023-2024
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed
If blank, the number shall be determined by CDE Certification.

Rate Schedule: This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

- A. Basic Education Program/Special Education Instruction Rate Period
 Basic Education Program/Dual Enrollment \$280.81 Daily
Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

* Parent transportation reimbursement rates are to be determined by the LEA.

** By Credentialed Special Education Teacher.

Item #		Service	Cost
1	a	Transportation - Round Trip	
	b	Transportation – One Way	
	c	Transportation – Dual Enrollment	
	d	Parent* or Public Transportation	
2	a	Educational Counseling – Individual	\$5.80/min
	b	Educational Counseling – Group of	
	c	Counseling – Parent	\$5.80/min
3	a	Adapted Physical Education – Individual	
	b	Adapted Physical Education – Group of _____	
	c	Adapted Physical Education – Group of _____	
4	a	Language and Speech Therapy – Individual	
	b	Language and Speech Therapy – Group of 2 or more	
	c	Language and Speech Therapy – Per diem	
	d	Language and Speech – Consultation Rate	
5	a	Additional Instructional Assistant – Individual <i>(must be authorized on IEP)</i>	
	b	Additional Instructional Assistant – Group of 2 or more	
6	a	Intensive Special Education Instruction**	
7	a	Occupational Therapy – Individual	

	b	Occupational Therapy – Group of 2 or more	
	c	Occupational Therapy – Consultation Rate	
9	a	Physical Therapy	
10	a	Behavior Intervention – BII	
	b	Behavior Intervention – BID	
	c	Behavior Intervention – BIS	
	d	Provided by: _____	
11	a	Nursing Resources	
12	a	Residential Board and Care	
13	a	Residential Mental Health Services	
14	a	Other (specify): _____	
15	a	Other (specify): _____	

EXHIBIT B: 2023-2024 ISA (sample document)**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name: _____ (Last) (First) (M.I.) DOB _____ Sex: ☐ M ☐ F Grade: _____

Address _____ City _____ State/Zip _____

Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____

Address _____ City _____ State/Zip _____
(If different from student)**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____**Estimated Number of Days** _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____B. **RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

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Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

Estimated Maxim Related Service Cost \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

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Action

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements ☐ Quarterly ☐ Monthly ☐ Other (specify: _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

South San Francisco Unified School District
(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

End of Page

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 11, 2024

RE: Adoption of OpenSciEd as Science Curriculum for Biology, Chemistry, and Physics

BACKGROUND

Our current District adoption for the core science pathway in SSFUSD (Biology, Chemistry, and Physics) predates the 2013 release of the [Next Generation Science Standards](#), and their subsequent adoption by the State of California and publication of the [California Science Framework](#) in 2016. Our science students, and their teachers, are in urgent need of a standards-aligned curriculum that supports the [instructional shifts](#) embedded in NGSS to prepare them for their future as science-literate citizens, and for potential careers in STEM. Educational Services recommends the adoption of the OpenSciEd curriculum for our high school Biology, Chemistry, and Physics courses. Additionally, Educational Services recommends supporting this adoption with a thoughtful implementation process that will include:

- Curriculum specific training for all teachers
- Ongoing professional learning around NGSS curriculum and classroom implementation, including, but not limited to:
 - Training on designing NGSS-aligned assessments
 - Support for how to facilitate classroom discussion
 - Support for how to help students work with models and modeling
- Sustained and supported collaboration, including release days

[OpenSciEd](#) is an open-source curriculum that was developed by a consortium of organizations and experts in the field of science education and the Next Generation Science Standards (NGSS). The OpenSciEd curriculum has gone through a rigorous testing and review process, which includes field testing in classrooms across the country, including our own, and vetting for alignment with

NGSS and the instructional shifts of NGSS through the [NextGenScience Peer Review Panel](#). As an open-source curriculum, OpenSciEd certified several [partner organizations](#) to provide implementation support for schools and districts, including teacher [professional learning](#), science lab materials kits, online learning platforms, and print materials.

FISCAL IMPLICATIONS:

To fully support the implementation of the OpenSciEd curriculum, we will need to provide substantial professional learning for teachers, time for collaboration, lab materials, and print materials or access to an online curriculum portal. For the first three years of implementation, we anticipate the following costs per year:

Implementation Year 1				
Professional Learning	Teachers' Time	Lab Materials	Print or Digital Materials	Total
\$75,000	\$100,000	\$100,000	\$70,000	\$345,000

Implementation Years 2-3				
Professional Learning	Teachers' Time	Lab Materials	Print or Digital Materials	Total
\$55,000	\$70,000	\$30,000	\$65,000	\$220,000

For subsequent years, when the professional learning and collaboration demands will be lower, we anticipate the following ongoing costs per year:

Implementation Years 4-10				
Professional Learning	Teachers' Time	Lab Materials	Print or Digital Materials	Total
\$25,000	\$20,000	\$30,000	\$65,000	\$140,000

EVIDENCE - RESEARCH - FFME:

Action Item	Sources and/or Supporting Research	Quote/MOU	Data (if available)	Experiences from other Districts	FFME approved (if applicable)

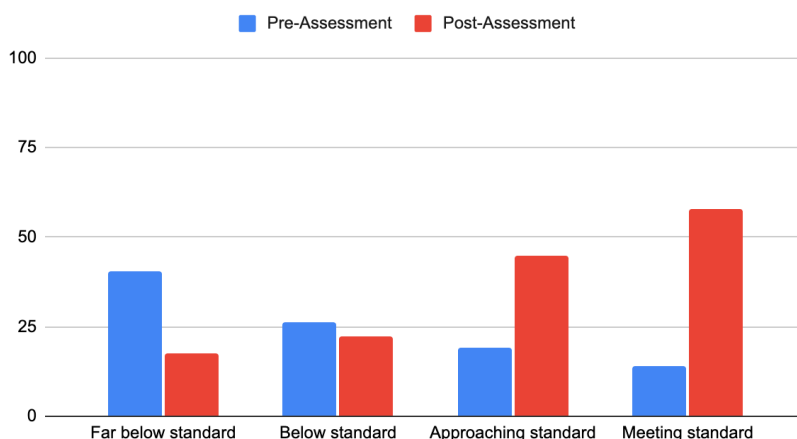
The high school science teacher leadership team, with input from Educational services, identified four priorities for consideration when adopting a new curriculum for high school science. These priorities include student learning outcomes, NGSS alignment, equity and access, and vertical alignment.

Student Learning Outcomes

The goal for any curriculum adoption is that the curriculum will help students learn the expected content and master the expected skills. Curricula aligned with NGSS are too new to have a robust set of published data supporting their efficacy. In lieu of published data, we collected our own. For each curriculum that we piloted, teachers had students complete a pre-assessment and aligned post-assessment to evaluate student learning. In all OpenSciEd pilot units, we saw student learning gains, with a significant shift of students towards mastery of the concepts and skills taught in the pilot unit. The graphs below compare pre- and post-assessment data for a sample assessment question from each course.

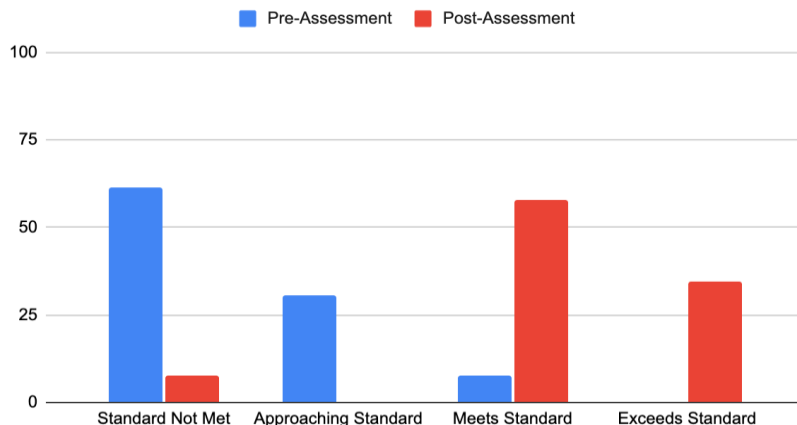
Biology

Question 2



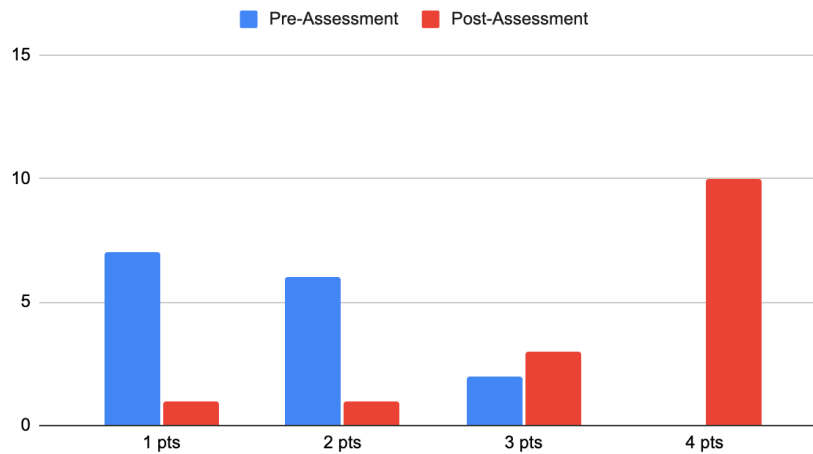
Chemistry

Free Response: Particle Diagram



Physics

Question B



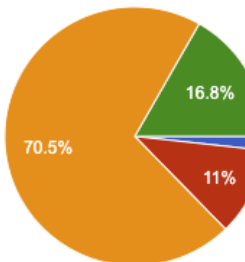
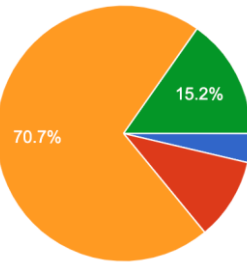
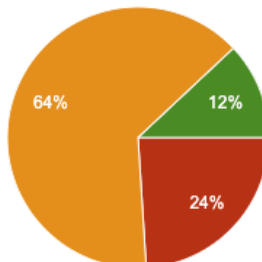
NGSS Alignment

The NGSS initiated a significant shift in what and how students should learn in a high school science class. As a result of the magnitude of these shifts, the available curricula vary significantly in their alignment with the standards and the instructional shifts that support student learning of the standards. Before selecting which curricula to pilot, we engaged in a rigorous process to evaluate the degree of NGSS alignment for each option under consideration. We used the prescreen and paper-screen rubrics that are part of the California NGSS Toolkit for Instructional Material Evaluation (CA NGSS TIME) to analyze a lesson and unit from the curricula under consideration. The prescreen tool helped determine if a curriculum met a minimum bar for further evaluation, which OpenSciEd did. After completing the more in-depth paper screen, OpenSciEd received the highest overall score compared to all curricula evaluated. The following table summarizes the scores of all the curricula we considered:

Curriculum	Paper Screen Score Range: 17-85	Prescreen Score Range: 4-12
OpenSciEd	72	10
Patterns	64	8
Model-Based Living Earth	60	11
NextGenScience Innovations	50	12
Houghton Mifflin Harcourt	49	11
STEMscopes	44	9
Savvas	41	9
Biozone	27	9

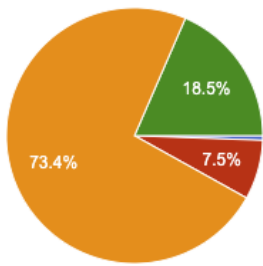
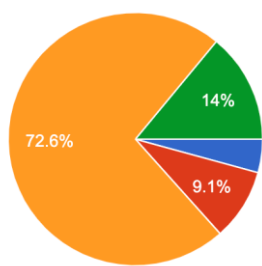
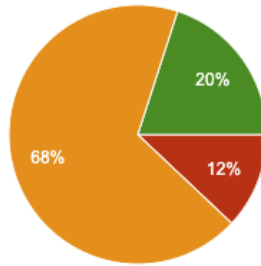
In addition to our internal vetting process, the OpenSciEd curriculum is going through a thorough review process for NGSS alignment with the NextGenScience Peer Review Panel (PRP) and EdReports. Every OpenSciEd high school unit reviewed to date has received the highest rating from the PRP. The full OpenSciEd high school curriculum has not yet been reviewed by EdReports, but their middle school curriculum is one of only two that meets expectations for NGSS science curriculum at the middle school level.

An important element of NGSS alignment is that student learning is driven by their desire to explain real-world phenomena or solve real-world problems. The vetting described above includes analysis of the extent to which OpenSciEd is phenomenon driven. We also sought input from students on how they experienced this aspect of the phenomenon. At the end of each pilot unit, we surveyed students and asked them questions about the real-world relevance of what they learned. For all OpenSciEd pilot units we found that a large majority of students could identify the real-world relevance of what they learned. The table below summarizes student responses for each OpenSciEd pilot unit.

	Biology	Chemistry	Physics																														
Question: I can explain how the lessons I learned in science class relate to the real world. Strongly Disagree Disagree Agree Strongly Agree	 <table><caption>Biology Student Responses</caption><thead><tr><th>Response</th><th>Percentage</th></tr></thead><tbody><tr><td>Strongly Disagree</td><td>1.7%</td></tr><tr><td>Disagree</td><td>11%</td></tr><tr><td>Agree</td><td>70.5%</td></tr><tr><td>Strongly Agree</td><td>16.8%</td></tr></tbody></table>	Response	Percentage	Strongly Disagree	1.7%	Disagree	11%	Agree	70.5%	Strongly Agree	16.8%	 <table><caption>Chemistry Student Responses</caption><thead><tr><th>Response</th><th>Percentage</th></tr></thead><tbody><tr><td>Strongly Disagree</td><td>3.1%</td></tr><tr><td>Disagree</td><td>11%</td></tr><tr><td>Agree</td><td>70.7%</td></tr><tr><td>Strongly Agree</td><td>15.2%</td></tr></tbody></table>	Response	Percentage	Strongly Disagree	3.1%	Disagree	11%	Agree	70.7%	Strongly Agree	15.2%	 <table><caption>Physics Student Responses</caption><thead><tr><th>Response</th><th>Percentage</th></tr></thead><tbody><tr><td>Strongly Disagree</td><td>0%</td></tr><tr><td>Disagree</td><td>24%</td></tr><tr><td>Agree</td><td>64%</td></tr><tr><td>Strongly Agree</td><td>12%</td></tr></tbody></table>	Response	Percentage	Strongly Disagree	0%	Disagree	24%	Agree	64%	Strongly Agree	12%
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Equity and Access

The national, state, and district visions for NGSS make it clear that all students need and deserve high quality science instruction, the foundation of which is high quality science instructional materials (curriculum). In order to achieve this, we need to ensure that students have the appropriate support and challenge required for them to learn and thrive in their science classes. The OpenSciEd curriculum was designed following the principles of Universal Design for Learning (UDL), an approach that ensures it meets the needs of all students. We verified that students were successful in learning through our unit assessments, described in the “student learning outcomes” section, and through our end-of-unit student surveys. The vast majority of students agreed that they were able to learn through the OpenSciEd pilot units. The table below summarizes student responses for each OpenSciEd pilot unit.

	Biology	Chemistry	Physics																														
Question: Thinking about the unit topics, I learned a lot from the videos, lessons, and activities that were presented in class. Strongly Disagree Disagree Agree Strongly Agree	 <table><caption>Biology Survey Data</caption><thead><tr><th>Response</th><th>Percentage</th></tr></thead><tbody><tr><td>Strongly Disagree</td><td>1.6%</td></tr><tr><td>Disagree</td><td>7.5%</td></tr><tr><td>Agree</td><td>73.4%</td></tr><tr><td>Strongly Agree</td><td>18.5%</td></tr></tbody></table>	Response	Percentage	Strongly Disagree	1.6%	Disagree	7.5%	Agree	73.4%	Strongly Agree	18.5%	 <table><caption>Chemistry Survey Data</caption><thead><tr><th>Response</th><th>Percentage</th></tr></thead><tbody><tr><td>Strongly Disagree</td><td>4.3%</td></tr><tr><td>Disagree</td><td>9.1%</td></tr><tr><td>Agree</td><td>72.6%</td></tr><tr><td>Strongly Agree</td><td>14%</td></tr></tbody></table>	Response	Percentage	Strongly Disagree	4.3%	Disagree	9.1%	Agree	72.6%	Strongly Agree	14%	 <table><caption>Physics Survey Data</caption><thead><tr><th>Response</th><th>Percentage</th></tr></thead><tbody><tr><td>Strongly Disagree</td><td>0%</td></tr><tr><td>Disagree</td><td>12%</td></tr><tr><td>Agree</td><td>68%</td></tr><tr><td>Strongly Agree</td><td>20%</td></tr></tbody></table>	Response	Percentage	Strongly Disagree	0%	Disagree	12%	Agree	68%	Strongly Agree	20%
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The assessment and student survey data show that we still have some work to do to ensure that we are supporting the science learning of all students. OpenSciEd provides an excellent foundation on which to build our capacity to support all students.

Vertical Alignment

We identified vertical alignment as a priority for three reasons:

- To ensure that all high school level NGSS standards are taught through the adopted curriculum.
- Students will learn more science when there are consistent approaches to learning across courses, so that students can focus on acquiring new content knowledge and skills, rather than learning new structures and strategies for learning.
- Teacher learning will accelerate if they can collaborate and learn with all teachers in their departments, regardless of which course they teach.

The other curricula we piloted did not offer three full years of NGSS aligned curriculum, so we were considering adopting different curricula for different classes. As a result, we identified a patchwork of standards coverage that left significant gaps. Adopting OpenSciEd for every course was the only way to ensure that every standard could be taught. OpenSciEd uses consistent instructional approaches and classroom routines across all three years of curriculum, which will enable a consistent learning experience for students as they move from one course to another over their time in high school. Additionally, because of the consistent approaches and routines in all OpenSciEd classes, science teachers will have plenty of opportunities to collaborate with and learn from each other, even if they are not teaching the same course.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopts the OpenSciEd curriculum for Biology, Chemistry, and Physics, and additionally recommends supporting this adoption with:

- Curriculum specific training for all teachers
 - Ongoing professional learning around NGSS curriculum and classroom implementation, including, but not limited to:
 - Training on designing NGSS-aligned assessments
 - Support for how to facilitate classroom discussion
 - Support for how to help students work with models and modeling
- Sustained, supported collaboration, including release days

<u>RESOLUTION NO.</u>	<u>NAME</u>	<u>POSITION</u>	<u>YEARS OF SERVICE</u>
Resolution No. 24-13	Cathie Alvarado	Teacher - Junipero Serra Elementary School	15 years, 9 months, 14 days
Resolution No. 24-14	Frances Avalos	Administrative Assistant - District Office	23 years, 7 months, 25 days
Resolution No. 24-15	Sandra Cardenas	Nutrition Services Assistant II - District Office	14 years, 3 months, 29 days
Resolution No. 24-16	Deborah Carlino	Teacher - Martin Elementary School	14 years, 11 months, 15 days
Resolution No. 24-17	Regina Ferris	Teacher - Parkway Heights Middle School	8 years, 9 months, 20 days
Resolution No. 24-18	Richard Foldenauer	Teacher - South San Francisco High School	11 months
Resolution No. 24-19	Becky Foley	Paraprofessional II - Parkway Heights Middle School	39 years, 29 days
Resolution No. 24-20	Christine Forsell	Teacher - South San Francisco High School	25 years, 11 months, 8 days
Resolution No. 24-21	Clare Gallagher	Teacher - Monte Verde Elementary School	28 years, 9 months, 1 day
Resolution No. 24-22	Rachelle Garret	Teacher - Adult Transition Program	4 years, 11 months
Resolution No. 24-23	Carolyn Glaser	Teacher - Monte Verde Elementary School	31 years, 4 months, 5 days
Resolution No. 24-24	Richard Gutierrez	Teacher - Alta Loma Middle School	20 years, 9 months, 5 days

Resolution No. 24-25	Linda Lam	Paraprofessional I - South San Francisco High School	4 years, 1 month, 16 days
Resolution No. 24-26	Judy Nazzal	Senior Office Assistant - Children's Center	23 years, 7 months, 23 days
Resolution No. 24-27	Bonnie Orendorff	Teacher - Monte Verde Elementary School	21 years, 9 months, 11 days
Resolution No. 24-28	Diana Rosales	Campus Security - Parkway Heights Middle School	25 years, 21 days
Resolution No. 24-29	Nancy Schoen Bogan	Library Media Technician - Westborough Middle School	19 years, 9 months, 24 days
Resolution No. 24-30	Zaida Sison	Paraprofessional I - Westborough Middle School	25 years, 7 months, 9 days
Resolution No. 24-31	Nancy Susoff Pon	Paraprofessional I - Westborough Middle School	13 years, 8 months, 10 days
Resolution No. 24-32	Margo Wenzell	Teacher - South San Francisco High School	16 years, 7 months, 22 days

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 24-33

California Day of the Teacher - May 8, 2024

National Day of the Teacher - May 7, 2024

WHEREAS, **Wednesday, May 8, 2024**, is designated as the ***Day of the Teacher*** with the theme ***California Educators: United for our Students***; and

WHEREAS, an educated citizenry serves as the foundation of our democracy; and

WHEREAS, today's teachers mold the minds and train the workforce of the future; and

WHEREAS, no other profession touches as many people with such a lasting effect; and

WHEREAS, good teaching grows in value and pays dividends far beyond the classroom; and

WHEREAS, excellence in our State begins with California Teachers; and

WHEREAS, California's teachers are among the best educated, most credentialed and hardest working educators in the country;

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees recognizes **May 8, 2024**, as ***Day of the Teacher***; and wishes to extend its sincere appreciation to the teachers in the South San Francisco Unified School District who, day in and day out, affect the lives of our students in limitless and lasting ways.

Regularly passed and adopted this 11th day of April 2024.

Ayes and in favor of said Resolution:

ATTEST:

Clerk of the Board

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services
Lori Shelton, Director of Bond Program

DATE: April 11, 2024

RE: Approval of Modification #1 to the Professional Services Agreement with Hamilton + Aitken Architects for Architectural Design Services for the El Camino High School Central Kitchen Project under the Measure T Bond Program

BACKGROUND:

The Central Kitchen facilities at ECHS are in need of significant upgrades in several areas in order to accommodate the increased demand for meals, including new breakfast programs, under the State's new mandated Universal Meals Program. Meals are prepared at this facility and distributed District-wide. There are a few code issues and health/safety issues with the current Central Kitchen facilities, which need to be addressed. In addition, the existing cafeteria serving areas are inadequate and poorly configured to meet the demands of the current food service program at the school.

On December 14, 2023, the Board of Trustees approved the professional services agreement for the ECHS Central Kitchen Project with Hamilton + Aitken Architects for architectural design and construction administration services. The project scope includes design development, preparing construction documents, regulatory review, bidding assistance, construction administration, deliverables, meetings, and project closeout for the Central Kitchen.

This agreement modification is for Hamilton + Aiken Architects to provide additional professional services for the required interim kitchen facility and emergency backup generator. It includes design development, construction documents, regulatory approval, bid assistance, construction administration, and project closeout for the interim kitchen facility and emergency backup generator. The interim kitchen facility allows the District to provide kitchen services while the existing Central Kitchen is out of service for renovation. The emergency backup

generator ensures uninterrupted operation of the Central Kitchen during power outages.

FISCAL IMPLICATIONS:

The total cost of the additional services is **\$165,151.00** (\$107,600.00 for the interim kitchen scope and \$57,551.00 for the emergency backup generator). This will be paid for through the Measure T Bond Program (Fund 21).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Modification #1 to the agreement with Hamilton + Aitken Architects for additional architectural design and construction administration services for the ECHS Central Kitchen Project in the amount of \$165,151.00.



5 March 2024
Revised 27 March 2024

Lori Shelton
Director of Bond Program
South San Francisco USD
398 B Street
South San Francisco, CA 94080

Re: Proposal for Architectural Services – El Camino HS Interim Kitchen

Dear Lori:

Thank you for this opportunity to present this proposal to provide architectural services for the Interim Kitchen project. This project will support the District's Central Kitchen services during the modernization of the permanent Central Kitchen. The following information describes our understanding of the project and our approach to providing services.

Our Unique Qualifications

H+A Architects has unique qualifications for community engagement and creative architectural design for the District. For more than twenty years, we have focused on design for education, and we have been at the forefront of innovative design for schools. Having worked with the District since 2006, we are well-versed in the District's culture, requirements and needs, and can begin working effectively immediately. We are familiar with the El Camino High School campus, having designed several projects for this site, and we know the school community.

Overall design of the project will be the responsibility of Hamilton + Aitken Architects and our team of engineers and consultants. Our consultants for this project include Capital Engineering for Mechanical, Plumbing, Electrical, Communication and Fire Alarm design; Underwood & Rosenblum for Civil engineering; BASE Design for structural design; and Cumming for Cost Analysis.

Project Scope

Project Location: El Camino HS – south dining terrace – adjacent to fire lane.

Scope of Work: Design, construction documents and construction administration for an interim kitchen facility to allow the District to provide central food service facilities while the existing Central is out of service for renovation. The interim kitchen will be a 24 x 48 foot modular kitchen building, with equipment as selected by the District, which is available as a DSA pre-checked building. Design work under this proposal includes siting the building, design of fire separation wall to separate the building from the existing kitchen/cafeteria fire area, design to connect utilities and drainage, and required accessibility improvements.

Budget: The District has not established a budget for this work. H+AA will submit a cost analysis of the required design work at the end of CD phase.

Schedule: Design and construction for the project will be completed in one phase, on the following preliminary schedule:

- Design Phase 4 weeks
- Construction Documents 5 weeks
- DSA Review 12 weeks (estimated)
- Bidding & Procurement 8 weeks
- Construction Administration 10 weeks (anticipated)

Work under this proposal will start upon authorization.

Phasing: The project will be designed and constructed in one phase.

The form of Agreement will be based on the Client's form of Agreement, which will be provided by the Client for review. This proposal is not intended to extend the responsibilities of the Architect beyond those normally attributed to it under the provisions of AIA document B101

Proposed Scope of Services

Design Phase

- Review existing design studies or documents of the existing building or site.
- Review reports and studies obtained by the Owner, including Geotechnical Report, Site Survey, and other pertinent information.
- Attend meetings required for design of the project.
- Prepare schematic design studies of the buildings, limited to three design options.
- Prepare CAD/BIM base drawing files of buildings for use by other design disciplines.
- Prepare outline specifications for the project.
- Meet with agencies having jurisdiction over the project to determine building and sitework compliance with regulatory requirements, including DSA, San Mateo County Health Department, and Department of Fire Prevention.
- Prepare final schematic design drawings for the project, including site plan, building plans, building sections and exterior elevations.
- Prepare a written design narrative describing the major elements of the project.

Contract Documents Phase

- Attend coordination and review meetings regarding the project.
- Prepare Contract Documents describing the project, incorporating technical information required for construction approval by public agencies, to facilitate the Client's effort to obtain proposals to construct these elements, and to aid and guide the construction of the project.
- Prepare drawings including site plan, building plans, exterior elevations, and details showing the intent of the design for the project.
- Prepare specifications, using CSI format.
- Prepare a statement of probable cost based on the DSA submittal documents.
- Assist Client and Client's counsel in preparation of Divisions 0 and 1 (Bid Forms and General Conditions of the Contract and General Requirements).
- Provide information to the District's separate hazardous materials consultant regarding the scope of modernization work.

AHJ Review

- Submit documents to the Division of the State Architect and San Mateo County Health Department for project review and approval.
- Assist the Client to obtain approval of the project by DSA and SMCHD.
- Respond to correction comments by DSA and SMCHD.

Bidding Phase

- Assist the Client during the bidding process to obtain proposals for the construction of the project.
- Incorporate hazardous materials documentation prepared by the District's separate hazardous materials consultant into the overall bid documents.
- Attend pre-bid meeting with potential bidders.
- Respond to questions from bidders.
- Prepare addenda required to clarify the bid documents and address questions of the bidders.
- Assist the Client to evaluate bid proposals.

Construction Phase

- Attend periodic construction progress meetings and job site visits necessary to observe the progress of construction of the project to advise the Client of general compliance with the design intent by the Contractor.
- Review the Contractor's request for progress payments for the project.
- Review product and information submittals and shop drawings required by the Specifications.
- Answer questions of interpretation and clarification by the Contractor.
- Prepare supplemental architectural information for corrections or clarifications to the Contract Documents.
- Attend final walk-through of the building and site at Substantial Completion of the project, and prepare a punch list of items that need to be corrected by the Contractor.

Deliverables

- Deliverables Format: PDF for drawings and other documents.
- Construction Phase: Review of submittals and construction correspondence in PDF format with electronic distribution.

Meetings

- Design Phases: We have included up to two meetings during Schematic Design, up to two meeting during Design Development, and up to two meetings during Construction documents phases. Meetings will be conducted online via Zoom or similar online meeting platform, unless indicated as in-person in this proposal. Additional meetings may be arranged by request.
- Construction Phase: We have included one Owner/Architect/Contractor meeting per week for the construction duration noted under Schedule above. OAC meetings will be conducted online via Zoom or similar online meeting platform.
- Construction Site Observation: We have included up to 10 site visits during construction. Each consultant to H+AA has included two site visits during construction, plus punchlist and punchlist review site visits.

Assumptions

This proposal is based on the following assumptions:

- As-built drawings of existing building and building systems will be made available by the Client.
- The Client District will provide site surveys, surveys of existing conditions, and geotechnical information if required by us to perform the work.
- The project will require one document package for permitting per school.
- The project will be produced in our standard BIM format using our office standards for documentation. The BIM model will be developed to LOD 100 for schematic design, LOD 200 for design development and contract documents.
- The existing site utility infrastructure is sufficient to accommodate these renovations.
- Due to the size of the project, we believe storm drainage treatment per the county C3 water resource requirements will not be triggered, and design for C3 features is not included.
- Due to location on an existing public school campus, we believe fire protection sprinklers will not be required, and design of fire protection sprinklers is not included.

Contingent Additional Services

The following services may be provided at the request of the Client, but are not included in Basic Services of the Architect:

- Location of existing sewer connection is not marked on current survey drawings, but we believe the connection can be located with assistance of District maintenance staff and review of old drawings. If existing sewer is not adequate, design of a new sewer connection to the street can be provided as an additional service.
- Work requested beyond the Project Scope or the Proposed Scope of Services shall be considered extra work and may be performed as additional services upon authorization.
- Based on review of the Cafeteria Modernization project, we believe accessibility requirements for new building construction have been addressed. Preparation of additional accessibility surveys and design of accessibility upgrades that may be required by regulatory agencies but not specifically identified as part of this proposal are not part of our basic services, but may be included as a contingent service.
- Design of fire, life safety and structural upgrades that may be required by regulatory agencies but not specifically identified as part of this proposal are not part of our basic services, but may be included as a contingent service.
- Design and documentation for sustainable rating certification, for example LEED.
- Major design revisions or changes to project scope requested by the Client.
- Revisions necessary to reduce cost after commencement of Construction Documents phase.
- Reconciliation of statements of probable cost with cost estimates prepared by others.
- Building commissioning.
- Bid Alternates.

Exclusions

Services not listed in this proposal are specifically excluded from our scope of services.

- Preparation of as-built drawings
- Review of extent of existing hazardous materials or removal procedures, and cost estimating for hazardous materials abatement.

Compensation

We propose to provide these services for a fixed fee as follows (plus expenses):

Phase	Percent of Total Fee	Fee / phase
Design Phase	26%	\$27,456
Contract Documents	40%	\$42,240
DSA	5%	\$5,280
Bid	3%	\$3,168
Construction Phase	21%	\$22,176
Closeout	5%	\$5,280
Proposed Fee	100%	\$105,600
Allowance for Expenses:		\$2,000
Total:		\$107,600

Expenses

It is expected that deliverables, including documents for reporting progress to the Client, record keeping, review by regulatory agencies, and construction document distribution will be in PDF format, minimizing reproduction and delivery expenses.

Unanticipated expenses for the project are in addition to the fee, and may include printed documents requested by the Client, review by regulatory agencies, construction document distribution, or other expenses for the benefit of the client. Typical types of expenses for the project are indicated below.

Reproduction:	1.1 X Direct cost
Postage and Delivery:	1.1 X Direct cost
Out of Bay Area Travel:	\$0.6255 per mile for auto, or the current IRS mileage reimbursement Direct Cost for non-auto

Billing Rates for Other Services

The following rates reflect our standard hourly billing rates for services not covered under this proposal:

Principal:	\$215.00
Project Manager/Architect:	\$155.00
Specifications Writer:	\$215.00
Senior Designer:	\$147.00
Architect or Designer:	\$135.00
Job Captain:	\$130.00
Intermediate Architect / Designer:	\$110.00
Drafter:	\$100.00

Clerical / Word Processing:

\$100.00

I hope this proposal addresses the requirements of the project and meets your expectations.
Should you have any questions, please call me and I would be happy to review them with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CHAD HAMILTON', with a stylized, cursive script.

Chad Hamilton AIA
Principal – Hamilton + Aitken Architects



7 March 2024

Lori Shelton
Director of Bond Program
South San Francisco USD
398 B Street
South San Francisco, CA 94080

Re: Proposal for Additional Services – El Camino HS Central Kitchen Generator HAA# 2021.225

Dear Lori:

Thank you for this opportunity to present this proposal to provide additional services for the El Camino HS Central Kitchen Project. The following information describes our understanding and approach to these services.

Additional Services Scope

Scope of Work – Emergency Generator:

1. Provide design for emergency generator to support the central kitchen. Supported functions include:
 - a. Kitchen permanent and portable electrical equipment, and lighting.
 - b. Permanent main walk-in freezer, refrigerator, and secondary walk-ins within the kitchen space (also known as “cook’s walk-in”).
 - c. Note that the temporary conex box walk-in is not included for generator support. Our assumption is the temporary conex box walk-in will be removed from service after construction of the Central Kitchen is complete.
 - d. The generator will be gas-fired, tapping off the existing kitchen gas service. We expect the generator will be pad-mounted outside the kitchen within a protective steel cage.
 - e. We expect the existing electrical room will be enlarged within the building to accommodate the additional switchgear requirements.
2. Expansion of the existing electrical distribution system to support the standby generator, including new automatic transfer switch, panel boards, and transformers as required.
3. Electrical and Plumbing design will be performed by Capital Engineering, Structural design by BASE Design, and architectural design and coordination by H+AA.
4. Because the generator will be located on a public school campus, public notification requirements will be triggered. BAAQMD has been averaging 8-10 months to process permit applications with public notice requirements. We have included a

BAAQMD consultant to support BAAQMD permitting. The District will have primary responsibility for BAAQMD permitting, with support from our team.

Scope of Work – Additional Cost Estimate:

1. Provide one additional cost estimate for the Central Kitchen project at the completion of Design Development phase. This work will be performed by Cumming Management Group with coordination by H+AA.

Schedule: We will coordinate our work to help the Client follow the proposed timeline noted in the Project Schedule. Work under this proposal will start upon authorization.

Phasing: The services will be provided in one phase with the Central Kitchen project.

Form of Agreement: These services will be provided according to the conditions in our current Agreement for services.

Assumptions

This proposal is based on the following assumptions:

- As-built drawings of existing building and building systems will be made available by the Client.
- The Client District will provide site surveys, surveys of existing conditions, and geotechnical information if required by us to perform the work.
- The project will require one document package for permitting.
- The project will be produced in our standard BIM format using our office standards for documentation. The BIM model will be developed to LOD 100 for schematic design, LOD 200 for design development and contract documents.
- The existing site utility infrastructure is sufficient to accommodate these renovations.

Contingent Additional Services

The following services may be provided at the request of the Client, but are not included in Basic Services of the Architect:

- Work requested beyond the Project Scope or the Proposed Scope of Services shall be considered extra work and may be performed as additional services upon authorization.
- Design of fire, life safety and structural upgrades that may be required by regulatory agencies but not specifically identified as part of this proposal are not part of our basic services, but may be included as a contingent service.
- Design and documentation for sustainable rating certification, for example LEED.
- Major design revisions or changes to project scope requested by the Client.
- Building commissioning.
- Bid Alternates.

Exclusions

Services not listed in this proposal are specifically excluded from our scope of services.

- Preparation of as-built drawings
- Review of extent of existing hazardous materials or removal procedures, and cost estimating for hazardous materials abatement.

Compensation

We propose to provide these services for a fixed fee as follows (plus expenses):

Emergency Generator design

Phase	Percent of Total Fee	Fee / phase
Design Development	30%	\$15,765
Contract Documents	35%	\$18,393
AHJ Review – includes DSA & BAAQMD	20%	\$10,510
Bid	3%	\$1,577
Construction Phase	12%	\$6,306
Proposed Fee	100%	\$52,551

Additional Cost Estimate

Phase	Percent of Total Fee	Fee / phase
Design Development	100%	\$5,000
Total Proposed Fee	100%	\$57,551

Expenses

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Billing Rates for Other Services – Per existing Agreement

I hope this proposal addresses the requirements of the project and meets your expectations. Should you have any questions, please call me and I would be happy to review them with you.

Sincerely,



Chad Hamilton AIA
Principal – Hamilton + Aitken Architects