

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, June 8 2023**

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

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

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 June 8)

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 - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Superintendent evaluation.

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. TBD

L. PUBLIC COMMENTS

For Items Not On the Agenda:

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

To comment prior to the meeting:

Public comments may be submitted in advance of the meeting through the following link: <https://bit.ly/boardmeeting682023> beginning at 3:00 p.m. on Monday, June 5, until 3:00 p.m. on Thursday, June 8. These comments will be read by all Board members and posted on the District website's 2022-23 Board meetings at: <https://www.ssfusd.org/apps/pages/meetings>

To comment in-person during the meeting:

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

Special Meeting Comments:

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

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

M. INFORMATION ONLY PRESENTATION

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

1. EDUCATIONAL SERVICES

**a. Teaching and learning presentation:
El Camino High School**

Principal James Briano will share, with the Board, educational priorities and programs at El Camino High School.

b. 2023-24 LCAP

Assistant Superintendent Keith Irish will present information on the District's 2023-24 Local Control Accountability Plan (LCAP).

2. BUSINESS SERVICES

a. 2023-24 Preliminary Budget

Assistant Superintendent Ted O will present information on the District's 2023-24 preliminary budget.

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 April 27, 2023 regular Board meeting.	1 - 29
b. Minutes of the May 8, 2023 special Board meeting.	30 - 31
2. EDUCATIONAL SERVICES	
a. CTE staff to attend the CTE Conference in Rancho Mirage CA, November 15-17, 2023.	32 - 33
b. SSFHS students, sponsor, and chaperones to participate in the Ballet Folklórico Joint Concert Trip to Mexico, March 21-April 5, 2024.	34 - 35
c. Special Education additional transportation funding to fulfill Individualized Education Plan (IEP) service agreements.	36 - 37
d. MOU with Health Plan of San Mateo to enhance interventions that increase access to preventive, early intervention, and behavioral health services in SSFUSD.	38 - 47
3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	48 - 49
b. Classified Personnel Assignment Order	50
4. BUSINESS SERVICES	
a. Gifts to the District, May 2023.	51 - 52
b. Professional service agreement under \$25,000	53 - 54
c. Dairy Products RFP award for 2023-24	55
d. Fresh Produce RFP award for 2023-24	56 - 57
e. Commercial Foods and Supplies award for 2023-24	58 - 59
f. Processed USDA Foods RFP award for 2023-24	60

<u>PUBLIC HEARINGS</u>	<u>PAGE</u>
a. 2023-24 Draft Local Control Accountability Plan (LCAP)	61 - 62
A Public Hearing will provide an opportunity for members of the public to comment on the draft 2023-24 LCAP.	
b. 2023-24 Preliminary Budget	63 - 64
A Public Hearing will provide an opportunity for members of the public to comment on the preliminary 2023-24 District budget.	

ACTION

1. ADMINISTRATION

a. Approval of Board of Trustees Compensation	65 - 66
The Board will discuss a possible 2023-24 compensation increase and the continuation of a monthly mileage stipend.	

2. EDUCATIONAL SERVICES

a. Approval of Skyline Middle College Memorandum of Understanding (MOU)	67 - 85
Staff recommends the approval of the Skyline Middle College MOU for the 2023-24 school year, with the cost of \$7,038 per student, as presented to the Board.	
b. Approval of the Qualtrics Agreement for the 2023-24 School Year	86
Staff recommends the approval of the Qualtrics agreement and trainer consultant to provide authorized District users the ability to enter, amend, use, delete, or otherwise process data for the 2023-24 school year, as presented to the Board.	
c. Approval of the SAVVAS Adoption for the 2023-24 School Year	87 - 93
Staff recommends the adoption of the SAVVAS digital high and middle school math for the 2023-24 school year, as presented to the Board.	

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d. Approval of New High School Course Implementations 94 - 118

Staff recommends the approval of the new CTE course, Construction Trades, for implementation at SSFHS and the new course, Introduction to Ethnic Studies, for implementation at ECHS and SSFHS for the 2023-24 school year, as presented to the Board.

e. Approval of the ELLevation Agreement for the 2023-24 Through 2025-26 School Years 119 - 126

Staff recommends the approval of the agreement with ELLevation, a comprehensive EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting and supports instructional planning for multilingual students for the 2023-24 through 2025-26 school years, as presented to the Board.

f. Approval of McGraw Hill/StudySync Renewal for the 2023-24 School Year 127 - 132

Staff recommends the approval of the McGraw Hill/StudySync ELA renewal as the core digital curriculum for students in grades 6-12 for the 2023-24 school year, as presented to the Board.

g. Approval of the *Systemic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)* Program 133 - 141

Staff recommends the approval to purchase the SIPPS phonics curriculum to help both new and struggling readers in grades K-12, including English Language Learners (ELLs) and students identified with dyslexia, as presented to the Board.

3. HUMAN RESOURCES

a. Approval of Scoot Education Memorandum of Understanding (MOU) 142 - 154

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

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4. BUSINESS SERVICES

- a. **Adoption of Resolution No. 23-45 Declaring the Futility of Public Bidding and Approval of Change Order #3 to the Cumiskey Construction Corp. Agreement** 155 - 162

Staff recommends the adoption of Resolution #23-45 Declaring the Futility of Public Bidding of additional construction work and approval of Change Order #3 to the Cumiskey Construction Corporation agreement on the Toilet Pods Repairs Project at Alta Loma MS, Monte Verde ES, and Skyline ES, 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.

June 14, 2023 – Board study session *(Board room)*

- Equity Network 2.0 discussion session #2

June 22, 2023

- Presentation on Daybreak Mental Health and approval of MOU
- Approval of SMCOE Outdoor Education dates for 2023-24
- Approval of Children's Center 2023-24 CSPP childcare contract
- Approval of Local Indicators
- Approval of Paper Education Company agreement for 2023-24
- Approval of the SLO MOU with 2022-23 student data
- Approval to increase facility use fees for 2023-24
- Approval to increase District rental/leasing rates for 2023-24
- Adoption of 2023-24 LCAP
- Adoption of 2023-24 Preliminary Budget
- Resolution on Education Protection Account Funds

July 20, 2023

- Presentation on Information Technology Department
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Approval for Superintendent to participate in 2023-24 conferences
- Approval of Children's Center Program annual self-evaluation reports for 2022-23
- Williams report for 2nd quarter ending 6/30/23
- Presentation and approval of MOU for YSB Counseling and Safe School Advocates Services

August 10, 2023

- Introduction of Student Trustees/ASB High School Presidents
- Summer School report
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2023-24
- Approval of San Mateo Co. 2023-24 CSPP preschool contract
- Approval of Consolidated Application and Reporting System Spring 2022 data collection
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution for Attendance Awareness Month (September)

September 7, 2023

- Teaching and learning presentation - TBD
- Presentation and approval of year end unaudited actuals
- Renaissance Learning agreement renewal for 2023-24
- Discussion of October 19 Community Forum topic(s)
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Resolution on GANN limit

September 21, 2023

- Teaching and learning presentation - TBD
- Update on enrollment for the 2023-24 school year
- Update on Safe School Plans
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2023-24
- Resolution for California Week of the School Administrator (October)

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
Minutes of the Board of Trustees' Meeting of April 27, 2023

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

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. To consider the appointment of one (1) public employee to the position of Principal of Los Cerritos ES, in accordance with Government Code Section 54956.
2. To consider the appointment of one (1) public employee to the position of Principal of Spruce ES, in accordance with Government Code Section 54956.
3. To consider the appointment of one (1) public employee to the position of Assistant Superintendent of Human Resources, in accordance with Government Code Section 54956.
4. Superintendent evaluation.

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

B. ROLL CALL

Board Members:	Ms. Amanda Anthony - Present Dr. Chialin Hsieh - Absent Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present Ms. Tania Torres, Student Board Member - Present
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Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present Mr. Ted O, Assistant Superintendent, Business Services - Present Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present
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In Board President Chialin Hsieh's absence, Vice President Patricia Murray assumed the President's role for this meeting.

- C. PLEDGE OF ALLEGIANCE** - was led by Monte Verde ES student Ellie Santiago. Principal Debby Mirt said Ellie is an outstanding example of improvement with growth in reading and math who thrives on campus instead of Zoom. She is a much happier and better student in person when she can be with her friends and doing all of the fun things at school. She enjoys singing, dancing, and reading.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

MOTION #81 (Lujan/Anthony) to approve the appointment of Richard Yee to the position of Principal of Los Cerritos ES. Motion Carried (Unanimous)

MOTION #82 (Lujan/Anthony) to approve the appointment of Angelica Garduno Fletes to the position of Principal of Spruce ES. Motion Carried (Unanimous)

F. REVIEW OF AGENDA - No changes.

- G. PTA COUNCIL REMARKS** - President John Sanna said this is the time of year when the PTA units are involved in elections. Most of them have complete boards and PTA Council is missing only one position. On May 9, they will hold an election followed by an installation of officers and a potluck at Martin ES.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - None

California School Employees Association Chapter 197 - None

- I. PERSONNEL COMMISSION** - Assistant Superintendent Jay Spaulding reported that the last meeting was held on April 17. During that meeting, they ratified four position announcements and six eligibility lists. The next Commission meeting will take place on May 15, 2023.

J. ITEMS FROM BOARD

Trustee Mina Richardson reported that the County Committee on School District Organization, on which she serves, has not had any business before it last month. Therefore, there will not be a meeting this month.

Vice President Murray said she attended the last Equity Diversity and Inclusion Committee meeting of the year on April 20. This committee, composed of parents, students, teachers, staff, and community members is tasked with examining data and informing decisions about policies, practices, protocols and/or processes, and especially how they affect or impact historically marginalized students and stakeholders. "I've attended two meetings this year, and the people on this committee are...so engaged because they know that this is how we change systems and outcomes." She recommended that anyone interested in making change apply to serve on the committee next year.

K. SUPERINTENDENT'S REPORT

- a. **Youth in Government** - Superintendent Shawnterra Moore said she was very pleased that after the last few years of having to pivot some of our signature programs and practices due to COVID, this program has been restarted. This spring, the City, in collaboration with the District, offered a Youth in Government Day program to all local high school seniors. The purpose of the program is to provide young adults the opportunity to role play the positions of elected officials and key staff, become more familiar with the operations of local government, and to learn more about their community. Student Trustee Torres was a participant. A luncheon in their honor was held on April 19 and the students had the opportunity to facilitate a mock City Council meeting yesterday. She congratulated all the students, selected to participate, for their hard work, and also thanked the City of SSF for their commitment and partnership on behalf of SSFUSD students.
- b. **SSF Chamber of Commerce Scholarships** - Dr. Moore reported that since 2002, the Chamber of Commerce has raised money among its members for scholarships to help fund the studies of prospective SSFUSD college students. Applicants are selected by the Chamber's Education Scholarship Committee to receive different scholarships offered by the member local businesses. This year 33 students each received a \$1,000 scholarship at a celebratory luncheon on April 20. There was one Baden HS student, five from SSFHS, and 27 from ECHS. She thanked the SSF Chamber of Commerce and scholarship benefactors for their remarkable generosity and congratulated all the students on receiving these scholarships. She also acknowledged both Student Trustees Torres and Oller for being among the recipients.
- c. **Injured Athlete** - the Superintendent spoke about an item from the last Board meeting where an athlete, from a visiting school, was injured when he ran into a pole at the ECHS baseball field. "To ensure the safety of all our students we worked quickly to purchase and install padding for the tin poles that

supported the fence on the baseball field this week, and on April 14, our facilities staff...met with contractors at ECHS where they analyzed the field and discussed potential logistics of how to create a warning track and other areas of need that we shared with the Board..." The District has already received a quote for this work and "staff will be bringing that to the May 11 Board meeting for anyone who's interested in our progress on how we're responding to that unfortunate incident."

L. STUDENT TRUSTEE REPORTS

1. Tania Torres, Spring Student Trustee and ASB President South San Francisco said she had a great time participating in the Youth in Government event. She shared that the SSF Chamber of Commerce scholarship she received will be used at Boston University. She then highlighted the following recent and upcoming events at her site: The Youth Art Show highlighted various students' artistic abilities on April 3; the Sophomore Commission held a fundraiser for the class of 2025; on April 18, the school's Culture Commission hosted ASB's Multicultural Week for the first time in four years with various clubs such as the Japanese Culture Club and Italian Club, participating during lunch and showcased activities of the culture they represent; the school's Red Cross Club partnered with the Red Cross to host their annual blood drive taking place on April 19; the School and Community Relations Commission is hosting a dodge ball event this week; the Senior Class of 2023 has begun to post students' college decisions; the Senior Commission is currently planning the Senior Sunset; last week Earth Club celebrated Earth Day by decorated the gardening pots in the outdoor learning space, having a campus wide clean-up, and also hosting a clothing drive this week; on April 22, members of the Earth Club and student body joined the City's Environmental Compliance Program and San Mateo's Public Works Department for a volunteer creek clean-up; the Farewell Rally is taking place on May 12; the Spring sports teams that have been doing very well this past season are the softball team, track team, and badminton team; and the baseball and boys' volleyball have had a tough time, but continue to play and are celebrated.

Ms. Torres said after she spoke at the last Board meeting, she "...greatly appreciated the outreach that I have received from members of the community, as well as from Dr. Moore and Mr. Asbra in regards to various issues including the bathroom situation. Since then, I've had meetings with both of them and I'm glad that we are actively discussing these issues and finding ways to resolve them. And as we move forward, I hope that we continue to foster good communication and prioritize the student voice as we navigate issues around our school."

2. Katrina Oller, Fall Student Trustee and ASB President El Camino High School said that the SSF Chamber of Commerce scholarship she received will be

used at UC Berkeley. She then shared the following news from her school; Last night the Class of 2023 had its graduation night, celebrating all the accomplishments they achieved over the last four years; there were 20 AVID seniors who were able to enjoy this special moment with their friends and families; in honor of April being Sexual Assault Awareness Month, the Student Trauma Open Platform (STOP) program had its school wide denim day yesterday and participated in the ongoing protests against victim blaming and myths about why people experience sexual violence; STOP will host a rally tomorrow where students and staff will be given the opportunity to listen or speak out about their own experiences to spread awareness regarding sexual assault prevention on their campus; the Advanced Performing Dance Team's show *Body Language* will be performed May 4 to 6; and with spring sports ending, she recognized not only the athletes from the fall, winter, and spring teams, but also their coaches who dedicate much of their time and "...continue to come back every season because they see potential in these students."

M. PUBLIC COMMENTS

Melissa Wood Yoshida, a parent of an ECHS senior, spoke about the graduation ceremony and not having chairs for all families attending. "There are 300 students graduating, yet they will be providing two chairs on the field, first come, first served, per family." She asked how this is equitable since chairs were provided for elementary and middle school promotions. "This is a formal event to recognize the achievements of these hard working students..." She questioned safety concerns with parents arguing over seating and providing enough security for everyone. She asked the Board to honor the students and respect their families by providing the necessary seating.

Pearl Gee, an ECHS parent of twin girls graduating this year, spoke about the seating at the ceremony also. This is a formal event and parents want to be seated. She said changes were made to the number of tickets being provided, but this information was not shared with parents. She wants a solution that is equitable for everyone. There should be enough chairs for everyone to sit and make it a nice ceremony for their kids.

N. INFORMATION ONLY PRESENTATIONS

a. Teaching and learning presentation: Monte Verde Elementary School

Principal Mirt shared educational priorities and programs at Monte Verde ES. She also recognized the following parent volunteers who received certificates of appreciation from the Board: Tina Jung, Connie Nguyen, John Santiago, Melissa Tse, Cherri Wai, and Lester Yee.

District/LCAP Goals

Principal Mirt said Monte Verde ES is focusing on **Goal #1, Academic**

Achievement and Goal #3, Student, Parent & Community Engagement.

CAR (Communication, Achievement, Relationships)

The SSFUSD car metaphor is a journey to excellence, providing students a superb learning experience and ongoing feedback to teachers and support staff. Principal Mirt said her site is still in need of seat belts because safety continues to be a priority.

Literably 2022-23 Data

For Monte Verde ES's mid-year assessment, 75% of their 1st graders, 67% of 2nd graders, 68% of 3rd graders, and 65% combined are in the blue category (meeting standards) or green category (exceeding standards). A quarter of the students are in the red category (not meeting standards). This represents a quarter of the students and the site is working on improving this.

CAASPP Data

Principal Mirt compared Monte Verde ES's rating to the total District and State ratings.

ELA 2021-22

- 'N/A' indicates a student group that has no data displayed because it is too small.
- Many subgroups are high or very high.
- Students with disabilities (SWD) is in the low range, but better than the very low range.
- The overall average of students meeting the standard was 73.7%.

Student subgroup	Monte Verde ES	District	State
Asian	Very High	Very High	Very High
Filipino	Very High	High	High
Native Hawaiian/Pacific Islander	N/A	Low	Low
Hispanic/Latinx	High	Low	Low
African American	N/A	Low	Low
White	N/A	Medium	High
English Learners	Very High	Low	Low
Students w/Disabilities	Low	Very Low	Very Low
Socioeconomically Disadvantaged	High	Low	Low
All students	Very High	Medium	Low

Math 2021-22

- Since COVID, Math ratings have gone down.
- The Hispanic/Latinx subgroup dropped from high to medium.
- SWD is in the low range, but better than the very low range.

- The school had higher ratings than the District and State for several subgroups.
- The overall average of students meeting the standard was 70%.

Student subgroup	Monte Verde ES	District	State
Asian	Very High	Very High	Very High
Filipino	High	High	High
Native Hawaiian/Pacific Islander	N/A	Low	Low
Hispanic/Latinx	Medium	Low	Low
African American	N/A	Very Low	Very Low
White	N/A	Low	Medium
English Learners	Very High	Low	Low
Students w/Disabilities	Low	Very Low	Very Low
Socioeconomically Disadvantaged	High	Low	Low
All students	Very High	Low	Low

Demographics

The Monte Verde ES student population is predominantly Asian at 53%, followed by Filipino at 21%, being the largest groups.

Of the 534 total students, 49% are male, 51% are female, 10% are identified as English Learners, 10% are SWD and 16% are socioeconomically disadvantaged (SED).

Attendance Snapshot (3/6/23 to 4/7/23)

Principal Mirt shared the average daily attendance by ethnicity, gender, ELs, SWD, and SED students comparing Monte Verde ES's rating to the total District and State ratings. It includes both excused and unexcused absences. For the total student population, this month, the attendance average was 96%.

Student subgroup	Monte Verde ES	District	State
Asian	Very High	Very High	Very High
Filipino	Very High	High	High
Native Hawaiian/Pacific Islander	N/A	Low	Low
Hispanic/Latinx	High	Low	Low
African American	N/A	Low	Low
White	N/A	Medium	High
English Learners	Very High	Low	Low
Students w/Disabilities	Low	Very Low	Very Low
Socioeconomically Disadvantaged	High	Low	Low
All students	Very High	Medium	Low

Chronic Absenteeism

This is a problem at Monte Verde ES. A student who is absent 10% of the time is considered chronically absent. Principal Mirt reviewed graphs which showed the number of students and percent by grade level absences. There were 14 kindergartners who are chronically absent, 12 1st graders, 11 2nd, eight 3rd, eight 4th, but only four 5th. So as the students are moving up the grade levels, they're coming to school more often. "Either it's the parents who are thinking vacation is a great thing and school is not so important in kindergarten or first grade, but as the students are moving up the grade levels, they are probably hearing from their children that they do not want to miss school." From August to the middle of March, Monte Verde had 3,125 absences. Her office staff makes calls every day a student is absent.

What's Going on at Monte Verde

Principal Mirt shared photos of students in activities including:

- 3rd graders writing their biographies, 1st graders practicing yoga poses, 5th graders dressing up as characters in a "Walk-through the Revolution", a 2nd grade Mad Hatter Party, Santa Night, Fall Carnival, Spirit Days, Dance lessons, Spirit Days, and LEAP where students performed hip-hop or Latin dances.
- Walk-a-thon - this is the site's largest fundraiser and a way to build community at the start of the year.

This year the site received a **California Distinguished School** award.

Principal Mirt said she is proud of the parents for their support in all ways. She shared a photo of the Monte Verde staff and praised them for working together, supporting one another, and getting the job done.

Trustee Richardson thanked Principal Mirt for sharing the same good things as last year at her site. She enjoys hearing of the 90% attendance and appreciates the effort to reduce chronic absenteeism. She thanked her for her leadership at the school.

Trustee Daina Lujan thanked Principal Mirt for the presentation and for her leadership and commitment to the students and families. She shared that her child has been a Monte Verde ES student for six years and she knows of their fantastic team and tight community. She acknowledged the dedicated staff at the site.

Trustee Amanda Anthony thanked Principal Mirt for the presentation and for building a culture where students are coming more often to school. She spoke about a bigger topic for a future Board meeting regarding chronic absenteeism, noting that if one of the Distinguished Schools is having this problem, she wonders what the rest of the sites are doing.

Vice President Murray shared that her three children went through Monte Verde ES. She said she loves the community and it will always have a special place in her heart. She enjoyed the great presentation.

Assistant Superintendent Keith Irish shared, with the public, that in the District's 2023-24 LCAP, Student Services and Educational Services will unveil a plan for chronic absenteeism and how it will be tackled. It will be outlined in the June 8 LCAP public hearing.

b. Performance Management – College and Career Readiness

Director Marianne Hew presented the data and progress on the College and Career Readiness indicator within the District, County, and State, and shared performance data for all student groups.

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 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)

Director Hew said the presentation would review the following:

- An overview of CA School Dashboard College and Career Indicator (CCI) and how students meet CCI criteria
- Student achievement indicators related to college and career readiness
 - 4-year cohort graduation rate
 - 4-year cohort A-G rate

- Advanced Placement
- College-going data
- FAFSA/CADAA completion rate

LCAP Goals and District Priorities

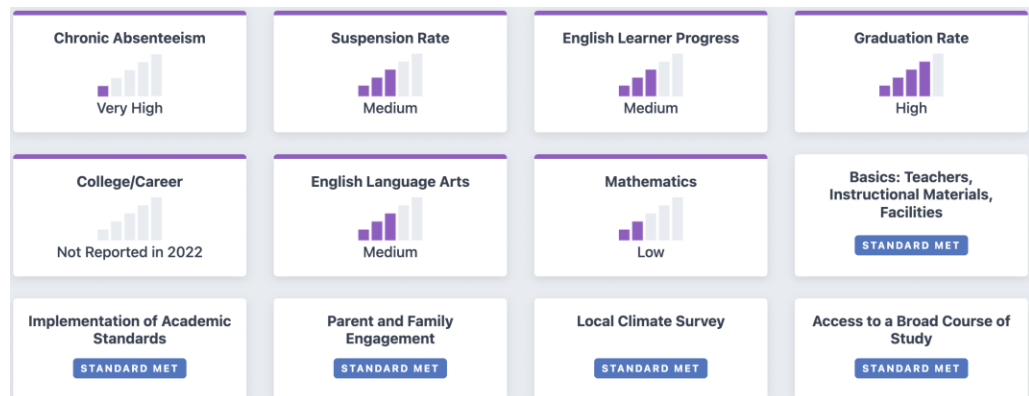
- College and Career Readiness is focusing on **Goal #1, Academic Achievement.**

CAR (Communication, Achievement, Relationships)

The SSFUSD car metaphor is a journey to excellence, providing students a superb learning experience and ongoing feedback to teachers and support staff. Referencing the CAR graphic, Dr. Hew said the GPS makes sure of the direction they are headed. They will also check on the gas tank and do some benchmark data around progress towards college and career readiness.

CA Dashboard 2022

Unlike prior years, this dashboard is only one color, purple, since districts are partially transitioning back to a full accountability system.



- Chronic absenteeism figures may be inflated for 2021-22 due to COVID practices.
- Each Indicator counts students differently.
- No College/Career Indicator is reported for 2022 since there is only one year of data. It will be back next year.
- Local Indicators are based on District self-evaluation and approved by the Board. These apply to the District-level Dashboard only.

2022 Dashboard Graduation Rate

California reports a 4 and 5-year graduation rate.

SSFUSD's combined 4 and 5-year graduation rate is:

Very High - Asian, Filipino, and multi-race

High - African American, White, and total students

Medium - Hispanic/Latinx, Native Hawaiian/Pacific Islander, SWD and SED

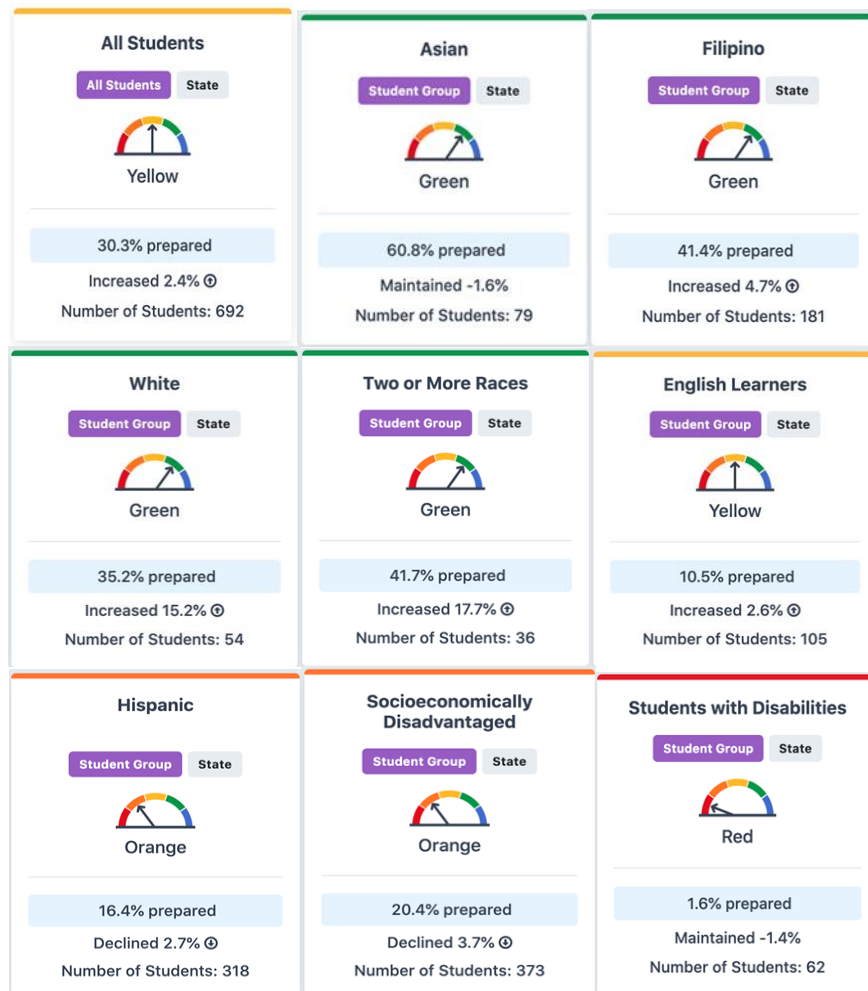
Low - English Learners (ELs) and Homeless

21 students graduated in 2022 as 5th years, mostly ELs, SWD, or SED. For these target student groups, the District's combined graduate rate was on par or higher than their County and State counterparts.

College and Career Indicator (CCI): 2019

- Last year for which there was a complete dashboard
- Reminder that dashboard data is over multiple years because it is based on both current year status (performance level) and change (over time) so if there is not data for both years, it will not show with a performance color (example: Pacific Islander)
- Data for small groups is not displayed to protect student privacy
- Denominator includes 4 and 5-year cohort grads

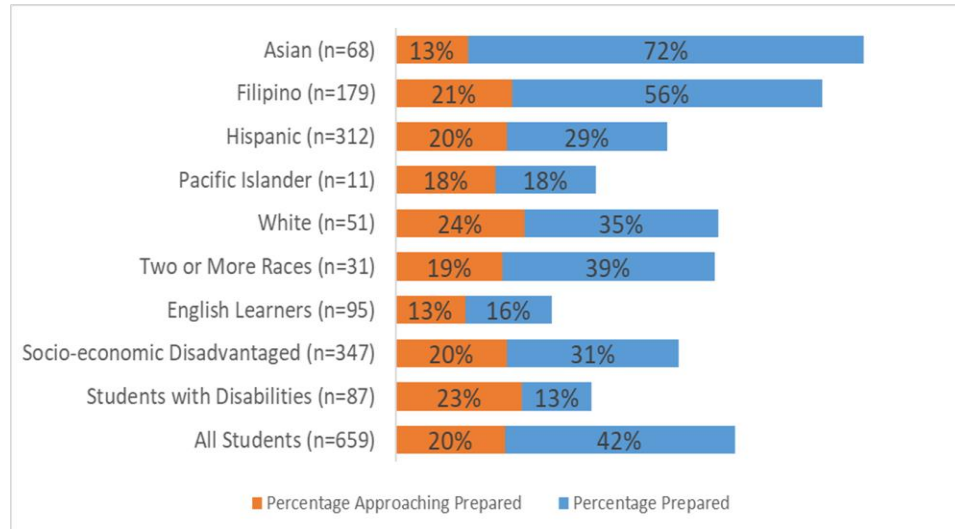
CCI Performance by Student Group for 2019



The Pacific Islander group is not included since the status and change for this cohort was small enough that they did not have the data released for the previous year. The group had 13 students, with 7.7% prepared, and an increase of 2.1%.

CCI Measures: 2020

- Took CAASPP in 2019
- Spring 2020 grades were different
- Flexibility for granting high school diplomas
- 42% of SSFUSD students were meeting the prepared benchmark



CCI College and Career Readiness

Measures of College Readiness

- More measures than for Career Readiness
- Smarter Balanced ELA and Math
- Advanced Placement exams
- UC/CSU A-G completion
- College course completion
- State Seal of Biliteracy
- International Baccalaureate (*District does not offer program*)

Measures of Career Readiness

- Career Technical Education pathway completion
- Apprenticeship or work-based learning
- Leadership/Military Science (*District does not offer program*)

Monitoring College Readiness

- No Dashboard for 2020 (SB 98) and 2021 (AB 130)
 - Shifts in context for CCI measures mean direct comparisons cannot be drawn between cohorts.
- Because CCI measures include Smarter Balanced which was not administered in 2020, there is no 2022 Dashboard CCI.
- Reinforces the need for local measures to monitor progress

Class of 2022 High School Outcomes

SSFUSD graduated a higher percentage of students than the County or State aggregates.

Monitoring Progress toward Graduation

The rate of students meeting HS diploma requirements has increased over the last three years. For all students, in 2020, it was 84%, in 2021, 87%, and in 2022, 92%.

As of March 2023, more than 10% of students are behind in grade-level benchmarks in earning credits toward graduation. To help counselors, students and parents monitor progress toward meeting graduation requirements and college eligibility. They can use the Infinite Campus Academic Planner and California College Guidance Initiative. Counselors connect students with credit recovery opportunities which include retaking a class or summer school.

The rate of students meeting UC/CSU requirements has also increased over the last three years. For all students, in 2020, it was 41%, in 2021, 51%, and in 2022, 55%. Notable cohort exceptions are EL and SWD groups. The State also allowed an option for a diploma that was 130 credits instead of our local 220 credits requirement which allowed the District to graduate a few more students than they would have otherwise.

Advanced Placement

SSFUSD student enrollment in AP courses and exam pass rate has increased over the last 3 years. For the exam participation rate, there is a disparity between the number of students taking courses and the numbers of exams they are taking. There are several reasons for this such as the \$100 costs of an AP exam. Also the exams are taken in October, at the start of courses, and students might not feel confident.

AP metrics	2019-20	2021-22	2022-23	Change
# Students taking at least 1 AP course	543	463	595	
Course enrollments	787	918	1,150	
# Traditionally Underrepresented Students enrolled in AP courses	191	209	286	
# of exams	628	595	850 (anticipated)	
Exam participation rate	79%	67%	73% (anticipated)	
Exam pass rate (score of 3 or higher)	57%	61%	—	

Post-secondary Plans: Senior Exit Survey

Students self-reported on their plans. Dr. Hew compared the Class of 2021 to the Class of 2022.

- Response rate in 2021 was 73% vs. 78% in 2022.
- 91% of students in both 2021 and 2022 planned on continuing their education in a 2-year or 4-year college or trade school.
- 2% of students in 2021 were entering the military vs. 3% in 2022.
- 9% planned on working full-time in 2021 vs. 11% in 2022.
- 52% planned on working part-time while attending school in 2021 vs. 46% in 2022.

Graduates Enrolling in College

There is a trend of slowed or decreased enrollment in post-secondary institutions. This may be due to a strong labor market with opportunities for high school graduates including apprenticeship programs or the rising costs of college and long-term student debt. However, if not immediately after high school, SSFUSD graduates are finding their way to post-secondary education within two years.

AB 469: FAFSA/CADAA Support

- Beginning this year, schools must provide instruction and support for high school students to complete the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application (CADAA)
- Student and parent/guardian education is critical - many hear “college is free”, but they need to complete FAFSA/CADAA in order to access “free” programs such as College Promise...or that technical schools may also have some opportunities for aid.

College Readiness Metrics-PM Progress

4-year cohort graduation rate

92% of all students in 2022. There have been increases across all student groups since 2019. Several groups are below the State and County aggregates.

4-year cohort students meeting UC A-G requirements

55% of all students in 2022. There are increases across most student groups since 2019, except ELs and SWD. Most groups are below the State and County aggregates.

Advanced Placement: enrollment in courses and exam pass rate

In 2023, 1,150 course enrollments and 850 exams anticipated. Increases in course enrollments with traditionally underrepresented students and exam pass rate over 3 years.

FAFSA/CADAA completion

In 2023, 57 % as of April 1. This is the first year of implementation. This was an increase in the 2022 completion rate of 44%.

CCI Measures - Data Reflections

- CCI data draws from data over multiple years, so there is no CCI as part of the 2022 Dashboard. Return to a full Dashboard is expected in 2023.
- Some increases in graduation rate, A-G completion, and AP
- Significant gaps in achievement for target student groups continue to be a focus with specialized programs and additional supports to be successful.
- Majority of CCI measures currently relate to college readiness. The State has approved plans to incorporate more work-based learning and career readiness measures into the CCI. SSFUSD's CTE is monitoring these developments and are looking toward those opportunities and how that will impact the District's dashboard moving forward as well.

Looking Ahead to 2023-24

- Looking at local measures, monitoring tools, and making good use of those for our counselors and staff, as well as students and parents and educating them on how to use them.
- Opportunities to expand how SSFUSD prepares students for both college AND career, including credit and grade recovery.
- Return to a new, full Dashboard in 2023 to see the fruits of our labor.

Trustee Anthony asked if all fifth year students go to Baden HS or their home school. Dr. Hew replied it is a combination of both. Some 5th year students are ELs who were granted an additional year to meet graduation requirements and some are from Baden HS.

Trustee Anthony then asked if the 130 credit requirement was only due to COVID or was it planned for a long time and is now in effect. Dr. Hew said, "The State high school diploma program has existed for a while, but it's used for special circumstances, for example, for foster youth who may move around quite a bit. But applied broadly to all students without any other criteria was just for COVID and..." the years subsequent to that, for impacted students.

Trustee Anthony inquired how the District is communicating with parents concerning their children's status on progress towards graduation. Dr. Hew said parents have access to the academic planner report and counselors are meeting with students and conveying that information to them and their families. The counselors let families and students know when students are not on track to graduate and remind them of summer school credit recovery or that a course needs to be taken next year. Also they can access Infinite Campus (IC) to monitor the student's progress. Trustee Anthony asked if parents are trained on IC. Dr. Hew confirmed that Educational

Services has had parent webinars on IC and have put out videos for parents to watch anytime. She said using Remind this year has increased attendance in webinars. Trustee Anthony asked if the videos are in multiple languages. Dr. Hew said they are in English and Spanish and confirmed that they are both web-based and available in a mobile app.

Trustee Anthony questioned advanced placement and whether those courses are accepted at UCs and CSUs or community colleges for credit. Dr. Hew replied that all the advanced placement courses do earn students' college credit. But the question is whether it applies to the college and major of each student, which depends on the student's choices. She said, "So for example, if I'm taking a certain AP English course and my major is mechanical engineering, that AP English course might not earn me a whole lot of credit toward my major. It might get me out of a general education requirement but it's not going to be applied the same way that AP physics or AP calculus might."

Trustee Lujan said she appreciated the informative presentation and the disaggregation of data so they could look at trends and gaps. "I really also appreciated how you incorporated your thoughtful analysis and explanation of the data throughout the presentation and also reference collaboration with people like Director Yacoub as you started unpacking the data."

Trustee Richardson said "I just received an in depth look at the Portrait of a Graduate through your lens, and I appreciate that very much." She also appreciated the details about free community college tuition and the input of the trades in schools now. She is glad trades are acknowledged in the Portrait of a Graduate also.

Student Trustee Torres said there are various areas for growth, especially the AP program. It is difficult for underrepresented groups to access AP programs. She feels there are other ways to broaden the program and show underrepresented students that they are worthy of the AP classes and they belong there. She would like to see informational workshops to decipher the college application process, starting in their junior year. Dr. Hew thanked her for sharing her thoughts and said, "I think there is certainly more work that we can do to expand access to AP and really make sure that students see that as something...they can be part of as well. And around the college application process, I know that that is something that we've had conversations about for how to support students and families with that process. Because it is daunting."

Vice President Murray thanked Dr. Hew for her reflective, thoughtful, and thorough report.

The Board recessed at 8:31 p.m. for a break and reconvened at 8:41 p.m.

c. Teachers on Special Assignment (TOSAs)

TOSAs, also known as the District's Curriculum and Instruction Specialists, reviewed their priorities with District goals, Secondary Math, K-12 Math, Educational Technology, and Elementary Initiatives through Performance Management.

Role of Curriculum and Instruction Specialists

- Support teachers
- Curriculum selection, adoption, and implementation support
- Support and carry out District initiatives
- Instructional strategies and support
- Professional development
- Lead Teachers' Leadership Teams (TLTs)

District/LCAP Goals

Secondary Math TOSA Karie Mullassery said they are focusing on LCAP **Goal #1, Academic Achievement** and **Goal #2, Professional Development**.

CAR (Communication, Achievement, Relationships)

TOSAs are engaged in all aspects of the CAR. For this presentation, they are focusing on the gas tank, which refers to student progress toward meeting State benchmarks, and the seats, which represent the curriculum they will enact in all schools and grade levels.

Secondary Math

Challenges

- low math scores on State tests at all levels similar to other districts
- lack of access to college ready mathematics

Successes

- Finalized the Secondary Math Scope and Sequence 
- Secondary Math has completed two Collaborative Inquire Cycles 
- Initiated K-12 Math adoption process 

Ms. Mullassery said the math team has been working to set a strong foundation in the District and are energized by the support and interest of all stakeholders to improve math. One success this year was finalizing the Secondary Math Scope and Sequence. This will help the guaranteed and viable curriculum and set a foundation for what students are learning. The plan is to continue meeting with the TLTs to add resources and choose Common Assessments for all units. Two collaborative inquiry cycles were completed this year. Teachers went through anticipating student work on the assessment, administering

them, calibrating their scoring, uploading into Illuminate, and using the Data Analysis protocol to reflect on student learning. The goal for these cycles has been to improve teachers' collective efficacy. Teachers are continuing to reflect on the knowledge their students have and use it to inform their instructional decisions.

K-12 Math Adoption

Ms. Mullassery and Elementary ELA TOSA Diana Yu initiated a K-12 Math Pre-adoption process with Student Achievement Partners and a team of teachers, paras, students, administrators, and community members. They spent several months collecting data through surveys, empathy interviews, focus groups, and learning walks. They then analyzed the data with the District-wide team. In May they will hold final meetings to determine priorities and then begin the adoption process by setting a math vision for the District. Adopting a curriculum will be an important piece to setting up the strong foundation for student success in math.

Educational Technology (LCAP goals 2 and 3)

Genevieve Chan, the K-12 Educational Technology TOSA, presented information on the technology apps and programs. She said a lot of her job has been supporting teachers in exploring and learning District adopted technology programs and also brainstorming with teachers on how to use different technology devices, programs, and tools effectively in their daily instruction.

Successes

- Offered multiple in-person and online trainings, office hours, tutorials, and on-demand videos to support teachers using programs such as Infinite Campus Grade Book, Illuminate District Common Assessments and Physical Fitness Test, Google Classroom Integration, and Remind.
- Offered webinars, tutorials, and instructional videos to support parents and families in using the Infinite Campus Portal and Remind.

Challenges

- Range of approaches to grading across the secondary teachers
- Need more time to train and support teachers

Next Steps

- Based on teacher feedback collected this Spring, continue with Year 2 of Infinite Campus Grade Book and Illuminate assessment implementation
- Continue to support parents and families in using Educational Technology Tools and supporting their students using these tools

Technology Integration (LCAP goal 2)

Successes

- Worked with Curriculum Technology Integrators (CTIs) from each site to support teachers and students in District technology programs
- Rolled out Year 2 of the SSFUSD Responsible Use of Technology and Digital Citizenship Lessons

Challenges

- Instructional time for technology integration

Next Steps

- Reconvene team in the summer to revamp lessons for Year 3 Digital Citizenship implementation
- Create additional lessons that continue to support students in learning 21st Century skills (email etiquette)

Elementary Focused Initiatives

Elementary TOSAs are Jennifer Rosse, Sathya Seigel, Diana Yu, and Genevieve Chan. Ms. Yu reviewed the following information.

District priorities of the following three areas are:

- A. Improve curriculum, instruction and assessment
- B. Bolster Professional Learning and collaboration

Elementary ELA and Math Scope and Sequence District-wide Collaboration

Successes:

ELA: Facilitate TLT meetings to develop, revise, and support the implementation of the ELA Scope and Sequence, District Common Assessments (DCAs), and proficiency scales

- ELA Scope and Sequence finalized last year
- Trimester 1 and Trimester 2 DCA's were administered, scored, inputted into Illuminate, and provided feedback
- Supported teachers using District-wide collaboration days
- Elementary C&I TOSA team created Proficiency Scales to guide teachers and standards based grading for the report card

Math: Grade level TLT validated Math Scope and Sequence, revised report card language for 2023-24, and began creating Math DCAs for 2023-24.

Challenges:

- Equitable site representation on TLTs (across sites/grade-levels)
- Time for teachers to collaborate and use common assessments

Next Steps:

- Revise DCA's
- Trimester 3 ELA DCAs being created with optional administration and scoring
- Provide time for teacher teams to use the data to inform instruction (during PE)
- Finish creating Math DCAs and Proficiency Scales

Elementary Report Card Implementation ●

TOSA Chan presented the following information.

Successes

- All teachers supported with implementation this year during District Collaboration by TOSAs
- Dedicated time during District-wide collaboration led to positive feedback from teachers on the implementation of report cards and success with implementation
- All teachers supported with Infinite Campus trainings to enter scores on new report card
- Proficiency scales created to support teachers
- More alignment between sites using priority standards, assessments
- Collected feedback from teachers on new report cards three times this school year
- Used the feedback from teachers to suggest changes
- Parents and families were supported with understanding the updated report card and how to access the Infinite Campus Parent Portal

Challenges

- Competing priorities in Elementary impacted time and offerings for teachers related to standards based learning and practices
- Teachers need time to be trained and calibrate with their teacher team
- Transitioned to scoring students on SEL rather than scoring learner behaviors and effort

Next Steps

- Teachers need training on standards based practices to inform their instruction and scoring
- Add approved Science standards next school year to align with Twig Science implementation
- Refine math report card language based on teacher feedback and guidance from the Elementary Math TLT
- Continue phased roll out and get feedback
- Continue to learn and provide support to teachers with standards-based learning and practices

Professional Development

Jennifer Rosse, Elementary Science Curriculum and Instruction Specialist TOSA, presented the following information.

Successes

- District-Wide Professional Development Days
 - Revamped Professional Development Model with a focus on teacher choice and supported teachers with current needs and focus. Professional Development days were held in November and January. Support for teachers was provided during the 2020-21 distance learning.
- Revamped entire Elementary Collaboration format beginning in distance learning to support teacher opt in and choice
- 2021-22 Implemented two Collaborative Inquiry Cycles during District Collaboration days where teachers chose topics of interest
- Continuing to work towards increasing productive and meaningful collaboration within and across all elementary sites and grade levels

Challenges

- Competing priorities
- Time to support teachers with the amount of PD needed and level competing priorities for time and teacher capacity
- Meeting the needs of all teachers

Next Steps

- Continue collaborative planning to support teachers as needs arise and to support District Initiatives

Trustee Richardson thanked the TOSAs for their report and for being supportive of teachers and the new report card.

Trustee Lujan noted that the presentation highlighted all the work TOSAs are doing. “You have huge projects going on and you're helping lead District-wide change and throughout it I hear the recurring theme of alignment and just your dedication.”

Trustee Anthony asked what is the highest level offered at the secondary level. Ms. Mullassery replied it is AP Statistics and they are looking at developing pathways and access as San Francisco USD is doing.

Trustee Anthony said it was interesting that 8th grade is considered secondary and the secondary scope and sequence is ready for elementary. She asked if it is all going to align. Ms. Mullassery replied that last year two TOSAs started to build that out.

Student Trustee Torres thanked the TOSAs for their work which benefits the students.

Vice President Murray said the TOSAs are amazing and the work they do makes a difference. The task is daunting and they do a lot, which she appreciates.

O. PRESENTATION WITH POTENTIAL ACTION - None

P. CONSENT AGENDA

MOTION #83 (Lujan/Anthony) to approve Item 1a, Minutes of the March 9, 2023 regular Board meeting; Item 1b, Minutes of the March 23, 2023 regular Board meeting; Item 2a, SPSAs; Item 2b Designated representatives to CIF for 2023-24; Item 2c, Westborough MS students to travel to Yosemite National Park, CA; Item 2d, SSFHS staff member to travel to Maryland; Item 2e, Adult Ed. staff members to travel to Orange Co., CA; Item 2f, ECHS staff member to travel to San Diego, CA; Item 3a, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, February 1-28, 2023; Item 4b, Warrant Register, February 1-28, 2023; Item 4c, Cash Receipts, February 1-28, 2023; Item 4d, Gifts to the District for April 2023; Item 4e, Fundraising events; Item 3f, Professional service agreements under \$25,000. Motion Carried. (Unanimous)

ACTION

1. ADMINISTRATION

a. Resolution No. 23-37 for Asian American and Pacific Islander Heritage Month

Board Clerk Richardson read the resolution.

MOTION #84 (Anthony/Lujan) to adopt Resolution #23-37: Honoring Asian American and Pacific Islander Heritage Month. (AYES: Student Trustee Torres, Anthony, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of Local Control Funding Formula (LCFF) Supplemental Funded Positions

MOTION #85 (Lujan/Richardson) to approve the LCFF supplemental funded positions for 2023-24. Motion Carried (Unanimous)

b. Approval of Foundations in Personal Finance Curriculum for Financial Literacy Course

Trustee Anthony asked if this is available to just 30 students per year. Mr. Irish replied that these are electronic licenses and they start with class sets before the schools determine the number of sections needed.

MOTION #86 (Lujan/Richardson) to approve purchasing the ***Foundations in Personal Finance*** curriculum and professional training to implement a new course at the District's three high schools starting in the 2023-24 school year. Motion Carried (Unanimous)

c. Approval of Middle School Science Adoption

MOTION #87 (Lujan/Richardson) to approve purchasing Green Ninja instructional materials and professional training to implement the new course at the District's three middle schools starting in the 2023-24 school year. Motion Carried (Unanimous)

d. Approval of a Big Lift Supervisor Independent Contractor Agreement

Mr. Irish apologized for an error which could change the context in the Board memo. At the end of the second paragraph, it says, "Until she completes her credential we would **lie** to continue contracting with Ms. Loudon." It was a typo and should be "like".

Vice President Murray asked how the District hired her if she was not already certificated. Mr. Irish replied that as long as Ms. Loudon is enrolled in a program, she could be hired through an independent contractor agreement. This position is difficult to fill.

MOTION #88 (Lujan/Anthony) to approve an independent contractor agreement with Roselle Loudon for the Big Lift Supervisor position for the 2023-24 school year. Motion Carried (Unanimous)

e. Approval of the Strong Workforce Program Allocation Decrease

Trustee Anthony asked why only two modules were implemented. Mr. Irish said the District had trouble with staffing challenges and if they did not implement the agreement required that they had to send it back. He said, "...we have informed the County Office that these modules were three weeks and those are really short modules and it is hard for teachers to plan. So...in the future it would be a lot nicer if they could

contract with us and work with us before, [and] build a module that was closer to nine weeks.”

MOTION #89 (Lujan/Richardson) to approve for SSFUSD to return funds to the SMCOE CTE STEM Pipelines Middle School Strong Workforce program, in the amount of \$37,814.00, as noted in the amended agreement. Motion Carried (Unanimous)

f. Approval of the Strong Workforce Program Allocation Increase

Trustee Lujan noted that even though this is County Department of Education grant and she is a part time faculty member, she recused herself since they are part of the consortium.

MOTION #90 (Anthony/Richardson) to approve for SSFUSD to accept funds from the San Mateo County High Schools and Colleges Consortium, Equity and Access in Dual Enrollment Strong Workforce Program, in the amount of \$18,750.00, as noted in the amended agreement. (AYES: Student Trustee Torres, Anthony, Murray, Richardson; NOES: None; ABSTAIN: Lujan). Motion Carried on a 3-1 vote.

g. Approval of Elementary Textbook Adoption Renewal

MOTION #91 (Lujan/Anthony) to approve purchasing the **Wonders** textbook as the core Elementary English Language Arts/English Language Development curriculum for students in grades K-5 grade for a 3-year adoption renewal period, for the 2023-24 through 2025-26 school years. Motion Carried (Unanimous)

h. Approval of Elementary Math Curriculum Adoption

Trustee Anthony asked why the adoption is for one year only. Mr. Irish replied, “...student achievement partners really focus on the elementary District adopted curriculum because we see some misalignment issues...so I only want to do one year so we can go through the pilot process next year and I can bring you back a better recommendation for the future.”

MOTION #92 (Anthony/Richardson) to approve purchasing the **Math Expressions** curriculum for students in grades K-5, for the 2023-24 year. Motion Carried (Unanimous)

3. HUMAN RESOURCES

a. Approval of Changes in the SSFUSD-SSFPD MOU

Trustee Richardson asked if since this program was implemented, the police attire has changed. Director Ryan Sebers replied that police will be wearing a less formal uniform on campuses. This will be a polo shirt and in some cases, khakis rather than a fatigue style uniform.

Trustee Anthony questioned whether SROs are on campus every day. Mr. Sebers said they are not placed on campus, but are involved in conversations which principals want to have with law enforcement. Other times it may be in response to an emergency situations or they come to campus depending upon a program such as Every 15 Minutes, if it is restarted. He confirmed that SROs are not stationed on campuses.

Trustee Richardson noted that the number of contacts was broken down on page 165 and asked if there is one that is initiated by the schools or have the numbers been isolated to understand whether there is mutual fighting in the classroom or other altercations. Director Sebers confirmed that school sites have initiated approximately 50% of the calls with the purpose of the contacts in his memo. He added that a fight related issue or disruption is minimal compared to the number one reason for a police response which is risk assessments and suicide prevention related issues. Trustee Richardson asked if the District has a template where administrators are provided with information for when and when not to initiate a call to the police. Mr. Sebers said there is a "District Expectations for Student Success" document with a behavioral matrix that includes direction for when it is a mandatory call. He said, "Now there is administrative discretion in some cases, where it's not necessarily a crime that's committed but it may be just a safety related issue or a proactive decision on the part of the administrator to initiate contact."

Vice President Murray thanked Director Sebers for working with PD Chief Campbell on the MOU and ways to improve it the coming years for the kids. She saw the chief's presentation at a City Council meeting and they are happy with the way things are going. Mr. Sebers said that was their first dual presentation and "...now that we are sort of calibrated to the same schedule we're hoping to bring you an informative presentation that will encapsulate data from this year." She would like future presentations to also be conducted by Mr. Sebers and the chief together to both City Council and the Board.

MOTION #93 (Lujan/Anthony) to approve changes in the SSFUSD-SSFPD SRO MOU reporting and approval process for 2023-24. Motion Carried (Unanimous)

4. BUSINESS SERVICES

a. Adoption of Resolution No. 23-38 Declaring the Futility of Public Bidding and Approval of Change Orders #1 and #2 to the Cumisky Construction Corp. Agreement

Trustee Anthony noted that on page 208, the contractor's name was misspelled in the second "whereas". It should be Cumisky, not Comisky.

MOTION #94 (Lujan/Anthony) to adopt Resolution #23-38 Declaring the Futility of Public Bidding of additional construction work and approve Change Orders #1 and #2 to the Cumisky Construction Corporation agreement on the Toilet Pods Repairs Project at Alta Loma MS, Monte Verde ES, and Skyline ES with name correction on page 2. (AYES: Student Trustee Torres, Anthony, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Approval of Amendment #1 to the HY Architects for HVAC Projects

MOTION #95 (Anthony/Lujan) to approve amendment #1 to the HY Architects agreement, in the amount of \$56,850.00, for the HVAC upgrade projects at Martin ES, Hillside Pre-School, Spruce ES, Parkway Heights MS, and Baden HS Room 28 building. Motion Carried (Unanimous)

c. Approval of Award of Contract for the Replacement of Martin ES's Portable

Trustee Richardson asked why the District always accepts the lowest bid. Facilities Management Consultant Bill Savidge replied that the District is required to accept the lowest responsive, responsible bidder. He added that a responsive bid includes all the required documents, certifications, non-inclusion affidavit, bid bond, and proposal. A responsible bidder has an active contractor's license that is in force, registered with the Director for Public Works, for contracting and prequalified if there is a prequalification in force. "So if both of those things are met from that bidder and they provide the lowest bid, we must accept the lowest bid in this type of work, in this type of delivery method." Trustee Richardson asked about the term of a guarantee. Mr. Savidge said "... the District specifies the terms of the warranties and any of the items within the contract that are the basis of the bid. And so a bidder has to respond based upon what's in the plan and specifications in the same way." He replied to Trustee Richardson's

question about getting prior DSA approval for the work, saying roof replacement does not require that approval.

MOTION #96 (Lujan/Richardson) to approve the award of contract to DuBois Roofing, Inc., in the amount of \$78,510.00, for the Martin ES portable #27 roof replacement. Motion Carried (Unanimous)

d. Approval of Award of Contract for the Replacement of the Facilities Department Building and Portable

MOTION #97 (Lujan/Richardson) to approve the award of contract to Roofing Constructors Inc. DBA Western Roofing Services, in the amount of \$134,468.00, for the Facilities Department building and portable roof replacement. Motion Carried (Unanimous)

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

May 8, 2023 - Board study session *(Board room)*

- Equity Network 2.0 discussion session #1

May 11, 2023

- Recognition for outgoing Student Trustee Torres
- Teaching and learning presentation - ECHS
- Presentation on Boys and Girls Club
- Presentation on the SSF Education Foundation
- Presentation on Portrait of a Graduate and Refreshed Mission Statement
- Approval of the Board meeting calendar for the 2023-24 school year
- Approval of Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.
- Approval of Project Lead the Way middle school agreement
- Resolution for Fund 11 & Fund 14 account balances
- Approval of All City agreement for crossing guards for 2023-24

May 25, 2023

- Teaching and learning presentation - Alternative Education
- Presentation on Curriculum/S&S
- 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 2023-24 budget
- Approval to move to earlier start times for summer Board meetings
- Resolution in support of LGBTQ+ Pride Month (June)

June 3, 2023 – Special Meeting/Board Workshop *(District Office)*

- Board self-evaluation

June 8, 2023

- Presentation on 2023-24 LCAP draft plan
- Presentation on 2023-24 Preliminary Budget
- Approval of School Services 2023-24 contract
- Public Hearing 2023-24 LCAP draft plan
- Public Hearing 2023-24 Preliminary Budget
- Approval of Local Indicators
- Approval of SMCOE Induction Program agreement for 2023-24
- Approval of Literably contract for 2023-24
- Approval of Board of Trustees Compensation increase for 2023-24
- Approval of the SLO MOU with 2022-23 student data and recommended language changes
- Resolution on Budgetary increases and year end transfers
- Approval of Dairy Products IFB Rollover for 2023-24
- Approval of Fresh Produce RFP Rollover for 2023-24
- Approval of Commercial Food and Supplies award for 2023-24
- Approval of the Distribution of Processed USDA Foods Bid Rollover for 2023-24

June 14, 2023 – Board study session (*Board room*)

- Equity Network 2.0 discussion session #2

June 22, 2023

- Presentation on Daybreak Mental Health and approval of MOU
- Presentation on YSB Counseling and Safe School Advocates Services
- Presentation on the Facilities Department
- Approval of SMCOE Outdoor Education dates for 2023-24
- Approval of Children's Center 2023-24 CSPP childcare contract
- Approval of Health Connected MOU for 2023-24
- Approval of Paper Education Company agreement for 2023-24
- Approval to increase facility use fees for 2023-24
- Approval to increase District rental/leasing rates for 2023-24
- Approval of Commercial Food Items and Food Supplies Award for 2023-24
- Adoption of 2023-24 LCAP
- Adoption of 2023-24 Preliminary Budget
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES - None

GOOD AND WELFARE

Trustee Anthony encouraged everyone to sign the petition to name the next skate park in the Centennial Way Park in honor of a SSF resident, Lester Lagorda. He was an avid

skater, who participated in many things in Paradise Valley and died while riding his bicycle.

Trustee Lujan encouraged students to stay strong while going through the testing process before their upcoming graduation.

Trustee Richardson reported visiting the Hillside Children's Center. She saw two classes with newcomers and was pleased to see them focused and the teachers were great. The parking lot is being remodeled and some students will be relocating to Baden HS. She attended the Youth in Government luncheon with City Councilmembers and enjoyed a presentation by Hector Camacho, a San Mateo County Board of Education Trustee. She participated in the Chamber of Commerce Scholarship luncheon and noted that Student Trustee Torres was one of the students who received a scholarship. Yesterday, she attended a job fair at Baden HS where Principal Seema Prasad was hands-on. Today she went to the JEDI Business and Education Partnership Breakfast which works on collaborating with County schools to bring awareness to people on trainings available in health, the airlines, etc.

Vice President Murray said she attended several events which were all about the students, from the kids at the Children's Center to end of the year things for seniors. In addition to the Youth in Government and Chamber of Commerce luncheons, she attended a Zoom breakfast this morning which focuses on different community organizations which are working to place young people into jobs. SSFUSD Adult Ed. was included and Principal Prasad gave an amazing presentation and represented the District well.

ADJOURNMENT - 9:37 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Special Meeting of May 8, 2023

OPEN SESSION

A. CALL TO ORDER - 5:37 p.m.

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. Tania Torres, Student Board Member -
Excused

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

Vice President Patricia Murray joined the meeting at 5:41 p.m.

President Chialin Hsieh joined the meeting at 5:45 p.m.

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

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. PUBLIC COMMENTS

No public comments were submitted in advance of the meeting.

Ms. Margareta Malloy, a District parent, spoke about Special Education parents not being able to communicate with staff, Board members, or other parents. They should have an opportunity to meet with privacy and dignity as they are discussing confidential matters. Dr. Shawnterra Moore asked and Ms. Malloy confirmed that she was talking about the Special Education Parent Advisory Committee (SEPAC), not general Board, meetings.

F. PRESENTATION

1. ADMINISTRATION

a. Equity Network

The Board of Trustees and Superintendent discussed educational equity and excellence in the District.

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. 2022-23 Effective Governance with an Equity Lens 3.0 Session #1

The Board of Trustees and Superintendent Moore are participating in quarterly meetings year with a focus on leading through the lens of educational equity in SSFUSD. At this meeting, the Board discussed the Role of the Governance Team, Equity Impact Action Planning, and next steps.

ADJOURNMENT - 7:38 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

DATE: June 8, 2023

RE: Approval of Permission for Staff to Attend the CTE Conference in Rancho Mirage, CA on November 15-17, 2023

BACKGROUND:

The Career & Technical Education, provides an educational leadership in developing a competitive workforce. The CTE annual conference is open to secondary and postsecondary career and technical educators, business leaders and industry professionals. CTE features keynote speakers, as well as many educational sessions and networking events. Ms. Rockett, District CTE Coordinator, CTE teacher (TBD) and an administrator (TBD) request to attend this conference in Rancho Mirage, CA on November 15-17, 2023.

FISCAL IMPLICATIONS:

Estimated cost for 3 staff member to attend the CTE Conference is:

- Registration \$675 pp x 3 days = \$2,025
- Hotel accommodations \$189 w/resort fees, per night x 3 nights x 3 = \$5,103 + tax
- Food \$350 x 3 = \$1,050 (approx.)
- Air Transportation approx. \$600 round trip x 3= \$1,800

TOTAL: \$10,000 (approx.)

The cost of the CTE Conference will be covered by CTE Grant Funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for the District CTE Coordinator, a CTE teacher, and an administrator to attend the CTE Conference in Rancho Mirage, CA on November 15-17, 2023.

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: June 8, 2023

RE: Approval of Permission for South San Francisco High School
Students to Participate in a trip to Jalisco, Puebla and México City
on March 21- April 6, 2024

BACKGROUND:

The purpose of this cultural Ballet Folklórico Joint Concert Trip to the states of Jalisco, Puebla and México City, from March 21-April 6, 2024 is to provide South San Francisco High School students with an in-depth experience in Mexican culture and Ballet Folklórico dance. It is also our goal for the students to reinforce established cultural ties with other professional and student-based dance companies in the cities of La Barca and our SSF Sister City Atotonilco El Alto, as well as in “De Colores” International Dance Festival at El Arenal Jalisco.

32 students from SSFHS as well as former SSFHS graduates and community members will be accompanied by the Folklórico dance teacher-sponsor, Mr. Martin Cruz Barajas. Two staff members, Ms. Marisol Ramirez, Ms. Guadalupe Nava, HR cleared parents, Hector and Alicia Huerta and SSFHS volunteer, Juan Fuentes will all serve as chaperones on the tour.

The students will visit various cultural sites including museums, churches, archeological ruins, haciendas and market places in the states of Jalisco, Puebla, and México City. They will meet with the mayors and city officials and will participate in dance rehearsals and performances with joint Ballet Folklórico companies from La Barca, Grupo Folklórico La Moreña and Ballet Folklórico Atle-Cuilli-Ko from Our SSF Sister City, as well as with various Professional Dance Companies at “De Colores” International Dance Festival at El Arenal Jalisco.

The group will depart SFO to Guadalajara Jalisco. They will take chartered buses to travel to Atotonilco El Alto, La Barca and El Arenal for joint concert performances. They will continue the tour to Puebla and México City in chartered bus.

FISCAL IMPLICATIONS:

Tour fees and travel expenses will be financed by the students and fundraising efforts by Mr. Cruz. Private donations from business and organizations will be requested to help finance this trip. Overnight stipends for Mr. Cruz and the two teacher sponsors, for 17 days, will be paid using SSFHS Folkloric club funds. No student will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for the SSFHS students, their teacher sponsor and volunteer chaperones to participate in the Ballet Folklórico Joint Concert Trip to the Mexican states of Jalisco, Puebla, and México City beginning March 21-April 6, 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

DATE: June 8, 2023

RE: Approval of Increases for Contracts with Transportation Non-public Agencies (NPA): Adroit and Ever Driven

BACKGROUND:

On July 14, 2022, the Board approved the following NPA contracts for transportation and engagement

EverDriven [formerly ALC (American Logistics Transportation Services)]	Transportation for students with IEPs who are eligible	Total cost spent in 2021-22 for all transportation services with exception of GreenCab = \$2,000,928	Trip Items Fees Trip Fee (includes first 12 miles) \$77.25 Per Mile Fee (after the first 12 miles) \$2.78 Additional Fees (as needed/requested): Wheelchair Fee (per student) \$36.05 Car Seat/Safety Vest Fee (per student) \$5.15 Wait Time Fee (per hour, billed in 15 min. increments) \$77.25 Monitor Fee (per hour, 2-hour minimum) \$25.75 No Show or Late Cancel Full Price of Trip 30% on gasoline that exceeds \$3.75 per gallon	\$1,000,000
Adroit	Transportation for students with IEPs who are eligible		Trip Fee (includes first 10 miles) Sedan \$68, Large \$90, Wheelchair Accessible \$100 Additional miles \$2.55 per mile Additional Fees: Safety Equipment \$4, Attendant/Monitor \$40 Wait Time (billed in 15 min. increments) \$60/hr. No show/late cancel - Full price of ride 50% on gasoline exceeds \$5.00 per gallon	\$600,000

Special Education is requesting the Board approve another \$450,000 for EverDriven and \$175,000 for Adroit, totaling \$625,000.

FISCAL IMPLICATIONS:

Net zero. These expenses are within the Special Education allocation of \$1,700,000 for transportation costs for the 2022-23 school year. Some other transportation providers were unable to meet the District's transportation requests and their allocation has been decreased in order to stay within the transportation allocation.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve these changes in order to fulfill Individualized Education Plan (IEP) service agreements.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of the MOU between Health Plan of San Mateo and SSFUSD (SBHIP)

BACKGROUND:

SSFUSD, Redwood City SD, and San Mateo County Office of Education in partnership with Health Plan of San Mateo applied for a grant called Student Behavioral Health Plan Incentive Program (SBHIP). In April 2023, after a 9-month application process, we were notified that SSFUSD along with its partners were awarded the grant in the amount of \$4,406,196.20. SBHIP goals and metrics are associated with targeted interventions that increase access to preventive, early intervention and behavioral health services by school-affiliated behavioral health providers for TK-12 children in public schools. SSFUSD grant period started on January 1, 2023 and ends on December 31, 2023.

The grant focuses on the following four areas:

Behavioral Health Wellness Center Project Plan (SSFUSD and RCSD) (Approximately - \$881,239). The aim of this project is to increase access to behavioral health service for Medi-Cal beneficiaries on or near campus by providing a centralized location for both students and families to services, referrals, and community supports. It is anticipated that this will increase access to preventative and early interventions for a variety of challenges and lower barriers to behavioral services by reducing wait times and access barriers.

Substance Use Disorder Project Plan (SSFUSD and SMCOE) (approximately - \$528,743.64). The aim of this project is: (1) to provide greater access to substance use education for students as well as be an efficient guide in helping students and families seek more intensive treatment, if that is necessary; (2) to provide substance use disorder counseling to all students who are identified as

having challenges around substance use; and (3) increase the number of substance use support programs within schools.

Workforce Expansion Project Plan (SSFUSD, RCSD, and SMCOE) (\$290,808.87). The aim of this project is to increase access to behavioral health supports for Medi-Cal beneficiaries by creating new programs to support youth, specifically by utilizing a Peer Counseling Program (SSFUSD), Promoters Program (RCSD), and extending the amount of time that a youth is served by counselors (SMCOE). This support will include prevention, early intervention, as well as ongoing services.

IT Systems Project Plan (SSFUSD, RCSD, and SMCOE) (\$0). The aim of this project is to increase access to behavioral health services for Medi-Cal beneficiaries provided by a school-affiliated behavioral health provider by creating a referral and claims system to support the needs of students needing referrals to care or school providers to document claim care. The system will support direct referral pathways and sustainable funds for ongoing behavioral health staff and will be accessible at all participating LEAs to house existing mental health services staff and spaces.

FISCAL IMPLICATIONS:

For SBHIP grant, SSFUSD will be awarded approximately \$1,700,791.31 to create Wellness Centers at our high schools, enhance our substance use programs, and create our Peer Counseling programs at our high schools.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with Health Plan of San Mateo to enhance interventions that increase access to preventive, early intervention and behavioral health services in SSFUSD.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MATEO COUNTY OFFICE OF EDUCATION, THE REDWOOD CITY
SCHOOL DISTRICT, AND THE SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT
AND
SAN MATEO HEALTH COMMISSION

This Memorandum of Understanding ("MOU") is made and entered into as of this 16th day of May 2023, by and between the San Mateo County Office of Education ("SMCOE"), the Redwood City School District ("RCSD"), and the South San Francisco Unified School District ("SSFUSD") (collectively, "Providers" or "Local Education Agencies" or "LEAs") and San Mateo Health Commission, dba Health Plan of San Mateo, an independent public agency established by the San Mateo County Board of Supervisors, pursuant to WIC section 14087.51 ("HPSM" and/or "Plan"). HPSM and Provider are sometimes individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, San Mateo Health Commission dba Health Plan of San Mateo is a public entity and is licensed by the California Department of Managed Health Care ("DMHC") as a health care service plan in the State of California pursuant to Knox-Keene Health Care Service Plan Act of 1975, as amended (California Health and Safety Code Section 1340 et seq.), and the regulations promulgated thereunder (collectively, the "Knox-Keene Act"); and

WHEREAS, in 2022 the California Department of Health Care Services ("DHCS") released the Student Behavioral Health Initiative Program ("SBHIP") guidelines to support the design and implementation in accordance with AB 133, Welfare & Institutions Code Section 5961.3; and

WHEREAS, DHCS will provide to California Medi-Cal Managed Care Plans ("MCPs") incentive payments associated with the goals and metrics of targeted interventions that increase access to preventative, early intervention and behavioral health services by school-affiliated behavioral health providers for TK-12 children in public schools through Local Education Agencies and School Districts; and

WHEREAS, Parties wish to set guidelines and incentive payments for Project Plans under SBHIP.

NOW THEREFORE, the Parties agree as follows:

1. **Term.** The Term of this MOU shall begin on January 1, 2023 and shall terminate on December 31, 2024.

2. **Termination.** This MOU may be terminated by any Party, provided that it provides written notice at least 30 days prior to the effective date of the termination. Written notice shall be provided by email and U.S. Mail to the other Party's Liaison designated in accordance with Section 12 of this MOU. In the event of project termination, the Provider shall return funds as directed by HPSM.
3. **Scope.** Develop a collaborative relationship and a cross-system partnership focused on increasing access to behavioral health services in school and school-affiliated settings. In accordance with State law (AB 133, Welfare & Institutions Code Section 5961.3), DHCS is directed to design and implement the Student Behavioral Health Incentive Program ("SBHIP"). Funds are designated over a three-year period (January 1, 2022-December 31, 2024) for incentive payments to MCPs that meet predefined goals and metrics. SBHIP goals and metrics are associated with targeted interventions that increase access to preventive, early intervention and behavioral health services by school-affiliated behavioral health providers for TK-12 children in public schools.
4. **Confidentiality.** Collaboration in support of project(s) may require the exchange of confidential information ("Confidential Information") as may be identified by either Party. HPSM and Providers agree to abide by processes and requirements applicable to the exchange of either Party's respective confidential information, in accordance with applicable state and federal law.
5. **Corrective Action.** In recognition of the need for project flexibility, HPSM may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, for modifying the project terms to facilitate the Providers' compliance with project terms or to adjust project goals and objectives and related payments, as necessary. Such modifications are subject to DHCS review and approval. Provider noncompliance with modified project terms may result in termination of this MOU consistent with Section 2 "Termination".
6. **Provider Responsibilities:**
 - 6.1 **Use of Funding:** Each Provider shall expend project award funds for the purposes of carrying out activities and achieving Milestones as set forth in Exhibit 1 for the following Project Plans:
 - 6.1.1.1 **Behavioral Health Wellness Center Project Plan (SSFUSD and RCSD).**
The aim of this project is to increase access to behavioral health service for Medi-Cal beneficiaries on or near campus by providing a centralized location for both students and families to services, referrals, and community supports. It is anticipated that this will increase access to preventative and early interventions for a variety of challenges and lower barriers to behavioral services by reducing wait times and access barriers.
 - 6.1.1.2 **Substance Use Disorder Project Plan (SSFUSD and SMCOE).** The aim of this project is: (1) to provide greater access to substance use education for students as well as be an efficient guide in helping students and families seek more intensive treatment, if that is necessary; (2) to provide substance use disorder counseling to all students who are identified as having challenges around substance use; and (3) increase the number of substance use support programs within schools.

6.1.1.3 Workforce Expansion Project Plan (SSFUSD, RCSD, and SMCOE). The aim of this project is to increase access to behavioral health supports for Medi-Cal beneficiaries by creating new programs to support youth, specifically by utilizing a Peer Counseling Program (SSFUSD), Promotores Program (RCSD), and extending the amount of time that a youth is served by counselors (SMCOE). This support will include prevention, early intervention, as well as ongoing services.

6.1.1.4 IT Systems Project Plan (SSFUSD, RCSD, and SMCOE). The aim of this project is to increase access to behavioral health services for Medi-Cal beneficiaries provided by a school-affiliated behavioral health provider by creating a referral and claims system to support the needs of students needing referrals to care or school providers to document claim care. The system will support direct referral pathways and sustainable funds for ongoing behavioral health staff and will be accessible at all participating LEAs to house existing mental health services staff and spaces.

6.1.2 Each Provider shall document to HPSM, in a form and manner determined by HPSM, that project activities have been carried out and Milestones have been achieved.

6.1.3 To the extent that a Provider does not or is unable to carry out project activities and achieve Milestones, the Provider shall notify HPSM and return any funds that the Provider may have received related to those project activities or Milestones.

6.1.4 Pending DHCS approval and scoring of Deliverables, the total amount of funds to be expended under this MOU shall not exceed: \$1,762,478 for the Behavioral Health Wellness Center Project Plan; and \$881,239.40 each for up to three individual Project Plans, for a total amount not to exceed \$4,406,196.20.

6.2 Providers will submit deliverables to HPSM in accordance with all deadlines as designated in SBHIP Deliverables Table in Section 6.4. HPSM will complete its quality review to ensure that submissions meet DHCS scoring criteria. Providers will be available for timely revisions and updates as may be requested by HPSM and DHCS.

6.3 Superintendents or designees from each Provider will participate in monthly project planning meetings for calendar year 2023 and 2024 and quarterly partnership meetings for calendar years 2023 and 2024.

6.4 SBHIP Deliverables Table:

<u>SBHIP Deliverables Table</u>		
<u>Deliverables**</u>	<u>Due Dates*</u>	<u>Report Send to</u>
Project Plan standard timeline (Milestone One)	Due to HPSM December 1, 2022	Courtney.Sage@hpsm.org or Designee
Bi-Quarterly Report first submission	Due to HPSM June 1, 2023	Courtney.Sage@hpsm.org or Designee
Bi-Quarterly Reports second submission	Due to HPSM January 1, 2024	Courtney.Sage@hpsm.org or Designee
Bi-Quarterly Reports third submission	Due to HPSM June 1, 2024	Courtney.Sage@hpsm.org or Designee
Project Outcome Report (Milestone Two)	Due to HPSM September 1, 2024	Courtney.Sage@hpsm.org or Designee

* Due Dates are subject to change pending guidance from DHCS.

** Deliverables are subject to change pending guidance from DHCS

7. Practice Redesign and Infrastructure Development:

7.1. The Provider will implement the practice redesign and infrastructure development components set forth in the SBHIP Application, Milestones, and Metrics. The overview of SBHIP can be found on DHCS's website at:

(<https://www.dhcs.ca.gov/services/Pages/studentbehavioralheathincentiveprogram.aspx>)

7.2. The Provider will shall report to HPSM on the progress of the project's practice redesign and infrastructure development by the Due Dates listed in Section 6.4 "SBHIP Deliverables Table" in a format and process specified or as otherwise agreed upon by HPSM.

8. DHCS Scoring, Funding, and Distribution of Funds:

8.1. The SBHIP Funding Table below shows the percentage scoring threshold that each Provider must reach in order to be awarded corresponding funding.

<u>SBHIP Funding Table</u>		
<u>Deliverables</u>	<u>DHCS Scoring Threshold</u>	<u>SBHIP Funding Status</u>
Project Plan (Milestone One)	0%-99% of available points for the deliverable	No funding awarded
	100% of the available points for the deliverable	Up to 50% of Project Plan allocation
Bi-Quarterly Reports (three separate submissions/project plan)	0%-99% of available points for the deliverable	No funding awarded
	100% of the available points for the deliverable	Up to 75% of remaining Project Plan allocation

Project Outcome Report (Milestone Two)	0%-79% of available points for the deliverable	Partial funding, calculation of remaining percentage of Project Plan allocation
	80%-100% of available points for the deliverable	Remaining percentage of Project Plan allocation

8.2. Following submission of each Deliverable above, DHCS is expected to report planned distribution amounts based on scoring for each Deliverable.

The initial plan for distribution of funds received by DHCS follows:

Project Plans	Maximum SBHIP Funds	Quarter 2 of 2023	Quarter 4 of 2023	Quarter 2 of 2024	Quarter 4 of 2024	Quarter 2 of 2025
Reporting	N/A	Milestone One (50% of total)	Bi-quarterly (tbd dhcs)*	Bi-quarterly (tbd dhcs)*	Bi-quarterly (tbd dhcs)*	Bi-quarterly (tbd dhcs)*
Behavioral Wellness Centers	\$1,762,478	50% SSFUSD/ 50% RCSD	50% SSFUSD/ 50% RCSD	50% SSFUSD/ 50% RCSD	50% SSFUSD/ 50% RCSD	50% SSFUSD/ 50% RCSD
Substance Use Disorder	\$881,239.40	60% SSFUSD/ 40% SMCOE	60% SSFUSD/ 40% SMCOE	60% SSFUSD/ 40% SMCOE	60% SSFUSD/ 40% SMCOE	60% SSFUSD/ 40% SMCOE
Workforce Expansion	\$881,239.40	33% SSFUSD/ 33% RCSD / 33% SMCOE	40% SSFUSD/ 40% RCSD/ 20% SMCOE	40% SSFUSD/ 40% RCSD/ 20% SMCOE	40% SSFUSD/ 40% RCSD/ 20% SMCOE	40% SSFUSD/ 40% RCSD/ 20% SMCOE
IT Systems	\$881,239.40	SMCOE	SMCOE	SMCOE	SMCOE	SMCOE

Within 30 days of receiving notice of DHCS's report of planned distribution amounts, SMCOE will confirm in writing to HPSM, copying participating LEAs, whether the initial plan for distribution of funds above still applies and/or report any agreed-upon changes to the distribution allocations. The written update will include confirmation that all impacted LEAs are in agreement with any changes.

Within 30 days of receiving funds from DHCS and written confirmation of the distribution plan from SMCOE, whichever is later, HPSM will release the funds to SMCOE.

8.3. Within 30 days of receiving funds from HPSM, SMCOE shall issue payment to RCSD and SSFUSD in accordance with the distribution plan confirmed in writing to HPSM.

9. **Monitoring.** HPSM will collect and evaluate all information related to implementation of the Provider's project(s) for the purposes of ensuring progress toward the Provider's goals and objectives, reporting to DHCS and other objectives as set forth in Section 6.4 "SBHIP Deliverables Table" and Exhibit 1 "SBHIP" of this MOU.

10. **Reporting to DHCS.** HPSM will report to DHCS on the project status as specified in the terms of Exhibit 1 "SBHIP".

11. **Measure Reporting.** The Provider will report Deliverables to HPSM consistent with the specifications required by the respective Threshold listed in Section 8.
12. **Liaison.** HPSM and Provider will each designate a liaison(s) to serve as a point of contact for activities performed related to this MOU.
13. **MOU Monitoring.** HPSM and Provider will meet on a mutually agreed upon frequency, or upon request to monitor the performance of Parties' responsibilities related to this MOU.
14. **Dispute Resolution.** If there is a dispute that cannot be resolved by the parties through Section 13 "MOU Monitoring," either Party can submit a request for resolution to DHCS. A Party shall give the other Party at least ten business days of notice, in writing, of its intent to submit such a request for resolution.

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15. The Parties certify that the individuals signing below have the authority to execute this MOU on behalf of their respective organizations.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of May 16, 2023.

Attest:

San Mateo County Office of
Education

Executed by:

Signature

Print Name

Date

Redwood City School District

Executed by:

Signature

Print Name

Date

Health Plan of San Mateo

Executed by:

Authorized Signature for Health Plan of San
Mateo

Date

South San Francisco Unified School
District

Executed by:

Signature

Print Name

Date

Exhibit 1

Student Behavioral Health Incentive Program (SBHIP)

SBHIP Deliverables Checklist

SBHIP Letter of Intent

- Letter of Intent (Signed and executed)

SBHIP Partner Selection

- LEA Selected Partners Form

SBHIP Assessment Package Deliverables (to be submitted as an assessment package)

- Stakeholder Meetings (Signed attestation)
- Data Collection Strategy (Data Collection Template)
- Completed Assessment Template
- Resource Map (LEA(s) and Community) (Resource Template if needed)
- Referral Processes (LEA(s) and Community)

SBHIP Project Plan (Milestone One) Deliverable

- Project Plan Template

SBHIP Bi-Quarterly Report

- Bi-Quarterly Reports

SBHIP Project Outcome Report (Milestone Two) Deliverable

- Project Outcome Report Template

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TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

ADMINISTRATIVE APPOINTMENT 2023-2024

Nguyen, Kathie, will be placed at Parkway Heights Middle School as an Assistant Principal on a Probationary contract effective July 1, 2023.

CERTIFICATED CONTRACT 2023-2024

Tai, Sammantha, will be placed at Parkway Heights Middle School on a Probationary contract effective August 7, 2023. Salary placement F -12C

Olgun, Ceren, will be placed at Sunshine Gardens Elementary on a Probationary contract effective August 7, 2023. Salary placement C – 1

Gonzalez, Estreya, will be placed at Parkway Heights Middle School on a Temporary contract effective August 7, 2023. Salary placement C – 1

Prasad, Anthony, will be placed at the Special Education Department on a Probationary contract effective August 7, 2023. Salary Placement SLP – 1

Hoffmann, Silvana, will be placed at the Special Education Department on a Probationary contract effective August 7, 2023. Salary placement SLP – 2

Dichiacchior, Joshua, will be placed at Parkway Heights Middle School on a Probationary contract effective August 7, 2023. Salary placement F – 12B

Beam, Sydney, will be placed at the Spruce Elementary School on a Temporary contract effective August 7, 2023. Salary placement C – 1

Willis, Brody, will be placed at El Camino High School on a Temporary contract effective August 7, 2023. Salary placement C – 1

Guerrero, Juliana, will be placed at South San Francisco High School on a Temporary contract effective August 7, 2023. Salary placement C – 1

Markham, Lauren, will be placed at Spruce Elementary School on a Temporary contract effective August 7, 2023. Salary placement C - 5

Jeronimo, Joan, will be placed at Alta Loma Middle School on a Probationary contract effective August 7, 2023. Salary Placement C – 1

Pappas, Samantha, will be placed at El Camino High School on a Probationary contract effective August 7, 2023. Salary placement F- 9

Sullivan, Timothy, will be placed at El Camino High School on a Probationary contract effective August 7, 2023. Salary placement C – 3

Haywood-Barradas, Maeghan, will be placed at South San Francisco High School on a Probationary contract effective August 7, 2023. Salary placement C – 5

Mack, Kyle, will be placed at South San Francisco High School on a Probationary contract effective August 7, 2023. Salary placement C – 1

Baltazar, Anne, will be placed at Los Cerritos Elementary School on a Temporary contract effective August 7, 2023. Salary placement C – 1
Galkowski, David, will be placed at Westborough Middle School on a Probationary contract effective August 7, 2023. Salary placement C – 1

Caruso, Christine, will be placed at Los Cerritos Elementary School on a Temporary contract effective August 7, 2023. Salary placement E - 12E

Baldwin, Richard, will be placed at Martin Elementary School on a Temporary contract effective August 7, 2023. Salary placement E – 9

CERTIFICATED TEMP REHIRE 2023-2024

Hong, Selene, a School Based Mental Health Therapist at the Special Education Department effective August 7, 2023

Sandoval-Orozco, Melida, a Teacher at Parkway Heights Middle School effective August 7, 2023

Orozco, Valeria, a Teacher at Juniper Serra Elementary School effective August 7, 2023

Del Campo, Derick, a Teacher at El Camino High School effective August 7, 2023

Nguyen, Natassja, a Teacher at El Camino High School effective August 7, 2023

Diaz, Michael Anthony, a Teacher at El Camino High School effective August 7, 2023

RETIREMENT

Rodriguez, Richard a teacher at Alta Loma Middle School effective May 30, 2023

Forsell, Christine, a teacher at South San Francisco High School effective August 3, 2023

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Mayorga, Rustin, Grounds Maintenance Worker, District Office/Facilities, 8 hours per day, Range 38, step 2, effective May 30, 2023

RESIGNATION

Ibanez, Sergio, Paraprofessional I - Bilingual, Parkway Heights Middle School, 6.0 hours per day, Range 25, Step 5, effective May 24, 2023.

Fong, Hilda, Library Media Assistant, Monte Verde Elementary School, 3.5 hours per day, Range 30, Step 4, effective May 26, 2023.

~~**Martin, Samantha**, Office Assistant, Hillside Preschool, 4.0 hours per day, Range 30, Step 5, effective June 30, 2023.~~

Martin, Samantha, Office Assistant, Hillside Preschool, 4.0 hours per day, Range 30, Step 5, effective May 26, 2023.

Virgen, Jennifer, Paraprofessional I - Bilingual, Buri Buri Elementary School, 6.0 hours per day, Range 25, Step 4, effective May 31, 2023.

Azucena, Nyrill, Office Assistant, Junipero Serra Elementary School, 3.0 hours per day, Range 30, Step 5, effective June 2, 2023.

Azucena, Nyrill, Paraprofessional I, Junipero Serra Elementary School, 3.0 hours per day, Range 25, Step 5, effective June 2, 2023.

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: June 8, 2023

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of May 2023.

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 MAY 2023.**

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

\$550 from Cindy Leung to Ponderosa Elementary School in support of student and school needs.

\$5,000 from Monte Verde PTA to Monte Verde Elementary School in support of student and school needs, for use under the principal's discretion.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 8, 2023

RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

\$3,956.62	ENGIE Services US, Inc. - Provide all labor, materials and equipment needed to replace main DPCB-7 control board in PVS-75 Satcon inverter at the Skyline Elementary site. Commencing May 2023.
\$4,500	School Services of California - Renewal of annual agreement to obtain assistance from professionally and specially trained consultants regarding issues of school finance, legislation, school budgeting, and general fiscal issues. Commencing July 1, 2023 through June 30, 2024.
\$15,160	Dan's Drilling & Fencing - District facilities will be working with contractor to provide selective demolition of the Parkway Heights' baseball backstop and damaged fence from fallen tree. Contractor is to extend and heighten fencing and install baseball netting. Commencing June 5, 2023.
\$10,500	HA Architects - Roofing plans and details, specification, coordination and site reviews for the Westborough site. Commencing May 2023.

\$2,340	HA Architects - Design and construction observation to repair dry rot in walls and around door openings in three toilet buildings. Services include demolition for the repair of the toilet pods, uncovered dry rot in walls, sills and around door openings. Design structural repairs and additional waterproofing to repair dry rot. Commencing May 2023.
\$3,900	HA Architects - Demolition for the repair of the toilet pods due to discovery of unusual site conditions that had allowed water to pool under the toilet pod floors, including through the existing foundations. Vendor has detailed new foundation drains, trenches, and additional waterproofing to mitigate the condition. Commencing May 2023.

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: Ted O, Assistant Superintendent – Business Services
Robert Chan, Director of Nutrition Services

DATE: June 8, 2023

RE: Approval of Dairy Products Award for 2023-24

BACKGROUND:

The South San Francisco Unified School District issued a Request for Proposal (IFB #01-23) for the distribution of Dairy Products for 2023-24.

The District only received one proposal from Producers' Dairy in the amount of \$186,708.56. Producers' Dairy is the current distributor for SSFUSD Dairy Products for 2022-23, staff are pleased with their service.

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrances of the Nutrition Services Fund in the amount of **\$186,708.56**.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the award for the distribution of dairy products from Producers' Dairy, for the 2023-24 school year, in the amount of \$186,708.56.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Robert Chan, Director of Nutrition Services

DATE: June 8, 2023

RE: Approval of Fresh Produce Award for 2023-24

BACKGROUND:

The South San Francisco Unified School District issued a Request for Proposal (RFP #01-23) for the purchase of Fresh Produce for 2023-24.

Proposals were received from two companies: Gold Star Foods and Daylight Foods.

The evaluation criteria were as follows:

1. Service, satisfaction and previous performance (20 points)
2. Ability to deliver within District's needs (20 points)
3. Safety Records and Controls (10 points)
3. Technology and reports (10 points)
4. Local sourcing (15 points)
5. Reporting and tracking mechanisms (5 points)
6. Pricing (25 points)

After reviewing the proposals submitted, staff is recommending to award the items in the various categories based on the dollar value outlined below:

Gold Star Foods	\$35,038.13
Daylight Foods	\$29,311.44
TOTAL	\$64,349.57

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrances of the Nutrition Services Fund in the amount of **\$64,349.57** for the forthcoming 2023-24 fiscal year.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the award for fresh produce from Gold Star Foods and Daylight Foods, for the 2023-24 school year, in the amount of \$64,349.57.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Robert Chan, Director of Nutrition Services

DATE: June 8, 2023

RE: Approval of Commercial Foods and Supplies Award for 2023-24

BACKGROUND:

The South San Francisco Unified School District issued a Request for Proposal (RFP #02-23) for the purchase of Commercial Foods (non-commodity items) and Supplies for 2023-24.

Pricing was requested for items broken down into 9 food categories (Beverages-Shelf Stable; Bread Products; Breakfast; Cereals; Dry Goods; Dairy Products; Lunch; Frozen & Refrigerated Items and Snacks). Paper Supplies were categorized into 5 categories (Paper; Plastic; Aluminum Foil and Trays; Food Service Preparation & Other Supplies and Cleaning Supplies). Proposals were received from five companies: The Danielsen Co, Sysco, Gold Star Foods, Individual Foodservice and P&R Paper Supply Company.

The evaluation criteria were as follows:

1. Small Business and Minority, Woman, and Disabled Veteran Business Enterprise (MWDVBE) (5 points)
2. Customer service and references (25 points)
3. Experience, competence, and Responsiveness (20 points)
3. Responsibility and Business Sustainability (20 points)
4. Food Safety- HACCP and Plant Security (10 points)
5. Cost (50 points)

After reviewing the proposals submitted, staff is recommending to award the items in the various categories based on the dollar value outlined below:

	Food	Paper	Total
Danielsen	\$240,773.38	N/A	\$240,773.38
Gold Star Foods	\$178,061.58	N/A	\$178,061.58
P&R	N/A	\$19,826.65	\$19,826.65
IFS	N/A	\$32,107.70	\$32,107.70
Sysco	N/A	N/A	N/A
TOTAL	\$418,834.96	\$51,934.35	\$470,769.31

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrances of the Nutrition Services Fund in the amount of **\$470,769.31** for the forthcoming 2023-24 fiscal year.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the award for commercial foods and supplies, in the various categories outlined above, for the 2023-24 school year, in the amount of \$470,769.31.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Robert Chan, Director of Nutrition Services

DATE: June 8, 2023

RE: Approval of Distribution of Processed USDA Foods Award for 2023-24

BACKGROUND:

The South San Francisco Unified School District issued a Request for Proposal (RFP #03-23) for the distribution of Processed USDA Foods for 2023-24.

The District received two proposals from Gold Star Foods and Sysco. Sysco's proposal is not considered due to minimum documentation requirement not met. Gold Star Foods submitted their proposals in the amount of **\$520,813.10**. Gold Star Foods is the current distributor for SSFUSD Processed USDA Foods for 2022-23, staff is pleased with their service.

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrances of the Nutrition Services Fund in the amount of **\$520,813.10**.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the award for processed foods from Gold Star Foods, for the 2023-24 school year, in the amount of \$520,813.10.

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

Ted O, Assistant Superintendent, Business Services

DATE: June 8, 2023

RE: 2023-24 Local Control Accountability Plan (LCAP)

BACKGROUND:

The Local Control Accountability Plan (LCAP) is a component of the Local Control Funding Formula (LCFF) and all Local Education Agencies (LEAs) are required to prepare an LCAP. This plan describes how districts intend to meet annual goals for all students with specific activities to address state and local priorities.

There are 8 state priorities that the LCAP Goals must address – student achievement, student engagement, student outcomes, school climate, parental involvement, basic services, implementation of common core, and course access. In addition, they must focus on what actions/services or programs we believe will best support students in their learning. The emphasis, however, needs to show how we will support our unduplicated student groups, which are low SES students, our foster youth students, and our English Learner students. In addition to our unduplicated students, state and local measures have also demonstrated a significant gap among additional student subgroups. SSFUSD will also support student subgroups of African American, Hispanic/Latino/a, Pacific Islander, Special Education, and Homeless.

For the 2023-24 LCAP, the goals are as follows:

GOAL 1

The District will provide a high quality curricular program for students that will raise student proficiency on the California Common Core State Standards as measured by overall academic achievement on State

assessments, CA Dashboard results, interim assessment data and ELPAC/reclassification data.

GOAL 2

Identified classified, certificated, and administrative staff will participate in professional development to create capacity and expertise in curriculum program implementation based on the development of scope and sequence as measured by walkthrough observations and other evidence (artifacts and student work).

GOAL 3

Improve parent school engagement through an increase in participation in site and District parent groups such as SSC, DELAC, ELAC, AAPAC as well as in other parent meetings as measured by attendance sign in sheets.

GOAL 4

The District will provide a high quality curricular program for students with disabilities that will raise student proficiency on the California Common Core State Standards as measured by overall academic achievement on State assessments, CA Dashboard results, interim assessment data and ELPAC/reclassification data.

In all goals, we strive to operate through the lens of equity and will intentionally plan shifts in the way we analyze data, implement programs, and monitor and measure our progress. This will enable us to truly assess what works for students and what does not, so we can provide them with what they need.

As of June 8, the LCAP remains in draft form, and revision and refinement will occur before the June 22 Board meeting for final review and approval.

FISCAL IMPLICATIONS:

The supplemental dollars for the LCAP are approximately \$7.7 million dollars.

RECOMMENDATION:

For public hearing and information and discussion only.

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: June 8, 2023

RE: Public Hearing on 2023-24 Preliminary Budget

BACKGROUND:

Pursuant to Education Code (EC) 52062(b)(1), school districts are required to hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP). Both this public hearing shall be held at the same Board meeting as the public hearing required by EC 42127(a)(1) for the Budget to be adopted in the subsequent fiscal year, which states that on or before July 1 of each year, the Governing Board of each school district shall accomplish the following:

- Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The budget to be adopted shall be prepared in accordance with Section 42126. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.
- Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first. The Governing Board shall file that budget with the County Superintendent of Schools. That budget and supporting data shall be maintained and made available for public review.

Current Status:

The 2023-24 budget is developed based on a set of assumptions and the most up-to-date information available. Depending on the impact, the school district has 45 days from the date the State budget is enacted to make revisions to its Adopted Budget.

The District's General Fund, which is the largest and most important operating fund in the District, is made up of unrestricted and restricted funds. The Unrestricted General Fund is used for general education expenses such as classroom teacher and other employee salaries and instructional materials and supplies. Restricted funds are accounted separately because they are earmarked dollars and must be used for specific purposes. Restricted General Fund is used for specific state, federal, and local categorical programs, such as special education, Title I, Title II and Title III. Some of these restricted funds may be one-time while others are on-going.

For the General Fund in 2023-24, total projected revenues (including Transfers In) are approximately \$144.8 million and projected expenditures (including Transfers Out) are approximately \$152.9 million. The projected ending fund balance in 2023-24 is \$25.1 million. This amount is before the State required and District designations are taken out.

Multi-Year Projection:

Districts are required to prepare a multi-year budget projection to determine if the school district will be able to meet its financial commitments for the two projected out-years, 2024-25 and 2025-26. The assumptions used and the ending fund balance for these two years will be shown in the presentation at the next scheduled meeting.

Based on these assumptions, the District will be able to meet its financial commitments for 2023-24 and the two succeeding years.

RECOMMENDATION:

For public hearing and information and discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 8, 2023

RE: Board of Trustees Compensation

BACKGROUND:

Monthly Trustee Compensation

Section 35120 of the California Education Code and Board Bylaw 9250 set forth the authorities regarding compensation to be paid to members of the District's Board of Trustees. Specifically, those authorities, read together, provide that in districts with an average daily attendance of 10,000 or fewer students (but more than 1,000), trustees are entitled to receive compensation that does not exceed \$240 per month. California Ed. Code sec. 35120(a)(8). (Board members' monthly compensation is proportionally decreased for any unexcused absences during a given month.) The law also provides that the Board may annually increase the monthly compensation for Board members by an amount not exceeding 5% of the then-current monthly compensation, per Cal. Educ. Code sec. 35120(e).

Since the 2021-22 fiscal year, the Board has approved a yearly 2% increase in their compensation. For the 2020-21 fiscal year no increase was approved due to the pandemic. In the June 9, 2022 Board meeting, Trustees approved a two percent compensation increase. Their current compensation is \$444.34 per month. As a reminder, this year staff received a 5% increase. Should the Board approve a five percent increase for the fiscal year 2023-24, their compensation would be \$466.56 per month.

Mileage Stipend

Staff has also noted, in reviewing Trustee compensation practices, that Trustees presently receive a monthly stipend of \$100 for mileage expenses. Section 35044 of the Education Code and Board Bylaw 35044 provide that Trustees are entitled to be reimbursed for payment of travel expenses when performing authorized services for the District. Again, in order to confirm the Board's intent regarding this stipend, staff seeks Board action to authorize the payment of this mileage stipend for the fiscal year 2023-24.

FISCAL IMPLICATIONS:

If the Board of Trustees approves a five percent increase to their current monthly compensation, they would receive \$466.56 per month for the 2023-24 fiscal year. The Board of Trustees may also approve the continuation of a monthly \$100 stipend for mileage expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreed upon percent increase for Board monthly compensation and the continuation of a monthly \$100 stipend for mileage expenses as allowable per SSFUSD's Board Bylaw 9250 regarding Trustee compensation and section 35120 of the California Education Code for the fiscal year 2023-24.

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: June 8, 2023

RE: Approval of Skyline Middle College MOU for 2023-24

BACKGROUND:

The District has been working collaboratively with the Skyline Middle College program for the past few years. Budgeting will allow 70 Students in 11th and 12th grade eligible to enroll in the program. Moving forward, the District would like to continue the partnership with the Skyline Middle College program.

FISCAL IMPLICATIONS:

The District will fund each student enrolled in the Skyline Middle College Program at \$7,038 per student, to be paid using General Fund, as described and budgeted in the 2023-24 LCAP. The total program cost is dependent on student enrollment and will be adjusted accordingly. The San Mateo Community College District will fund all costs not covered by the Districts funding provided.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with Skyline Middle College for 2023-24 with the cost of \$7,023.00 per student as presented, to be paid from General Funds and budgeted in the 2023-24 LCAP.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT
WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR MIDDLE COLLEGE AT SKYLINE COLLEGE
2023-24**

This Agreement is entered into this **1st day of July 2023**, by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "SMCCCD") and South San Francisco Unified School District, a unified school district formed and existing under the laws of the State of California, having its business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SSFUSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SSFUSD. It will be established as an alternative program of choice between the SSFUSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.
2. **EDUCATION CODE AND WAIVERS.** SSFUSD will seek, apply for, and obtain all necessary waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SSFUSD.
3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SSFUSD or his/her designee(s); Skyline College Vice President of Instruction or his/her designee(s); and the SMCCCD MCSC Director (hereinafter called "MCSC Director"). The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.
 - a. The SSFUSD designee will report to the SSFUSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring potential students and promoting MCSC.

- b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.
- c. The MCSC Director and the Director of Educational Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

- 4. SSFUSD will fund each student enrolled in MCSC at \$7038 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SSFUSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.
 - a. Students are admitted to MCSC program for the fall and spring semester. Should a SSFUSD student not complete a full semester, the SSFUSD will pay half of the annual cost per student. Should a SSFUSD student complete one semester, but not a second semester, the SSFUSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.

5. REMUNERATION FOR SERVICES.

SMCCCD will invoice in December 2023 and May 2024, the bills are due in January 2024 and June 2024.

- a. SSFUSD, upon receipt of a detailed invoice, should process payment to the following:

SMCCCD: San Mateo County Community College District,

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2023 and terminate on June 30, 2024. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.
7. **TERMINATION OF CONTRACT.** SMCCCD may terminate for cause this Agreement, by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SSFUSD within 60 days of the end of the current term so as not to interrupt student learning.

SSFUSD may terminate for cause this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SMCCCD within 60 days of the end of the current term so as not to interrupt student learning.

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:
 - a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SSFUSD.
 - b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SSFUSD Curriculum and Instructional staff that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.
 - c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the

program.

- d. SMCCCD will also provide a 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.
- e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SSFUSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

9. **PREMISES.** Subject to the terms and conditions set forth in this Agreement and during the term of the Agreement, SMCCCD will provide MCSC with space at Skyline College for classrooms, as well as staff and office space for all MCSC events.

Further, SMCCCD will provide MCSC with office supplies and outreach materials, as well as access to copy machines for instructional purposes.

10. **DISCLOSURES.** SSFUSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:
- a. MCSC is an alternative program of choice offered by the SSFUSD to its students. A maximum of 35 seats per grade level attending SSFUSD high schools will be reserved on an annual basis. SSFUSD may have additional seats as they are available in the 11th and/or 12th grade cohorts.
 - b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SSFUSD. Such faculty are not agents of SSFUSD.
 - c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.

- d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.
- e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.
- f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SSFUSD and SMCCCD in their respective student hand books.
- g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

- 11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SSFUSD that is consistent with the waivers, if any; being requested from the SSPI by SSFUSD.
- 12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SSFUSD will provide MCSC staff access to SSFUSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

- 13. **CURRICULUM.** The goal of the partnership is to offer a seamless transition between high school to post-secondary education that promotes: (1) academic preparation for applying in the 12th grade to four-year colleges/universities; and/or (2) academic preparation for transferring from Skyline College to four-year colleges/universities; and/or (3) academic preparation for an Associate degree and/or (4) academic preparation for career technical education certificate. The following pathways are as follows:

- a. **A-G College Entrance Requirements**
This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.
 - b. **CSU General Education – Breadth Certification**
This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.
 - c. **Intersegmental General Education Transfer Curriculum (IGETC)**
This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.
 - d. **Associate Degree & Career Technical Education Certificate**
This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.
14. **INSTRUCTION.** Instruction under this agreement will be provide for an enrollment of up to 35 students in the 11th and 35 students in the 12th grades. All courses will be conducted on the Skyline College campus.
- a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.
 - b. The instructional calendar will be based on 180 school days.
 - c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.
 - d. Skyline College will provide all students with the academic support

services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 11.0 college units.

- e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.
 - f. SSFUSD will accept courses for high school credit by the beginning of the subsequent semester.
 - g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SSFUSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SSFUSD teacher requirements.
 - h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SSFUSD.
- a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.
 - b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.
 - c. Students will receive \$250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than \$250.
 - d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.

- e. SMCCCD will provide the same resources and services to MCSC students that are available to all Skyline College students including counselling, library and Learning Center resources.

GENERAL PROVISIONS

- 16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.
- 17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.
 - a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.
 - b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.
 - c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC Staff to use to inform any adult who may come looking for them.
- 18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SSFUSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SSFUSD. An annual audit of the MCSC program will be submitted by SSFUSD to the SSPI.
 - a. Permanent records of student attendance, grades and achievement will be maintained by SSFUSD for SSFUSD students who enroll in a

course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.

- b. Each party shall maintain records pertaining to this AGREEMENT as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

19. **ENROLLMENT/ELIGIBILITY.** Participation at MCSC is through application, interview and selection only. Admitted students are considered concurrently enrolled college students (as defined by state law related to community college), with all the benefits and responsibilities of all other Skyline College student.

- a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SSFUSD will jointly ensure that each applicant accepted has met all the enrollment requirements.
- b. SSFUSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.
- c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

20. **RELATIONSHIP OF THE PARTIES.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as SMCCCD may specify in writing, SSFUSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SSFUSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SSFUSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SSFUSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this

Agreement to bind SSFUSD to any obligation whatsoever. SSFUSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.

21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.
22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, termination or other terms and conditions of employment of its own employees. SSFUSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SSFUSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SSFUSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SSFUSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SSFUSD.
23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.
24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SSFUSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. SMCCCD personnel policies shall be made available to

SSFUSD upon request.

25. **NOTICES.** Any notice required to be given or delivered to the other shall be in writing and addressed to the parties at the addresses provided below parties at the addresses provided below

College District
San Mateo County Community College District
Richard Storti, Executive Vice Chancellor of Administrative Services
3401 CSM Drive
San Mateo, CA 94402

SSFUSD
South San Francisco Unified School District
Keith Irish
Assistant Superintendent for Educational Services & Categorical Programs
398 B Street,
South San Francisco, CA 94080

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
27. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries, parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.
29. **SEVERABILITY.** Should any part of this Agreement be declared through a

final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.
31. **LIABILITY AND INSURANCE.** SSFUSD shall be responsible for all damages to persons or properties that occur as a result of SSFUSD's or SSFUSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

SSFUSD and SMCCCD shall each take out and maintain during the life of this Agreement such liability insurance as shall protect them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either of the agencies or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- 30.1 **Required Coverage.** SSFUSD and SMCCCD shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or the SSFUSD Superintendent, as the case may be.

Comprehensive General Liability and Property Damage insurance including:

- a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and

c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) I O or better.

30.3 **Endorsements and Certificates of Insurance.** San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SSFUSD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. South San Francisco Unified School District, its Officers, Agents, and Employees must be named by endorsement on SMCCCD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insureds.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SSFUSD's Superintendent and the SMCCCD's Chief Financial Officer prior to the commencement of work under this Agreement. The certificates shall provide that if the policy or policies be canceled by the insurance company or by SSFUSD or SMCCCD, as the case may be, during the terms of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to SSFUSD's Superintendent or SMCCCD's Chief Financial Officer as the case may be. The certificates shall also show the information that the San Mateo County Community College District is named on SSFUSD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured and that the SSFUSD is named on SMCCCD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. With respect to insurance procured by the SSFUSD, certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. With respect to insurance procured by the SMCCCD, certificates shall clearly state that "The South San Francisco Unified School District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by SSFUSD.

32. **WORKERS' COMPENSATION INSURANCE.** SSFUSD and SMCCCD shall each have in effect, during the full term of this Agreement, Workers'

Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, both parties certify awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Each Party Initials (if applicable)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Each Party Initials (if applicable)

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

33. **MUTUAL HOLD HARMLESS**

- a. SMCCCD shall indemnify, hold harmless and defend the SSFUSD trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMCCCD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- b. SSFUSD shall indemnify, hold harmless and defend SMCCCD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SSFUSD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not

apply to acts of willful negligence or illegal actions.

- c. In the event of the concurrent negligence of SSFUSD and/or its officers and/or employees and SMCCCD and/or its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's theory of comparative negligence as presently established or as may hereafter be modified.

- 34. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal portion of the expenses of the mediator.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

- 35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SSFUSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
- 36. **GOVERNING LAW AND VENUE.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.
- 37. **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document

are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.
39. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SSFUSD, SMCCCD fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of SMCCCD to be performed, kept, and observed, SSFUSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SSFUSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SSFUSD may deem proper.
41. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT**

By: _____

Richard Storti

Executive Vice Chancellor of
Administrative Services

Date:

Federal Tax Payer Identification Number:
(EIN) 94-3084147

**SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT**

By: _____

Name: Ted O

Assistant Superintendent, Business

Date:

Federal Tax Payer Identification Number
(EIN): 94-308

Appendix A

Case	Description	Total Charge to HS
1	Student completes two terms	\$ 7,038
2	Student enrolls in Fall term and does not complete.	\$ 3,519
3	Student completes only Fall term, does not enroll Spring	\$ 3,519
4	Students completes only Fall, withdraw Spring <u>after</u> drop period	\$ 7,038
5	Student completes only Fall, withdraw <u>during</u> drop period	\$ 3,519
6	Student enrolls in Spring only and completes Spring only	\$ 3,519
7	Student enrolls in Spring only and does not complete Spring only	\$ 3,519
8	Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 <u>plus</u> 6 or 7.)	\$ 7,038

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of the Agreement with Qualtrics for the 2023-24 school year.

BACKGROUND:

Qualtrics will provide SSFUSD with services that will allow authorized users to enter, amend, use, delete or otherwise process personal data. This agreement will also include a licensed contractor through the implementation of an agreed-upon project, CESA 6 consultants will train identified District staff on the Qualtrics platform, including the integration of XM directory, survey design and deployment, and dashboard integrations.

FISCAL IMPLICATIONS:

The financial impact of \$33,757.52 and the CESA 6 Consultant fee of \$4,800 will be funded with the ESSER III Funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement/consultant with Qualtrics for the 2023-24 school year in the amount of \$38,557.52.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of the Adoption of SAVVAS Digital High and Middle School Math for the 2023-24 School Year

BACKGROUND:

SAVVAS offers a high-quality mathematics digital program, rigorous, standards-aligned math lessons combine with interactive curriculum design to make math more accessible and personalized for all students.

FISCAL IMPLICATIONS:

Middle Schools	Digits MS 2015 and ALG 1 MS 2015	\$36,423.00
High Schools	Digits Algebra 1, Geometry, Algebra 2 California Common Core Edition	\$57,148.00
Alta Loma	Algebra 1 workbooks	\$719.40
Westborough	Digits and Algebra 1 workbooks	\$2,757.70
	Grand total	\$97,048.11

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the adoption of SAVVAS digital high and middle school math for the 2023-24 school year in the amount of \$97,048.11

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

e-Form: <http://support.savvas.com/support/s/contactsupport>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://worktext-subscriptions.savvas.com/>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

Professional Services: All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).



Ms. Liz Luaulu
INSTRUCTIONAL MEDIA SVCS DIR
South San Francisco Unified SD
398 B St
S San Fran, CA 94080-4423
United States

Quote Number: 230986-2
Quote Creation Date: 05-19-2023
Quote Expiration Date: 09-30-2023

Quote Release: 2

MS CA Digits_HS AGA_Digital Extension

Price Quote Summary

Solution	Base Amount	Total
High School Math	\$ 57,148.00	\$ 57,148.00
digits	\$ 36,423.00	\$ 36,423.00
Solution Subtotal	\$ 93,571.00	\$ 93,571.00
Shipping & Handling		\$ 0.00
Total		\$ 93,571.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
High School Math				
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 1				
9781418404505	HIGH SCHOOL MATH 2015 CALIFORNIA COMMON CORE ALGEBRA1 DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 8/9	28.00	832	\$23,296.00
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 1 Subtotal				\$ 23,296.00
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 2				
9781418404512	HIGH SCHOOL MATH 2015 CALIFORNIA COMMON CORE ALGEBRA 2 DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 10/11	28.00	606	\$16,968.00
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 2 Subtotal				\$ 16,968.00

ISBN	Description	Price	Charged Qty	Total Charged
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Geometry				
9781418404529	HIGH SCHOOL MATH 2015 CALIFORNIA COMMON CORE GEOMETRY DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 9/10	28.00	603	\$16,884.00
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Geometry Subtotal				\$ 16,884.00
High School Math Subtotal				\$ 57,148.00
digits				
digits for California (c)2015 - Grade 6				
9781418397128	DIGITS CALIFORNIA STUDENT DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 6	19.00	582	\$11,058.00
digits for California (c)2015 - Grade 6 Subtotal				\$ 11,058.00
digits for California (c)2015 - Grade 7				
9781418397135	DIGITS CALIFORNIA STUDENT DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 7	19.00	606	\$11,514.00
digits for California (c)2015 - Grade 7 Subtotal				\$ 11,514.00
digits for California (c)2015 - Grade 8				
9781418397159	DIGITS CALIFORNIA STUDENT DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION ACCELERATED GRADE 7	19.00	133	\$2,527.00
9781418397142	DIGITS CALIFORNIA STUDENT DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 8	19.00	596	\$11,324.00
digits for California (c)2015 - Grade 8 Subtotal				\$ 13,851.00
digits Subtotal				\$ 36,423.00
Solution Subtotal				\$ 93,571.00
Shipping and Handling				\$ 0.00
Total				\$ 93,571.00



Ms. Liz Luaulu
INSTRUCTIONAL MEDIA SVCS DIR
South San Francisco Unified SD
398 B St
S San Fran, CA 94080-4423
United States

Quote Number: 230986-4
Quote Creation Date: 05-19-2023
Quote Expiration Date: 09-30-2023

Quote Release: 4

Alta Loma MS_Extension 23/24SY

Price Quote Summary

Solution	Base Amount	Total
High School Math	\$ 660.00	\$ 660.00
Solution Subtotal	\$ 660.00	\$ 660.00
Shipping & Handling		\$ 59.40
Total		\$ 719.40

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
High School Math				
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 1				
9780133185614	HIGH SCHOOL MATH 2012 COMMON-CORE ALGEBRA 1 PRACTICE AND PROBLEM SOLVINGWORKBOOK GRADE 8/9	11.00	60	\$660.00
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 1 Subtotal				\$ 660.00
High School Math Subtotal				\$ 660.00
Solution Subtotal				\$ 660.00
Shipping and Handling				\$ 59.40
Total				\$ 719.40



Ms. Liz Luulu
INSTRUCTIONAL MEDIA SVCS DIR
South San Francisco Unified SD
398 B St
S San Fran, CA 94080-4423
United States

Quote Number: 230986-3
Quote Creation Date: 05-19-2023
Quote Expiration Date: 09-30-2023

Quote Release: 3

Westborough MS_Extension 23/24SY

Price Quote Summary

Solution	Base Amount	Total
High School Math	\$ 220.00	\$ 220.00
digits	\$ 2,310.00	\$ 2,310.00
Solution Subtotal	\$ 2,530.00	\$ 2,530.00
Shipping & Handling		\$ 227.70
Total		\$ 2,757.70

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
High School Math				
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 1				
9780133185614	HIGH SCHOOL MATH 2012 COMMON-CORE ALGEBRA 1 PRACTICE AND PROBLEM SOLVINGWORKBOOK GRADE 8/9	11.00	20	\$220.00
Savvas Mathematics: Algebra 1, Geometry, Algebra 2 California Common Core Edition ©2015 - Algebra 1 Subtotal				\$ 220.00
High School Math Subtotal				\$ 220.00
digits				
digits for California (c)2015 - Grade 6				
9780133276251	DIGITS ENHANCED STUDENT COMPANION GRADE 6	11.00	140	\$1,540.00
digits for California (c)2015 - Grade 6 Subtotal				\$ 1,540.00

South San Francisco Unified SD

ISBN	Description	Price	Charged Qty	Total Charged
digits for California (c)2015 - Grade 7				
9780133276268	DIGITS ENHANCED STUDENT COMPANION GRADE 7	11.00	70	\$770.00
digits for California (c)2015 - Grade 7 Subtotal				\$ 770.00
digits Subtotal				\$ 2,310.00
Solution Subtotal				\$ 2,530.00
Shipping and Handling				\$ 227.70
Total				\$ 2,757.70
Estimated Sales Tax:9.875%				\$ 249.84

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of New Course Proposals for the 2023-24 School Year

The following courses are submitted to the Board of Trustees for consideration and approval for implementation beginning with the 2023-24 school year:

- Construction Trades (new)
- Introduction to Ethnic Studies (new)

Each course is presented below with background information including whether the course is new or a revision to an existing course, an overview of course content, audience, and monitoring in the pages following. These courses have been developed by SSFUSD teachers as a collaborative effort across schools and are aligned with school and district priorities as well as California Curriculum Standards. As part of the review process, course development teams and site administrators were required to consider impact on master schedule and staffing, and how students would be supported to access and successfully complete the course.

1. [Construction Trades](#)

BACKGROUND:

This Career Technical Education program course is the first in a new pathway for South San Francisco High School, in the Building Trades industry sector. When South San Francisco High School was unable to offer an existing Wood Shop course due to staffing vacancy, a process for evaluating the feasibility of the course as a CTE pathway was determined. Based on labor market information (LMI) for San Mateo County, the decision was made to change from offering an elective Wood Shop course, which was in the Cabinetry, Millwork, and Woodworking pathway to Construction Technology 1, which is in the Residential and Commercial Construction pathway. The jobs associated with this pathway

are electrician, plumber, carpenter, estimator, and building inspector, and the job earnings associated with the Residential and Commercial Construction pathway are above living wage. Also according to the LMI, there will be an increase in demand for jobs between 2020-2025 in San Mateo County. This course was offered as a pilot during the 2022-23 school year and will be implemented in the 2023-24 school year with the intention of building a 3-course pathway.

Course Description

Students have hands-on opportunities to learn all phases of basic residential construction, including carpentry, drywall, electrical, flooring, painting, plumbing, roofing, masonry, welding, and reading blueprints. Students learn about construction safety, foundations, framing, and proper use of tools, which will lead to opportunities to demonstrate acquired skills on construction projects such as scale model houses.

Audience

This course would be available to students in grades 9 through 12 as an elective course. Students may also take the course to fulfill the third-year math requirement for SSFUSD graduation requirements only; it is UC-approved as a “g” interdisciplinary elective.

FISCAL IMPLICATIONS:

- Teacher professional development
- Textbooks and Review Book: \$15,000 for hardcover text and supplementary materials
- Additional tools and equipment: \$17,000

In addition to the general fund allocation to support these sections, CTE grant funds will be used to fund professional development and purchase supplies and equipment requested by the teacher.

Potential Impact

For the 2022-23 school year, SSFHS offered 3 sections of the course as a pilot for a total of 68 students. This course is being advertised to students as a CTE course that will also fulfill the 3rd year math requirement for SSFUSD and for college eligibility as an interdisciplinary elective. In turn, providing this additional option for a third year math course will also positively impact our overall UC/CSU a-g rate and college and career readiness.

Monitoring Progress and Effectiveness

The viability of the program will be monitored with both quantitative and qualitative data including course enrollments and completions, grades, CTE pathway completion, UC/CSU a-g rate, California Dashboard College and Career Readiness rates, and student and teacher feedback.

2. Introduction to Ethnic Studies

BACKGROUND:

South San Francisco Unified School District has offered Ethnic Studies courses for a number of years as an elective course, and many students have lauded these courses as inclusive, eye-opening, and meaningful to their development as contributing members of the South San Francisco community. The State of California passed legislation (AB 101) that requires the completion of an Ethnic Studies course as a high school graduation requirement beginning with the Class of 2030 (entering 9th grade in Fall 2026). With the lens of offering an Ethnic Studies course as a graduation requirement that meets the needs of all learners, a team of middle and high school Social Studies met over the course of the 2022-23 school year to develop a 9th grade semester course aligned to the California Ethnic Studies Model Curriculum Framework that would serve as an introduction to Ethnic Studies and a strong foundational course to support a smooth transition to high school.

Course Description

Introduction to Ethnic Studies is a course that relies on critical thinking to examine race, gender, class, ethnicity, and intersectionality in the United States. It is the study of our communities and the people within them, considering identity as it relates to ethnicity and social structures past and present. Students study the impact of systems of oppression in the United States, as well as the cultural resilience of vulnerable communities. This class amplifies the diverse experiences of groups not represented in textbooks and challenges traditional viewpoints of US History.

Audience

Though it will be primarily scheduled as a 9th grade course, this course will be available to students in grades 9 through 12 as an elective and will fulfill the Ethnic Studies graduation requirement (AB 101).

FISCAL IMPLICATIONS:

- The primary text is used by other Ethnic Studies courses, but additional copies will be needed to support a full implementation of this course as a graduation requirement beginning in the Fall 2026.
- Additional course readings are available through adopted District curriculum, open source websites and news sites.
- As a pilot for 2023-24, this course offering will be section-neutral as it will take the place of other semester electives for student course requests. During the 2023-24 school year, SSFUSD is planning to study the feasibility of options for implementing the Ethnic Studies graduation requirement as a part of the existing 220 credits or as additional required credits.

Potential Impact

For the 2023-24 school year, El Camino and South San Francisco High Schools are planning to offer up to 2 sections of the course per semester. This course is being advertised to students as an elective course for students and will be scheduled opposite other semester courses such as Health. In subsequent school years, all three high schools will need to build up their teacher capacity to be able to offer multiple sections of the course to support the offering of this course as a graduation requirement, including summer school and credit recovery opportunities. This introductory course may also have an impact on other Ethnic Studies and Social Studies courses by generating interest among students in related topics and courses. Because this course meets UC “g” requirements, this academic elective course will also positively impact our overall UC/CSU a-g rate and college and career readiness.

Monitoring Progress and Effectiveness

The viability of the program will be monitored with both quantitative and qualitative data including course enrollments and completions, grades, UC/CSU a-g rate, California Dashboard College and Career Readiness rates, and student and teacher feedback.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approves the new CTE course, Construction Trades, for implementation at SSFHS and the new course, Introduction to Ethnic Studies, for implementation at ECHS and SSFHS for the 2023-24 school year.

New Course Proposal Form

Author : Jennifer Rockett	Date: 4/24/23
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Course Title	Construction Technology 1				
Course Description	Students have hands-on opportunities to learn all phases of basic residential construction, including carpentry, drywall, electrical, flooring, painting, plumbing, roofing, masonry, welding, and reading blueprints. Students learn about construction safety, foundations, framing, and proper use of tools, which will lead to opportunities to demonstrate acquired skills on construction projects such as scale model houses.				
Length of Course	☐ Semester ☒ Year ☐ Other				
Grade Level	☐ 9-12	☐ 9	☒ 10	☒ 11	☐ 12
Department	☐ English ☐ Mathematics ☐ Science ☐ Social Science ☐ World Language ☐ Physical Education ☐ Visual & Performing Arts ☒ Career Technical Education* ☐ Other				
	*If CTE, indicate the Industry Sector and Pathway: Residential and Commercial Construction				
Prerequisite	NONE				
Corequisite					
Is Course A-G	☐ No	X Yes. If yes indicate the A-G category ☐ A- History ☐ B- English ☐ C- Math ☐ D- Science (lab) ☐ E- World Language ☐ F- Fine Art (cannot be taught online) ☐ G- Elective ☐ History/Social Science ☐ English ☐ ELD ☐ Math ☐ Math/Computer ☐ Lab Science Biology/ Life Science ☐ Physical Science ☐ Integrated Science ☐ Language other than English ☐ Visual and Performing Arts X Interdisciplinary			
Honors Credit?	☒ No	☒ Yes			
Is the course Online, Hybrid, or Classroom Based?	Classroom Based				

June 8, 2023

Please answer the questions below:

1. Rationale for Course: Please describe the need for this course/change. (Considerations might include graduation requirements, student interest, differentiation for student need, compliance issues)

Prior to the COVID-19, South San Francisco High School had a Wood Shop pathway course. The course closed after the teacher retired and the district was unable to find a teacher with a CTE credential in Building and Construction Trades. Counselors would regularly ask the CTE Coordinator and site administrators if the Wood Shop class would be offered again because students were interested in taking Wood Shop courses. Upon considering bringing back the course to South San Francisco High School, labor market information was reviewed.

The labor market information (LMI) for San Mateo County indicates that the job earnings associated with the Cabinetry, Millwork, and Woodworking pathway are not above the living wage of \$68,454 and there is a projected decline between 2020-2025 for cabinet making and millworking. Considering this information, the decision was made to change Wood Shop, which was in the Cabinetry, Millwork, and Woodworking pathway to Construction Technology 1, which is in the Residential and Commercial Construction pathway. The jobs associated with this pathway are electrician, plumber, carpenter, estimator, and building inspector. The job earnings associated with the Residential and Commercial Construction pathway is above living wage. Also according to the LMI, there will be an increase in demand for jobs between 2020-2025 in San Mateo County.

2. Do you have sufficient highly qualified staff to teach this course?

A teacher has been identified to teach the course. The teacher has the industry experience that would allow the teacher to apply for a CTE credential in Building and Construction Trades.

3. Do you have the necessary facilities, equipment, and materials?

Construction Technology 1 will be in S-2 at South San Francisco High School, which is the former Wood Shop classroom. The S-2 classroom had equipment, lumber, and hand tools, but some items needed to be replaced. Grant funds were used to purchase supplies and materials that the instructor requested.

4. What is the anticipated enrollment in this course?

Sections: 3 to 4
Enrollment: 20-25/section
Recruitment: Counselors, Course Description in Counseling Office and Course Selection Sheets

5. Funding

Items Needed	Estimate Cost (if known)
Textbooks	\$12,234.60
Supplementary materials	\$3,105
Staffing	.6 (3 sections)
Technology	

Other (hand tools, lumber)	\$17,000
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COURSE OVERVIEW

In 3 - 5 sentences, describes overarching content and goals of the course

Students who complete the Residential and Commercial Construction pathway (Construction Technology 1 and 2) would be eligible to enroll in the [Trades Introduction Program \(TIP\)](#) in San Mateo. TIP is an apprenticeship readiness training program that prepares students for construction careers. Some of the topics covered in TIP are OSHA 10 certification, tool identification and usage, and basic construction math. These topics will be covered in Construction Technology 1 which will provide students enrolled in the course with an advantage/early exposure to the TIP curriculum.

Construction Technology 1 Student Learning Outcomes:

- To introduce and master shop/construction safety precaution and awareness
- To reinforce basic math skills by incorporation of practical application in construction
- To identify hand and power tools and describe their uses
- To introduce reading and interpreting construction blueprints
- To identify construction materials and describe their uses.

HISTORY OF COURSE DEVELOPMENT

Describe the background for course development, including how the need for the course was determined, who was involved, and timeline.

Construction Technology would be replacing the Wood Shop course. As aforementioned, the labor market and cost of living aligns more with the Residential and Commercial Construction pathway in comparison to Cabinetry, Millwork, and Woodworking pathway. The Construction Technology 1 course incorporates construction math (Algebra and Geometry) which could reinforce and improve math skills in the traditional math courses. The CTE Coordinator consulted with Silicon Valley CTE, which has an established Construction Technology course and curriculum. The CTE Coordinator was also connected with TIP through the SMCOE. TIP has expressed that the field of Building and Construction Trades are facing a shortage in a skilled workforce to meet the labor demands in San Mateo County.

COURSE CONTENT [DUPLICATE THE TABLE FOR EACH UNIT]

Number of Units (minimum of 6 for a yearlong course; 4 for a semester course)

Unit 1: Work Site Safety

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Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

Job Safety is the key to success within a classroom, as well as in the industry. In this unit, safety rules and policies will be reviewed as well as emergency guidelines (This unit is reinforced throughout the entire course.)

- Personal/Group safety
- OSHA safety
- Ergonomic standards
- Personal protective equipment (PPE)

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students, working collaboratively and individually, will engage in a variety of hands-on activities for classroom and worksite preparedness including: power tool safety procedures, ladder safety, electrical shock, lock-out/tag-out, gearing up, PPE equipment, mock worksite techniques, chemical exposure and safety standard.

Assessments: (Fall and Spring finals. Include proficiency scale)

OSHA 10 Construction Certification

Practical exam: Proper Ergonomic Lifting and safety techniques for equipment usage

Unit 2: Tool Usage

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

In this unit students learn how to safely operate and repair most major hand/power tools. Accurate measuring skills are a key component.

- Identify the most common hand tools
- Select the proper hand tool for a given job
- Explain proper methods of tool maintenance and storage
- Demonstrate safe handling of tools

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Throughout the school year, as new tools are introduced, students will explore and demonstrate safe usage on a variety of hand/power tools to complete a variety of teacher assigned projects such as creating a picture frame from wood, designing and cutting a wooden jigsaw puzzle and building small wood/steel frame structures.

Students will work individually and collaboratively to diagnose non-working tools, create work orders, research technical manuals, order parts and repair broken classroom tools to restore them to their original performance specifications.

Assessments: (Fall and Spring finals. Include proficiency scale)

Work order documentation

June 8, 2023

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Action

Completed projects using tools

Unit 3: Materials and Estimation

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn **in the unit**

In this unit students will learn materials estimation for lumber, fasteners and concrete, as well as identify types of building materials used.

- Practice converting decimals to fractions
- Calculate area
- Estimate amount of wood and materials needed to build a certain project
- Estimate cost to build a certain project
- Practice making the following angles: acute, right, obtuse, straight
- Solve basic math problems related to carpentry
- Solve problems using board, linear, foot, square-foot, and cubic-foot measurements
- Measure horizontal and vertical surfaces, using feet plus inches

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will engage in a variety of projects which require them to calculate specific quantities, costs of materials and supplies including current tax rate and dimensional cut lists. They will write their estimates including sketches and parts lists, then orally defend their choices and calculations to their instructor and peers.

Assessments: (Fall and Spring finals. Include proficiency scale)

Comparative Cost Lists for various projects
Math Quizzes

Unit 4: Fastening Systems

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn **in the unit**

In this unit students will learn and practice fastening materials and techniques. This unit is essential as fastening techniques will be practiced throughout all units within the course.

- Industry vocabulary
- Types of fasteners
- Material estimation

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Each team will be given fasteners and 2x4 lumber in order to demonstrate the student's ability to fasten lumber in a variety of methods (glue, nails, screws, metal brackets). Students will calculate spacing, length and size of fasteners to predict and test the best outcome performance for each. Each team will demonstrate their fastener holds by applying pressure.

Assessments: (Fall and Spring finals. Include proficiency scale)

Team created fastening system

Teacher and peer feedback

Journal reflection on the fastening system process (team dynamics, successes, and areas of improvement)

Unit 5: Wall Framing

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn **in the unit**

In this unit, students will design, draw, calculate, and build varying wall systems.

- Building practices
- Design and layout
- Materials estimation
- Fastening techniques
- Leveling and squaring practices
- Metal stud framing standards

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will create their own story pole which will contain all the measurements (to 1/16th" accuracy) needed to identify the lengths of headers, studs, trimmers and cripples in wall systems. Students will also estimate the needed materials and costs to create a cut list for one wall of a 4-wall system using their own story pole. Students will design, draw, and identify all components including the name and purpose of each item.

Assessments: (Fall and Spring finals. Include proficiency scale)

Cut list

Estimation sheet

4-way system

Unit 6: Roof/Ceiling Framing

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn **in the unit**

In this unit, students will identify roof styles, calculate rafter lengths, cut and install roof rafters on varying style roof systems.

- Rafter length calculations
- Material estimations
- Span calculations
- Ventilation

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- Heat/cold transfer

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Using a roof pitch chart as reference, students will determine the roof slope by using the run/rise ratio and pythagorean theorem.

Using the specifications for a theoretical roof, students will create a spreadsheet to capture all materials, dimension, weight, and costs associated with the building a waterproof roof. Student will create a blueprint of the given roof at $\frac{1}{4}''=1'$ scale using industry standard symbols

Assessments: (Fall and Spring finals. Include proficiency scale)

Calculations worksheet

Materials, dimensions, weight and costs spreadsheet

Waterproof roof blueprint

Instructional Materials

List instructional Materials for this Course (you should list all material used in the course of the year)

Type of Material: Textbook, literary text, manual, periodical, scholarly article, website, primary doc, other	Author	Publisher	Edition, Year	URL	Primary book/ read it its entirety? Yes, no
Textbook	Leonard Koel	American Technical Publishers	7th, 2021	Textbook Package	Yes
Workbook	Thomas E. Proctor	American Technical Publisher	7th, 2021	Workbook	Yes
Instructor Resources		American Technical Publisher	7th, 2021	Instructor Resources	No

Signatures:

Site Approval by		Date
District Approval by		Date

Course Code Information (District Office Use Only)

Course Title	
Short Course Title	
Course ID	
Department	
Grade High-Low	
State Category Code	

New Course Proposal Form

Author Erin Perusse, Victor Becerra, Derick Del Campo	Date 4/10/2023
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Course Title	Introduction to Ethnic Studies				
Course Description	Introduction to Ethnic Studies is a course that relies on critical thinking to examine race, gender, class, sexuality, ethnicity, and intersectionality in the United States. It is the study of our communities and the people within them, considering identity as it relates to ethnicity and social structures past and present. Students study the impact of systems of oppression in the United States, as well as the cultural resilience of vulnerable communities. This class amplifies the diverse experiences of groups not represented in textbooks and challenges traditional viewpoints of US History.				
Length of Course	☒ Semester ☐ Year ☐ Other				
Grade Level	☐ 9-12	☒ 9	☐ 10	☐ 11	☐ 12
Department	☐ English ☐ Mathematics ☐ Science ☒ Social Science ☐ World Language ☐ Physical Education ☐ Visual & Performing Arts ☐ Career Technical Education* ☐ Other				
	*If CTE, indicate the Industry Sector and Pathway:				
Prerequisite	Intro level, non required				
Corequisite	none				
Is Course A-G	☐ No	☐ Yes. If yes indicate the A-G category ☐ A- History ☐ B- English ☐ C- Math ☐ D- Science (lab) ☐ E- World Language ☐ F- Fine Art (cannot be taught online) ☒ G- Elective ☐ History/Social Science ☐ English ☐ ELD ☐ Math ☐ Math/Computer ☐ Lab Science Biology/ Life Science ☐ Physical Science ☐ Integrated Science ☐ Language other than English ☐ Visual and Performing Arts ☐ Interdisciplinary			
Honors Credit?	☒ No	☐ Yes			
Is the course Online, Hybrid, or Classroom Based?		Classroom Based			

June 8, 2023

Please answer the questions below:

1. **Rationale for Course: Please describe the need for this course/change. (Considerations might include graduation requirements, student interest, differentiation for student need, compliance issues)**

Beginning with the Graduating class of 2030 (who will enter high school in 2026), the State of California has required that all students must have completed a course in Ethnic Studies. (AB101) Ethnic Studies has the opportunity to create a school learning environment that values all learners by validating their lived experiences, deepening their awareness of groups that have been severely marginalized, by US History and the Nation at Large. The curriculum will foster empathy, encourage self value, and emphasize cultural capital through research and celebrations. According to research (Stanford University, 2021) 9th grade Ethnic Studies “has a remarkably prolonged and strong positive impact on students, increasing their overall engagement in school, probability of graduating, and likelihood of enrolling in college.” After studying a variety of implementation models from across the state, SSFUSD staff view this course as an opportunity for vertical articulation throughout middle and high school regarding common research skills, concepts and historical reasoning within the Social Studies department as well as across disciplines. As a result, the Ethnic Studies graduation requirement, which all 9th graders will experience, has been designed as a formative class, with explicit instruction and development of high school academic skills and the introduction of a lens through which all Social Studies Classes and beyond will be able to build on and expand.

2. **Do you have sufficient highly qualified staff to teach this course?**

Yes. Although there is currently no specific credential for Ethnic Studies, several of our District teachers have taught the course previously; have and continue to attend professional development, and are qualified to teach the course.

3. **Do you have the necessary facilities, equipment, and materials?**

We do have facilities, as this is a classroom based course. Materials needed will only include texts.

4. **What is the anticipated enrollment in this course?**

Starting with a pilot of 1-2 sections per school site, by 2026 will be offered for all 9th graders

5. **Funding**

Items Needed	Estimate Cost (if known)
Textbooks <i>A Different Mirror for Young People: A History of Multicultural America</i> (For Young People Series)	Per unit \$10.66 (Per class x30 =\$319.80)
Supplementary materials	No cost

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Staffing	
Technology	
Other	

COURSE OVERVIEW

In 3 - 5 sentences, describes overarching content and goals of the course

This course will help to fulfill district goals to develop equity and inclusion through a curriculum which validates and enriches students' own identities as well explores the rich ethnic diversity of the United States. Introduction to Ethnic Studies is a course that satisfies California's upcoming Ethnic Studies course requirement for the Class of 2029, and is adapted from the guidelines set forth by the Model curriculum.

Student learning outcomes are aligned with the 8 Outcomes outlined by the CA Model Curriculum;

Students will . . .

~consider stories of those who became part of our nation in different ways, such as through slavery, conquest, colonization, and immigration; and examine individual and collective efforts to challenge and overcome inequality and discriminatory treatment.

~explore their own identities, ancestral roots, and knowledge of self; and will study the concepts of "race" and "ethnicity", and evaluate to what extent these present challenges in how they relate to each other, and their own identity.

~reflect on their own lived experiences and how they affect the knowledge, skills, and attitudes they bring to their own learning

~examine concepts of race, like "whiteness" and "blackness", and consider how they were constructed, and changed over time.

~examine group identification including such factors as sex, religion, class, ability/disability, age, sexual orientation, gender identity, citizenship status, socioeconomic status, and language use. As well as consider how these group identifiers impact social connection and division.

~research, discuss and evaluate topics and issues that garner multiple diverse points of view; they will practice methods for productive but difficult dialogues.

~explore the four foundational disciplines (Asian American and Pacific Islander, Native American, Chicano/a/x-Latino/a/x, African-American), alongside the sample key themes of (1) Identity, (2) History and Movement, (3) Systems of Power, and (4) Social Movements and Equity to make connections to the experiences of all students.

*Ethnic Studies Model Curriculum State Board of Education [Eight Outcomes](#)

HISTORY OF COURSE DEVELOPMENT

Describe the background for course development, including how the need for the course was determined, who was involved, and timeline.

The need for the course is based on compliance with AB101. Course Development was teacher driven, facilitated by Educational Services. District TOSA and Educational Services cooperated to facilitate a Teacher Led Team. The TLT was a broad representation of educators; including classroom teachers levels 6-12; Specialized Academic Instruction and ELD specialists. Developing the objectives with such an inclusive group ensures that student needs will be met and that the resulting graduation requirement is designed to meet the needs of all learners. In addition to varied perspectives regarding student needs, the collaboration of grades 6-12 teachers created the opportunity to build vertical articulation within the Social Studies department and course offerings. Noting that the course is intended for 9th graders beginning their high school careers, the course development process included an emphasis on supporting students in their transition to high school with the explicit teaching of academic skills, community building, and foundational concepts and terminology that will be used throughout high school social science courses.

The TLT was assembled during the Fall of 2022, and studied the 8 outcomes from the California state-adopted Model Curriculum Framework, created student learning objectives and outcomes, constructed a course description, and considered multiple approaches to the overall curriculum. In the Spring of 2023 the TLT edited work from the Fall, and then moved to a smaller working group, composed of instructors who will be piloting the course in the 2023-24 school year. This smaller working group studied the pedagogical approach necessary for Ethnic Studies, and created the Scope and Sequence for the class.

COURSE CONTENT [DUPLICATE THE TABLE FOR EACH UNIT]

Number of Units (minimum of 6 for a yearlong course; 4 for a semester course)

Unit 1: Introduction to Ethnic Studies

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

In this Unit Students work to answer the questions: What is Ethnic Studies? and How do internal and external factors influence our identity? The first question will be explored with examples from the Third World Liberation Strikes of 1968 and the following movement to bring Ethnic Studies to all CSU and UCs, as well as the 2010 ban of Mexican American studies in Tucson, Arizona. Students will also explore the ode of why Ethnic Studies is important. The Second question in the Unit delves into this idea through discussion of the Master Narrative and Counter Narratives. Once defined through multiple examples of each, students will express and explore their own complex identity in both its internal and external expressions.

This unit focuses on the development and practice of both speaking and listening skills as well as the development of key concepts in the context of social justice movements and ethnic identity. The development of speaking and listening skills is crucial throughout this class, but especially in the introduction, students will be asked to lean into stories told through various examples as well as those of their classmates. These stories express both difficult histories as well as celebrations. Building a caring and collaborative community within the classroom is key to this class. Students will be learning to apply many concepts that will build throughout the course.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will complete several formative assignments that demonstrate understanding of the concepts and skills. This first unit lays the foundation and although progress will be shown through several formative assignments, these are building blocks that will develop more fully throughout the Semester. For example, in this unit students will be introduced to Ethnic Studies and will demonstrate their understanding in multiple class discussions in collaboration with peers.

In addition students will use the first 2 chapters of A Different Mirror to explore the idea of a Master Narrative and the impact and areasure that it has had on various Ethnic groups throughout US History. Followed by examples of Counter Narrative, students will study many examples from various mediums and Ethnic groups. The formative assignments will include discussion and checking for understanding questions. Students are studying concepts and individual experiences. They will be able to demonstrate their understanding of these perspectives and terms by then considering their own experiences and identity. Students explore the internal and external factors and personal expression with a personalized identity chart. Before moving on to the final projects in this unit they will learn about intersectionality, applying this term to their own identity charts as well as in solidarity with others' experiences.

Assessments: (for performance-based assessments and Fall/Spring finals, include proficiency scale)

Students will complete two assessments at the end of this unit to demonstrate understanding; both are projects that each individual will complete with their own original story of identity. The first is a poster:

I am poem (poster)

Using sentence stems, examples this poster is illustrated with symbols and makes several strong personal statements reflecting students Identity

And the second is a Zine; **Personal Narrative**

After Viewing examples for inspiration students respond to multiple prompts, adding images and illustrations.

Both Assessments foster a deeper understanding of self but reflect the concepts studied in so far as telling our own stories is a practice of counter narrative.

Proficiency Scale, based on understanding of key concepts

- 1: beginning
- 2 : emerging
- 3 : proficient
- 4 : mastery

Unit 2: Immigration/ Migration

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

In this Unit students work to answer the following questions: How do race and ethnicity continue to shape the United States and contemporary issues? and How do push/pull factors influence migration/immigration? Students will study several key concepts in this unit to help explore the essential questions; including diaspora, push/pull factors of immigration and migration, assimilation as well as active and passive voice. The content students will study in this unit is both historical and contemporary, as they practice a historical perspective that explores their own family experiences in the diaspora they will also apply that perspective to the world around them. Push/ Pull factors assist students' understanding of similarities and differences of those in the diaspora, including how this influences their experience in the United States and the impacts of assimilation. Students' understanding of the Master Narrative and Counter Narrative from Unit 1 will be expanded in this unit in the study of passive voice in historical narrative and learn how this has and continues to contribute to erasure while active voice helps to construct a Counter Narrative.

The Unit on Immigration and Migration will focus on the development of several skills. Students will continue to develop their research skills first learning from selected examples to illustrate key concepts and then applying them to various examples. Research skills will include the complexity of historical cause and effect, identify bias in historical interpretations including historians interpretations of the past and how this has

created generalizations and misleading oversimplifications.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

As students explore the many experiences and concepts surrounding migration and immigration they will demonstrate their understanding of these key concepts through small group discussion as well as whole class discussion. As students learn to apply these key concepts to their own family and ancestors they will demonstrate their understanding through writing and Exit tickets while historical examples used to illustrate the concepts will be shared through collaboration with the class. For all formative and essential concepts students will study examples together and respond to guided questions to demonstrate understanding. Students will complete assignments on concepts, that will illustrate the experiences, through guided questions, research and class discussion. Topics include impact of Boarding Schools, conforming to whiteness, how the Irish became white, and the Chinese Exclusion Act. Students will study many of these examples with primary source documents in order to explore perspective as well as the constraints, both legal and cultural, they will demonstrate understanding through writing and class discussion. Students will explore the construction of whiteness in the United States while engaging in a Big paper Activity. In this activity students move in small groups from station to station, viewing a variety of primary and secondary sources, all individuals respond to sources on the paper and each other in a strategy called give one get one, followed by a presentation demonstrating understanding of each poster. Students will engage in individual research followed by a Socratic Seminar in order to demonstrate their understanding of the contrast of the indigenous experience with those who have migrated, research topics include reconsidering the Land Bridge Theory and the story of Turtle Island all of which illustrate perspective as well as the process of reclamation, questions for the seminar will analyze of similarities and differences from other groups studied in this unit, aided by a graphic organizer.

Assessments: (for performance-based assessments and Fall/Spring finals, include proficiency scale)

The final assessment for the unit will demonstrate understanding of the key concept of diaspora, and its supporting concepts, and answer both essential questions. To do this students will work in small collaborative groups, they will choose a specific ethnic group in the United States to research. The research will focus on push and pull factors of immigration and migration, and how the experience of or resilience to assimilation has impacted the group, and shaped the contemporary experience. They will research and display examples that may include excerpts from primary or secondary sources, historical and cultural. Students will display their research on a trifold and present this to the class.

Proficiency Scale, based on understanding of key concepts

- 1: beginning
- 2 : emerging
- 3 : proficient
- 4 : mastery

Unit 3: Systems of Power

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

In this Unit students work to answer the following questions: How do systems of power and oppression impact our lives? And How does hegemony normalize oppression? Students will begin studying the concepts

June 8, 2023

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Action

through exploration of the first essential question, developing an understanding of systems of power, which includes the 4 i's of oppression (ideological, institutional, interpersonal, and internalized), colonization and the process of dehumanization. These concepts will be applied through research and discussion to multiple groups within the United States and the World, looking into the past to inform the present. The second essential question builds from the exploration of the first, as well as concepts explored in previous units such as master narrative. Students will first explore the key terms and concepts such as hegemony, and come to an understanding of how this contributes to normalizing and reproducing oppression.

Students continue to develop their speaking and listening skills with small group discussion, whole class discussion and a Socratic seminar, followed by small group presentation of research. Research done for all projects relies on the practice and development of all Historical and Social Sciences analytics skills, including; sourcing evidence, point of view, and historical perspective.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will discuss the formative question 'what is power?' They will view examples that will help them develop an understanding of different forms of power, how they are applied and the impact that those forms of power have had on different ethnic groups within the United States. To demonstrate their understanding of this formative concept they will engage in a class discussion followed by an Exit ticket. Students in this unit are asked to explore through research the impact of Colonialism as a system of power, around the world and within the United States. Another example students will explore to gain a better understanding of systems of power and oppression will be listening to a part of the 1619 Project podcast, including guided questions. They will study the process of dehumanization, building from past unit topics such as eugenics and constructing whiteness; examples include Native Americans, Europeans in Africa, throughout Latin America, the Pacific and the Middle East. In order to demonstrate their understanding, they will study many primary and secondary sources as small groups and respond to guided questions, class discussion and an Exit Ticket. Students will engage in research and class discussion on Indigeneity and colonization; including indigenous knowledge expressed by plant names and the impact of erasure by colonization. Through video and a graphic organizer Students will be introduced to the 4 i's of oppression (ideological, institutional, interpersonal, and internalized) as expression of power and asked to apply these to the experience of ethnic groups they have been studying, as well as their own experiences and possibly examples from contemporary society. They will be able to demonstrate their understanding of these formative concepts through a class discussion and Exit ticket. Students will then apply the understanding gained from these formative assignments to new terms such as hegemony and to explore how this normalizes oppression. They will be able to demonstrate their understanding through guided questions and class discussion. Moving from key concepts to the application through examples, students will research ethnic cleansing of Native Americans in California; considering the impact of the Gold Rush, analyzing long and short term impacts on Chinese and Indigenous populations. They will be asked to consider through class discussion and an exit ticket how xenophobia is used to support and reproduce systems of power. Students will discuss how Implicit Bias reproduces oppression through social norms, and hegemony. They will explore this idea with the Harvard Implicit association test, exploring what could be their own implicit biases toward skin tone and gender identity, guided questions will demonstrate their understanding of the concepts as well as the significance. Students will apply these formative concepts to the following examples; Thanksgiving from an Indigenous perspective, Alcatraz and the Sunrise Ceremony and Redlining (including examples from South City and Westlake). Students will explore the impact of segregation and the idea of normalization of oppression watching the film: "Jim Crow of the North", demonstrating their understanding through guided questions.

Assessments: (for performance-based assessments and Fall/Spring finals, include proficiency scale)

As the culmination of this Unit: Systems of Power, students will use local examples to demonstrate their

understanding of the impact of colonization and hegemony as the normalization of oppression. In small groups students will research a local area or landmark; including Shell Mounds on San Bruno Mountain and Berkeley; Hunters Point area and Shipyard; SF Chinatown specifically but also throughout the California; Manilatown and the I Hotel; the role of Sharp Park, Tanforan, and the Presidio during Japanese Internment; Local Monuments and place names from the time of the Philippine-American War; Mission Dolores and the Mission District. Students consider how we remember and the connection of place to the human story. This explores the impact and cultural cost of segregation, displacement, and erasure as well as resilience and reclamation. First researching demographic information and history with the specific essential questions in mind, students will demonstrate their understanding by presenting a slideshow to the class.

Proficiency Scale, based on understanding of key concepts

- 1: beginning
- 2 : emerging
- 3 : proficient
- 4 : mastery

Unit 4: Transformation and Change

Unit Overview: In 3 - 5 sentences, describes **content and skills** students learn in the unit

In this Unit students work to answer the following question; How do we recognize and value the experiences of people that contributed to social movements for change; including strategies, tactics, effectiveness, and impact? Students will begin to answer the essential questions by studying the key concepts of critical consciousness and liberation with excerpts from key works of Paulo Freire and bell hooks. Students will apply these to their own experiences as well as those of various ethnic groups marginalized in the United States. Another key term as students move from research to application is the concept of decolonization. They will study the use of this term by activists, with specific attention on counter narratives, perspective, and reclamation of both knowledge and land. Students will apply the concepts studied so far in the course to an investigation of the toolbox on the webpage Beautiful Trouble, returning to unit 1 concepts such as intersectionality and solidarity. A significant amount of content in this Unit will stem from the experiences of groups and individuals as they resisted colonization, segregation, cultural erasure, and genocide. Students will consider as part of this unit the resistance movements within the United States and the significant impact they have had, as well as the tactics used by these groups, analyzing their effectiveness, legacy, and influence.

Students will use the research skills they have been developing to look at many sources, they will analyze the tactics and impacts of multiple social movements past and present. Topics in this course often explore oppression and marginalization and therefore rely on the development of speaking and listening skills so that the classroom environment is supportive and constructive. In this Unit these skills amongst many others will continue to develop, and are essential as students interpret the world around them, including their own experiences and those of their community.

Assignment Summary: In 3 - 5 sentences, describes the product students turn in to demonstrate learning. Include detailed but concise descriptions of the parameters of the products?

Students will first start the exploration of critical consciousness and liberation from video, excerpts and slides they will be able to demonstrate their understanding with several guiding questions and class discussions. In small groups students will then explore quotes from Pedagogy of the Oppressed and excerpts from bell Hooks regarding education, students will demonstrate their understanding by choosing one quote of the many they have considered and collaborate to create a poster; the poster will include the quote, and imagery

in the form of symbols. In small groups students will present their poster and explain why they chose this quote and the significance they believe it has regarding themselves, as well as critical consciousness and liberation. Another formative assignment students will work on in this unit, as they begin to apply many of the previously studied concepts, will be the website Beautiful trouble. This website chronicles resistance movements from around the world, it details the problem as well as the tactics, and degrees of impact. Students will be able study this website from the perspective of many of the previously studied concepts, while encouraged to explore topics of specific personal interest. Students will demonstrate their understanding of these stories and tactics by moving from exploration to research. In the research phase they will create slides for presentation that chronicles one specific example of their groups choosing, presenting this to class. In this Unit students will study many resistance movements from around the world considering their impact and effectiveness. They will be able to demonstrate their understanding through guiding questions with each example, small group and class discussion of strategies, tactics, effectiveness, and impact. Students will also research local movements for land reclamation; using the educational resources of The Association of Ramaytush Ohlone to study the Colma Creek restoration

Assessments: (for performance-based assessments and Fall/Spring finals, include proficiency scale)

The Summative Assessment for this Unit is also the summative assessment for the course. Students will engage in the process of Youth Participatory Action Research (YPAR). In this process Students will research one topic in depth, the topic will be one that reflects the struggle of a specific group or a concern that requires change. They will be encouraged to work on a topic within their community, however they wish to define that. A community can be any group they themselves identify as part of, or have solidarity with. Once a topic has been identified, and a specific change desired, through research of past and present tactics they will develop an action plan. The culmination of their research will be a community facing project; social media post, slides, or video, which will be presented and shared within the class. This can be a group collaboration or individual. The project will demonstrate understanding of previously explored concepts from each Unit, including coursework and built upon the experiences of various Ethnic groups.

Proficiency Scale, based on understanding of key concepts

- 1: beginning
- 2 : emerging
- 3 : proficient
- 4 : mastery

Instructional Materials

List instructional Materials for this Course (you should list all material used in the course of the year)

Type of Material: Textbook, literary text, manual, periodical, scholarly article, website, primary doc, other	Author	Publisher	Edition, Year	URL	Primary book/ read it its entirety? Yes, no
Literary Text-A <i>Different Mirror</i>	Steffoff, Rebecca	Triangle Square	(October 16, 2012)		Yes

<i>for Young People: A History of Multicultural America</i> (For Young People Series)	Takaki, Ronald				
Literary Text- <i>A Young People's History of the United States</i> (For Young People Series)	Steffoff, Rebecca Zinn, Howard	Triangle Square	Revised & enlarged edition (June 2, 2009)		No
Teacher resource - (curriculum and pedagogy manuel): <i>Rethinking Ethnic Studies</i>	Au, Wayne Cuauhtin, Tolteka Sleeter, Christine Zavala, Miguel	Rethinking Schools	1st Edition, 2019		No
Teacher resource - Web site Facing History and Ourselves				Identity Charts Facing History & Ourselves Big Paper: Building a Silent Conversation Facing History & Ourselves Background on the Chicano Movement Facing History & Ourselves	No
Literary Text: <i>Impossible Subjects</i>	Ngai, Mae	Princeton University press	1st Edition, 2004		No
Website Ted Talk "The Danger of a Single Story"				Chimamanda Ngozi Adichie: The danger of a single story TED	No

Website: Beautiful Trouble				Toolbox — Beautiful Trouble	No
Website: The Association Of Ramaytush Ohlone				Ramaytush Ohlone	No
Website: SHEG: Reading Like a Historian				California Missions Stanford History Education Group How did the Irish become White?	No
Website: Project Implicit				Harvard Implicit Association Test	No
Literary Text: <i>Lies My teacher told Me</i>	Loewen, James	Simon and Schuster	1st Edition, 1996		No
Literary Text: <i>Pedagogy of the Oppressed</i>	Freire, Paulo	Bloomsbury Publishing	4th Edition, 2018		No
Website: Angel Island Immigration Station				Angel Island Immigration Station	No
Teacher resource - Website: The Asian American Education Project				AAEdu Thematic Units	No
Teacher resource - Website: Youth Participatory Action Research				Why YPAR? Our Approach The Stepping Stones YPAR Toolkit	No
Website: Article				In Search of Home: A	No

				History of Ethnic Enclaves - Rafu Shimpo	
Website: <i>1619 Project</i> , podcast: “The Economy That Slavery Built”				Listen to ‘1619,’ a Podcast From The New York Times	No
Website: California Indian Education for All				https://www.sdc.org/caindianeducationforall/classroom-resources	No
Website: PBS <i>Asian Americans</i> (Film and curriculum)				Asian Americans PBS LearningMedia	No
Website: Film <i>Our America: Reclaiming Turtle Island</i>				Our America: Reclaiming Turtle Island Full Episode	No
Website: <i>Identity Zine: Work of Carlos Villa</i>				Identity Zine: Work of Carlos Villa at the Asian Art Museum SF	No
Website Gloria Anzaldúa				To Live in the Borderlands Power Poetry	No
Video: The Life & Legacy of Larry Itliong				The Life & Legacy of Larry Itliong	No
Literary Text: <i>BorderLands La Frontera</i>	Anzaldúa, Gloria	Aunt Lute Books	4th edition, 2012		No
Website: Researching Mexican American Expulsion				Expulsion of Mexicans and Mexican Americans During the Great	No

				Depression - Re-imagining Migration	
Video: <i>Why The Gold Rush Is One Of The Darkest Moments In US History</i>				Why The Gold Rush Is One Of The Darkest Moments In US History Whitewashed	No

Signatures:

Site Approval by		Date
District Approval by		Date

Course Code Information (District Office Use Only)

Course Title	
Short Course Title	
Course ID	
Department	
Grade High-Low	
State Category Code	

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of the Agreement with ELLevation Data Management System for the 2023-24 Through 2025-26 School Years.

BACKGROUND:

In Fall 2021, the South San Francisco Unified launched ELLevation as the English Language Learner (ELL) data management system.

ELLevation is a comprehensive EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting and supports instructional planning for multilingual students.

The EL department has been able to train site administrators and teachers to use this platform to support the ELL reclassification (RFEP) process as well as the state and federal ELL and RFEP monitoring requirements. Our goal in 2023-24 will be continue to train administrators and teachers on understanding and using the ELL data and connecting to classroom instruction. Additionally, we will be working on using the ELL and RFEP monitoring features to develop meaningful connections to multi-tiered systems of support (MTSS).

FISCAL IMPLICATIONS:

The fiscal impact for a three-year contract for the ELLevation platform is \$63,000.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with ELLevation for the 2023-24 through 2025-26 school years in the amount of \$63,000.

Curriculum Associates, LLC Order Form - Q-39958

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 7/1/2023 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

Company: Curriculum Associates, LLC

Customer: South San Francisco Unified School District, CA

Representative: Aurora Cabrera

Contact Name: Marcos Garcia

Email: aurora.cabrera@ellevationeducation.com

Email: mmgarcia@ssfusd.org

Phone: 617-307-5755

Phone:

Address: 153 Rangeway Road,
North Billerica, MA 01862

Address: 398 B Street,
South San Francisco, CA 94080

Start Date: 7/1/2023

End Date: 6/30/2026

Subscription Fees

Product	Quantity	Unit Price	Term (Yrs)	Total Fees
Ellevation (CA)	1,750	\$12.50	3	\$63,000.00
Subscription Savings:				\$2,625.00
Subscription Total:				\$63,000.00

Services Fees

Services Total:	\$0.00
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Total Investment - Q-39958

Savings Total:	\$2,625.00
Grand Total:	\$63,000.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 36

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC

By (Signature):



Name (Print):

Edward Rice

Title:

President & Co-Founder Ellevation

Date:

May 30, 2023

South San Francisco Unified School District, CA

By (Signature):

Name (Print):

Title:

Date:

This Master Services Agreement (this "Agreement") is dated as of 7/1/2023 ("Effective Date") by and between Curriculum Associates, LLC ("Company"), through its Ellevation business unit ("Ellevation"), and South San Francisco Unified School District, CA ("Customer"). Company and Customer are each referred to individually as a "Party" and collectively the "Parties" hereto.

1 Definitions.

- 1.1 **"System"** means Company's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Company and furnished to Customer under this Agreement. The System provides Customer the ability to: (a) use Company's proprietary data management framework for English Language Learners ("ELLs"); (b) access reporting tools related to the productivity and performance of Customer's ELLs; (c) utilize instructional content for Customer's ELLs; and (d) provide Customer's ELLs with tools to improve language acquisition.
- 1.2 **"Customer User"** means any of Customer's authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.
- 2 **Services.** Company shall perform the services listed in the order form executed by both parties ("Order Form") and/or described in any Statement of Work executed by both parties ("SOW") that may be agreed to by both Parties from time to time (and such services are, the "Services"), with any such Order Form or SOW incorporated into this Agreement by reference.
- 3 **Fees and Payment.** Customer will pay the fees as set forth in the Order Form or SOW. The Customer will provide Company with a valid purchase order within ten (10) days of signing the Order Form or SOW. Company will invoice Customer based on such Order Form or SOW, and all invoices are payable within 30 days following receipt by Customer.
- 4 **Term.** The term of this Agreement shall commence on the Effective Date, and it shall continue for so long as Company provides access to the System and/or Services to the Customer pursuant to a valid Order Form or SOW (the "Term"). The term of any particular Services is as provided on the Order Form or SOW.

5 License Grant.

- 5.1 During the term of the applicable Order Form(s) and/or SOW(s), and subject to the terms and conditions of this Agreement, Company grants Customer a limited, worldwide, non exclusive, non-transferable right to access and use the features and functionality of the System for the number of users listed on an Order Form or SOW solely for Customer's internal educational purposes in accordance with the terms and conditions expressed in this Agreement. All rights not specifically granted in this Agreement are fully reserved by Company.

6 Restrictions.

- 6.1 **Prohibited Use.** Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with this Agreement and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System.
- 6.2 **Customer Responsibilities** Customer must comply with, and ensure that its Customer Users comply with, the Company's Terms of Use found at <https://ellevationeducation.com/platform-legal-notices>, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Company; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Company of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

7 Ownership and Rights

- 7.1 **Ownership of Customer Content; De-identified Data.** Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to this Agreement; and (ii) any reports produced by Customer in connection with use of the System (collectively, "Customer Content"). "Customer Content" does not include de-identified data, which Company may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; (d) to demonstrate the effectiveness of its products.
- 7.2 **Ownership of System.** The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "Service Materials"), are owned

and/or licensed by Company and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. This Agreement does not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Company.

7.3 Feedback. Customer may, at its option, provide to Company feedback or suggestions for enhancement concerning the System ("Feedback"), and Company will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Company's IP as a result of its furnishing or Company's use of Feedback.

8 **Confidentiality**. "**Confidential Information**" of a Party ("**Disclosing Party**") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential or that the other party ("Receiving Party") reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes (but is not limited to) personally identifiable student information; the Fees contained in any Order Form or SOW; and Company's IP and other proprietary tools, features and methodologies. Confidential Information does not include any information that (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any breach of any obligation owed to the Disclosing Party. Except as expressly permitted in this Agreement or by written consent of the Disclosing Party, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity. The Receiving Party will not use Confidential Information except to perform its obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party shall (x) give the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (y) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (z) allow the Disclosing Party to participate in the proceeding. Further, the Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request at any time, and/or after the termination or expiration of this Agreement, and (if requested by the Disclosing Party) certify such return or destruction in writing.

9 **Data Protection**

9.1 Privacy Policy. Company maintains a Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy> and incorporated into this Agreement. Company reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

9.2 Family Educational Rights and Privacy Act. Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Company a "school official" as that term is used in FERPA, and determine that Company has a "legitimate educational interest" for the purpose of carrying out its responsibilities under this Agreement. Company shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Company will use personally identifiable student data only in connection with providing services to the Customer, and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

9.3 Parental Consent. If Customer purchases Services available for use by students, , if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Company shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

9.4 i-Ready® Customers.

If Customer licenses or pilots i-Ready products or services from Company, then Customer hereby agrees that Company will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

(a)

Onboarding

. i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i-Ready products, Customer Content may be used by Company for onboarding, rostering, and authentication purposes for the i-Ready pilot.

(b)

i-Ready Dashboard

. Company will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.

(c)

Account Support

. i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Company's services.

(d)

Research with De-identified Data

. i-Ready Data and Customer Content may be combined and de-identified: (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; (d) to demonstrate the effectiveness of its products.

9.5 Data Security. Company deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Company, including use of firewalls, encryption, authentication technologies and background screenings for all employees. However, the internet is not perfectly secure and Company is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Company, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

9.6 Notification of Breach. Company shall notify Customer within 48 hours of determination that an actual data breach impacting Customer has occurred. Company shall be responsible for the direct costs associated with a breach not caused by Customer or Customer Users.

9.7 Legal Requests for Data. If Company receives a court order or subpoena for Customer Content, Company shall provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt, unless legally prohibited from doing so.

10 Representation and Warranties; Disclaimers

10.1 Company Representations and Warranties. Company represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Order Form or SOW; and (c) it will comply with all applicable laws.

10.2 Customer Representations and Warranties. Customer represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Company the rights to use Customer Content as set forth in this Agreement; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

10.3 Company Disclaimer. Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, COMPANY DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

11 **Insurance**. Company shall provide professional liability insurance in the amount of \$5,000,000 per incident and \$5,000,000 in the aggregate. Upon written request, Company shall file with the Customer a Certificate of Insurance, that includes the liability coverage limits, dates of coverage, and names the District as an additional insured.

12 Termination.

12.1 Termination. Either party may terminate this agreement (a) immediately if the other party breaches any material provision and fails to cure its breach within 20 days after receiving the other party's written notice identifying the breach, or (b) for any or no reason, upon 60 days' prior written notice. Nevertheless, the Agreement will remain in effect for as long as Company is continuing to provide the System or Services to the Customer pursuant to a valid Order Form or SOW. In addition, Company may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.

12.2 Treatment of Customer Content at Termination. Customer shall have 30 days following the termination or expiration of this Agreement to provide Company with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in this Agreement, within 90 days of the termination or expiration of this Agreement Company will securely destroy

any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Company's backup systems.

13 Indemnification

13.1 Company will defend and indemnify Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the System, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Company will not be obligated under this Section to the extent any such infringement or violation arises from use of the System in combination with technology or services not provided by Company.

13.2 Unless prohibited by applicable law, Customer will defend and indemnify Company and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Customer Content, including claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation; provided, that Customer will not be obligated under this Section to the extent any such claim arises from Company's use of Customer Content in violation of this Agreement.

14 LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING ITS OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION) WILL NOT EXCEED THE FEES ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15 Notices. All notices under this Agreement must be in writing and sent via email, if to Company, to 'notices@ellevationeducation.com' or, if to Customer, at the email address provided on the Order Form.

16 Entire Agreement. The Agreement together with any Order Form, SOW and the Terms of Use, represents the entire agreement between the parties regarding Customer's use of the System and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters.

17 Assignment. Company may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Company's assets or equity, provided that such successor agrees to be bound by all of the terms and conditions hereof.

18 Force Majeure. Except for Customer's obligation to make payments hereunder, neither party shall be liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "**Force Majeure**" means an armed conflict, flood, epidemic, pandemic, labor strike or shortage, governmental decree or regulation, court order, severe weather, fire, earthquake, act of terrorism, failure of suppliers, or unavailability of communications transport facilities.

19 Miscellaneous. This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties intend that the court shall modify such provision to make such provision and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Curriculum Associates, LLC

By (Signature):



Name (Print):

Edward Rice

Title:

President & Co-Founder Ellevation

Date:

May 30, 2023

South San Francisco Unified School District, CA

By (Signature):

Name (Print):

Title:

Date:

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of the McGraw Hill Digital StudySync ELA Renewal for Secondary School for the 2023-24 School Year

BACKGROUND:

StudySync from Mc Graw Hill (MGH) is a Common Core aligned ELA curriculum designed for students in grades 6-12. This curriculum has served as the primary instructional resource for all secondary teachers. The StudySync program provides digital resources for both teachers and students.

FISCAL IMPLICATIONS:

The 1-year, 2023-24 ELA StudySync digital resources will cost **\$158,339.94** for all students enrolled in grades 6 - 12. The Textbook Adoption budget will incur all charges.

SITE	1 YEAR
Grade 6	\$21,114.39
Grade 7	\$22,157.52
Grade 8	\$21,797.82
Grade 9	\$22,121.55
Grade 10	\$21,977.67
Grade 11	\$24,315.72
Grade 12	\$24,855.27
TOTAL	\$158,339.94

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve McGraw Hill/StudySync ELA renewal as the core digital curriculum for students in grades 6-12 for the 2023-24 school year, in the amount of \$158,339.94.



Because learning changes everything.®

QUOTE PREPARED FOR:

South San Francisco Unif
398 B ST
SOUTH SAN FRANCISCO, CA 94080-4423
ACCOUNT NUMBER: 247823

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Carolyn Levitt
carolyn.levitt@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CA StudySync 1-Year Digital Only	\$0.00	\$0.00	\$0.00
Grade 6	\$21,932.79	(\$818.40)	\$21,114.39
Grade 7	\$22,975.92	(\$818.40)	\$22,157.52
Grade 8	\$22,565.07	(\$767.25)	\$21,797.82
Grade 9	\$23,298.00	(\$1,176.45)	\$22,121.55
Grade 10	\$23,154.12	(\$1,176.45)	\$21,977.67
Grade 11	\$25,185.27	(\$869.55)	\$24,315.72
Grade 12	\$25,417.92	(\$562.65)	\$24,855.27
PRODUCT TOTAL*	\$164,529.09	(\$6,189.15)	\$158,339.94
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$158,339.94

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 04/17/2023

ACCOUNT NAME: South San Francisco Unif

EXPIRATION DATE: 06/01/2023

QUOTE NUMBER: JMCCO-04172023094217-001

ACCOUNT #: 247823

PAGE #: 1

June 8, 2023

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Action



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA StudySync 1-Year Digital Only					
Grade 6					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	587	\$35.97	\$0.00	\$21,114.39
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	16	\$51.15	\$818.40	*Free Materials
Grade 6 Subtotal:				\$818.40	\$21,114.39
Grade 7					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	616	\$35.97	\$0.00	\$22,157.52
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	16	\$51.15	\$818.40	*Free Materials
Grade 7 Subtotal:				\$818.40	\$22,157.52
Grade 8					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	606	\$35.97	\$0.00	\$21,797.82
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	15	\$51.15	\$767.25	*Free Materials
Grade 8 Subtotal:				\$767.25	\$21,797.82
Grade 9					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	615	\$35.97	\$0.00	\$22,121.55
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	23	\$51.15	\$1,176.45	*Free Materials
Grade 9 Subtotal:				\$1,176.45	\$22,121.55
Grade 10					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	611	\$35.97	\$0.00	\$21,977.67
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	23	\$51.15	\$1,176.45	*Free Materials
Grade 10 Subtotal:				\$1,176.45	\$21,977.67
Grade 11					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	676	\$35.97	\$0.00	\$24,315.72
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	17	\$51.15	\$869.55	*Free Materials
Grade 11 Subtotal:				\$869.55	\$24,315.72
Grade 12					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	691	\$35.97	\$0.00	\$24,855.27
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	11	\$51.15	\$562.65	*Free Materials
Grade 12 Subtotal:				\$562.65	\$24,855.27



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QUOTE PREPARED FOR:

South San Francisco Unif
398 B ST
SOUTH SAN FRANCISCO, CA 94080-4423
ACCOUNT NUMBER: 247823

CONTACT:

VALUE OF ALL MATERIALS	\$164,529.09
FREE MATERIALS	(\$6,189.15)
PRODUCT TOTAL*	\$158,339.94
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$158,339.94

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 04/17/2023

ACCOUNT NAME: South San Francisco Unif

EXPIRATION DATE: 06/01/2023

QUOTE NUMBER: JMCCO-04172023094217-001

ACCOUNT #: 247823

PAGE #: 4

June 8, 2023

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Action

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 04/17/2023

ACCOUNT NAME: South San Francisco Unif

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QUOTE NUMBER: JMCCO-04172023094217-001

ACCOUNT #: 247823

PAGE #: 3

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval to Purchase the *SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words)* Phonic Materials

BACKGROUND:

In Fall 2022, the K-3 Phonics Pilot committee completed a pilot of three programs (Wilson's Foundations, Sadlier, and SIPPS). The committee decided that of the three programs, SIPPS would be appropriate for reading intervention and for small group Tier 1 instruction.

SIPPS is a research-based foundational skills program proven to help both new and struggling readers in grades K–12, including English Language Learners (ELLs) and students identified with dyslexia.

The program's systematic scope and sequence provides a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling-sounds, and sight words. When used as a core/Tier 1 program, SIPPS supports the acquisition of grade-level, foundational skills standards. When used as Tier 2 and Tier 3, SIPPS accelerates progress so that students are able to efficiently close the gap and engage in grade-level reading.

The SIPPS program will be used by reading specialists for intervention at 8 elementary sites, and for small group instruction at Junipero Serra ES, Los Cerritos ES, and Skyline ES.

FISCAL IMPLICATIONS:

The fiscal impact is \$83,526.98 for the SIPPS materials for 12 reading specialists and the 3 participating schools. The cost for training reading specialists and teachers is \$7,700. The total fiscal impact is \$91,226.98.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the expenditure of \$91,226.08 to purchase this phonics curriculum as it will be in alignment with the District's goal of establishing structured literacy blocks in K-5. SIPPS is in alignment with the Science of Reading research.

South San Francisco, CA

2023-2024

SIPPS Virtual Professional Learning Package for Grades K-12

This package includes a total of 17 virtual hours and is ideal for educators who can engage in each session together. To ensure a successful implementation, educators should engage in the appropriate self-guided activities and professional learning sessions led by the school/district prior to the sessions led by Collaborative Classroom. This package includes the following virtual hours*:

- Up to 11 hours of professional learning for teachers of *SIPPS*
- Up to three 1-hour check-in sessions with the leadership team
- Up to three flexible consultation hours
- Unused hours will expire on 12/31/24

See Collaborative Classroom's [Professional Learning Policies](#) document for detailed information related to requested dates, our payment policy (pre-payments or POs) and our cancellation policy.

FORMAT	PROFESSIONAL LEARNING
PRE-IMPLEMENTATION	
Collaborative Classroom Led Session Date: Session Time	SIPPS for Administrators 1-hour virtual session
Self-Guided	Teacher Learning System SIPPS Teacher engage in the "Tab Your Manuals" activity in the Getting Started section
Collaborative Classroom Led Session Date: August 7, 2023 Session Time: TBD	Launching SIPPS Beginning, Extension, Plus, and Challenge 2-hour virtual session
Self-Guided	Teacher Learning System SIPPS Teachers engage in the following activities: Getting Started • Learning Portal Tour for the SIPPS Program • Prepare for SIPPS Instruction Assessment and Decision Making • Prepare to Administer the SIPPS Placement Assessment

	• Correction Routines in the SIPPS Program • Fluency Practice in the SIPPS Program Beginning Level Extension Level and Plus Challenge Level
Collaborative Classroom Led Session Date: February 14, 2024 Session Time: 2-3 PST	Flexible “Hot Topic” session 1-hour virtual session; topic determined based on need
Collaborative Classroom Led Session Date: Session Time:	Leadership Team Check-In 1-hour virtual session
WINTER/SPRING IMPLEMENTATION	
Self-Guided	Teacher Learning System SIPPS Teachers engage in the following activities: Instructional Design and Routines • Intensifying SIPPS Instruction: The Intensive Multisensory Instruction for SIPPS Handbook Beginning Level Extension Level and Plus Challenge Level
Collaborative Classroom Led Session Date: March 20, 2024 Session Time: 2-3:30 PST	SIPPS Instructional Routine Refresher 1.5-hour virtual session
Self-Guided	Teacher Learning System SIPPS Teachers engage in the “Reflect on Your SIPPS Instruction” activity in the Assessment and Decision Making section.
Collaborative Classroom Led Session Date: Session Time:	Leadership Team Check-In 1-hour virtual session



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q723047

Bill To:

ACCOUNTS PAYABLE
SOUTH SAN FRANCISCO USD
398 B ST
S SAN FRANCISCO CA 94080-4423
United States

Ship To:

LINDSAY SUMMERS
SOUTH SAN FRANCISCO UNIFIED SD
398 B ST
SOUTH SAN FRANCISCO CA 94080
United States

Total: \$31,644.00

Remit to:

Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax:
510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	8/13/2023	QUOTE #1		UPS-GD	5/15/2023

Quantity	Item	Description	Rate	Amount
6	SPS4-CPB	SIPPS 4E Beg. Class Pkg.	\$1,175.00	\$7,050.00
8	SPS4-CPE	SIPPS 4E Ext. Class Pkg.	\$725.00	\$5,800.00
11	SPS4-CPC	SIPPS 4E Chal. Class Pkg	\$625.00	\$6,875.00
11	SPS4-CPP	SIPPS 4E Plus Class Pkg	\$825.00	\$9,075.00

Memo:

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

NEW WIRE INFO:

California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
SWIFT Code: CLOEUS66
ABA Routing Number: 121144696
Bank Account Number: 1092287



Q723047



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q723048

Bill To:

ACCOUNTS PAYABLE
SOUTH SAN FRANCISCO USD
398 B ST
S SAN FRANCISCO CA 94080-4423
United States

Ship To:

LINDSAY SUMMERS
SOUTH SAN FRANCISCO UNIFIED SD
398 B ST
SOUTH SAN FRANCISCO CA 94080
United States

Total: \$40,004.39**Remit to:**

Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501

Phone: 510-533-0213 Fax:
510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	8/13/2023	QUOTE #2		UPS-GD	5/15/2023

Quantity	Item	Description	Rate	Amount
6	SPS4-CPB	SIPPS 4E Beg. Class Pkg.	\$1,175.00	\$7,050.00
8	SPS4-CPE	SIPPS 4E Ext. Class Pkg.	\$725.00	\$5,800.00
11	SPS4-CPC	SIPPS 4E Chal. Class Pkg	\$625.00	\$6,875.00
11	SPS4-CPP	SIPPS 4E Plus Class Pkg	\$825.00	\$9,075.00
11	DECOD-BEG	Decodable Book set, Beg.	\$50.00	\$550.00
11	DECOD-EXT	Decodable Book set, Ext.	\$90.00	\$990.00
8	SPS-FLE-S1	SIPPS Ext. Fluency Library Set 1	\$176.00	\$1,408.00
7	SPS-FLE-S2	SIPPS Ext. Fluency Library Set 2	\$176.00	\$1,232.00
3	SPS-FLE-S3	SIPPS Ext. Fluency Library Set 3	\$176.00	\$528.00
4	SPS-FLE-S4	SIPPS Ext. Fluency Library Set 4	\$182.00	\$728.00
7	SPS-FL46-S1	SIPPS Gr. 4-6 Hi/Lo Fluency Library, Set 1	\$169.00	\$1,183.00
6	SPS-FL46-S2	SIPPS Gr. 4-6 Hi/Lo Fluency Library, Set 2	\$165.00	\$990.00

Memo:

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org





1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q723049

Bill To:

ACCOUNTS PAYABLE
SOUTH SAN FRANCISCO USD
398 B ST
S SAN FRANCISCO CA 94080-4423
United States

Ship To:

DENISE STEFFEY
LOS CERRITOS SCHOOL
210 W ORANGE AVE
S SAN FRANCISCO CA 94080
United States

Total: \$17,166.66

Remit to:

Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax:
510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	8/13/2023	QUOTE #3		UPS-GD	5/15/2023

Quantity	Item	Description	Rate	Amount
7	SPS4-CPB	SIPPS 4E Beg. Class Pkg.	\$1,175.00	\$8,225.00
6	SPS4-CPE	SIPPS 4E Ext. Class Pkg.	\$725.00	\$4,350.00
4	SPS4-CPC	SIPPS 4E Chal. Class Pkg	\$625.00	\$2,500.00

Memo:

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

NEW WIRE INFO:

California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
SWIFT Code: CLOEUS66
ABA Routing Number: 121144696
Bank Account Number: 1092287

Subtotal	\$15,075.00
Shipping Cost	\$603.00
Tax (9.875%)	\$1,488.66
Total	\$17,166.66



Q723049



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q723050

Bill To:

ACCOUNTS PAYABLE
SOUTH SAN FRANCISCO USD
398 B ST
S SAN FRANCISCO CA 94080-4423
United States

Ship To:

LUANN DANIEL-LIBMAN
SKYLINE ELEMENTARY SCHOOL
55 CHRISTEN AVE
DALY CITY CA 94015
United States

Total: \$11,415.97

Remit to:

Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax:
510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	8/13/2023	QUOTE #4		UPS-GD	5/15/2023

Quantity	Item	Description	Rate	Amount
5	SPS4-CPB	SIPPS 4E Beg. Class Pkg.	\$1,175.00	\$5,875.00
4	SPS4-CPE	SIPPS 4E Ext. Class Pkg.	\$725.00	\$2,900.00
2	SPS4-CPC	SIPPS 4E Chal. Class Pkg	\$625.00	\$1,250.00

Memo:

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

NEW WIRE INFO:

California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
SWIFT Code: CLOEUS66
ABA Routing Number: 121144696
Bank Account Number: 1092287

Subtotal	\$10,025.00
Shipping Cost	\$401.00
Tax (9.875%)	\$989.97
Total	\$11,415.97



Q723050



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q723051

Bill To:

ACCOUNTS PAYABLE
SOUTH SAN FRANCISCO USD
398 B ST
S SAN FRANCISCO CA 94080-4423
United States

Ship To:

TERESA SAMPAYAN
JUNIPERO SERRA ELEMENTARY
151 VICTORIA ST
DALY CITY CA 94015
United States

Total: \$14,803.75

Remit to:

Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax:
510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	8/13/2023	QUOTE #5		UPS-GD	5/15/2023

Quantity	Item	Description	Rate	Amount
4	SPS4-CPB	SIPPS 4E Beg. Class Pkg.	\$1,175.00	\$4,700.00
8	SPS4-CPE	SIPPS 4E Ext. Class Pkg.	\$725.00	\$5,800.00
4	SPS4-CPC	SIPPS 4E Chal. Class Pkg	\$625.00	\$2,500.00

Memo:

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

NEW WIRE INFO:

California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
SWIFT Code: CLOEUS66
ABA Routing Number: 121144696
Bank Account Number: 1092287

Subtotal	\$13,000.00
Shipping Cost	\$520.00
Tax (9.875%)	\$1,283.75
Total	\$14,803.75



Q723051

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 8, 2023

RE: Approval of Scoot Education Memorandum of Understanding (MOU)

BACKGROUND:

The South San Francisco Unified School District has a continued need for substitutes to fill teacher vacancies on a daily basis. Over the past few years, a greater need for substitutes has occurred due to additional trainings and professional development for our district and school sites. We would like to continue our partnerships with third party providers of support staff with a Memorandum of Understanding.

Scoot Education provides school districts access to their pool of substitute teachers and classified staff. Scoot provides verification services, which includes confirmation of a negative TB test; results of Live Scan Fingerprint Background Check that conforms to California law; Scoot Education substitutes are credentialed or have a 30-day emergency permit. Scoot Education assures their substitutes meet the same guidelines as required by our district, but their substitutes may work in multiple districts. A substitute that wishes to work in several districts would need to complete employment requirements for every district. Scoot Education removes that obstacle by being the single host for verification which allows a substitute to work in different school district throughout the year. Scoot Education pay their substitutes directly and bill us for substitutes we use only.

Scoot Education provided substitutes that worked every day at most of our sites this past school year. In fact, we hired three (3) Scoot substitutes for teaching positions this coming year.

FISCAL IMPLICATIONS:

There will be an increase in the cost of substitutes, but we are unable to predict the fiscal implications for the District.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding with Scoot Education to support the South San Francisco Unified School District with our need of substitute credential teachers.



AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT, effective July 1, 2023 between Scoot Education, Inc., 5670 Wilshire Blvd, #1970, Los Angeles CA 90036 ("Scoot" "Us" "We"), and, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080 ("Customer" "You" "Yourself").

PART A – GENERAL CLAUSES

The following clauses are common to both the provision of substitute teachers and placement services.

1. DEFINITIONS

Annualized Gross Salary (AGS)	Means the annualized sum of all remuneration payable to a candidate placed (or sought for placement) in accordance with these terms (and if part time, calculated on a pro-rata basis).
Assignment	Means the hire or acceptance, in accordance with parts B and C of this Agreement, of one or more of our employees to perform work at your premises or anywhere else specified by you and approved by us.
Candidate	Means anyone: (a) who is seeking a permanent placement position through us; or (b) whom we have identified as a person: (i) who might consider seeking a permanent placement position through us; and (ii) about whom we are able to provide relevant information regarding that person's suitability for a permanent placement position.
Confidential Information	Means any information which you access or which is communicated to you in the course of our engagement by you and which is identified as confidential; or which you should reasonably expect to be confidential. It includes, but is not limited to: any trade secrets or information relating to our customers, or clients; customer requirements; employees and officers, employees of clients or customers; suppliers; workers; terms of trade; pricing lists or pricing structures; marketing information and plans; intellectual property; inventions; business plans or dealings; technical data; financial information and plans; designs; product lines; research activities; software and the source code of any such software, of ours. Confidential Information also means any information which Scoot or Scoot employees' access or which is communicated to Scoot or Scoot employees in the course of Scoot's engagement by Customer which is identified as confidential or which Scoot or Scoot employees should reasonably expect to be confidential. It includes, but is not limited to: confidential and/or proprietary information concerning Customer's operations and/or activities, including but not limited to

	information about Customer's students, families, employees, donors, business affairs, and financial plans. It does not include information that is generally available in the public domain unless by unauthorized use or disclosure or which you are required to disclose by law.
Substitute Bubble	Substitute Bubbles are a group of day-to-day substitute teachers who are assigned to Customer school(s) for a specific period of time. Substitutes within a bubble are always assigned to Customer and must be used for day-to-day coverage, rather than long-term same-classroom positions.
Substitute Teacher	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) assigned to work for Customer in accordance with Part B of this Agreement.
TeachStart Fellow	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) who is enrolled in the TeachStart program and is assigned to work for Customer in accordance with Part B of this Agreement. TeachStart Fellows hold at least a state substitute teacher permit.
Placement	Means the Placement of Scoot's Candidate with Customer. Unless otherwise agreed in writing, the Placement Date will be the date that a Candidate accepts any offer of employment with, or engagement to provide services to, Customer.

2. ACCEPTANCE

You will be regarded as having entered in to this Agreement when any of the following occur:

- (a) by signing and returning a copy of this Agreement;
- (b) by confirming acceptance of this Agreement in writing;
- (c) by requesting us to supply substitute teachers after receiving this document;
- (d) by requesting us to supply candidates for potential placement after receiving this document;
- (e) by authorizing a time sheet for one or more of our substitutes; or
- (f) by paying one of our invoices for the provision of substitute or placement services.

3. CONFIDENTIALITY

The pricing in Exhibit A is confidential between Scoot and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to California Public Records Act requests, and other uses as required by law.

Scoot will provide to the Customer within the time requirements required by law, any public records subject to a properly framed public records request.

3. NOTIFICATION OF CLAIMS

- (a) Customer and Scoot agree (i) to immediately notify each other in writing of any asserted claim but in no event later than five (5) business days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Scoot or Customer, as the case may

be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld.

4. TERM; TERMINATION

The term of this Agreement begins as of the date hereof and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. Scoot reserves the right to terminate this Agreement immediately in the event of delinquent payments. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. Scoot reserves the right to issue an amended fee schedule (Exhibit A) at the commencement of each academic term.

5. NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees (i.e., not including substitute teachers) during the term of this Agreement and for a period of twelve (12) months thereafter.

6. MISCELLANEOUS

6.1 Notices

- i) Any notices or other communications under this Agreement must be in writing or sent by e-mail with a request for confirmation and must be clearly marked as a communication related to the terms of this Agreement. Addresses shall be:

For Customer: 398 B Street, South San Francisco, CA 94080

For Scoot: 5670 Wilshire Blvd, #1970, Los Angeles CA 90036

- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by e-mail; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

6.2 Severability; Waiver

The unenforceability of any part of this Agreement shall not render the remainder unenforceable. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any future breaches or remedies.

6.3 Assignment

This Agreement may not be assigned without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns.

6.4 Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties except that special addenda for purposes of specific assignments may be adopted, as to that assignment, through the exchange of e-mails containing the agreed upon terms and a return e-mail clearly accepting such terms.

6.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.

6.7 Entire Agreement

This Agreement, its Exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

PART B – SUBSTITUTE TEACHER SERVICES

The provisions within this Part apply to the provision of temporary substitute teachers and should be read in conjunction with the relevant provisions of Part A.

1. SERVICES

Scoot will assign to Customer temporary employees to perform services, typically as short or long-term substitute teachers (hereafter generally referred to as "Substitutes".) The Substitutes shall report to the sites requested by Customer and shall be under Customer's supervision while assigned. Any additional assignments to a Substitute must be agreed to between Scoot and Customer in a written addendum to this Agreement.

2. PAYMENT FOR SERVICES

Scoot shall invoice Customer on a weekly basis which invoice is to be paid within thirty (30) days of receipt. The rate of pay is set forth in Exhibit A. If you have any issue with an invoice, you agree to raise it specifically before the due date and to timely pay that portion of the invoice which is not questioned. Late charges will be imposed on any unpaid fees at the rate of eighteen (18%) per annum or the maximum amount allowable by applicable law, whichever is higher.

3. SCOOT'S COMMITMENTS

- 3.1. Scoot will use its best efforts to recruit, employ and assign qualified Substitutes for assignments as requested by Customer.
- 3.2. Scoot will screen Substitutes before employing them to verify that all substitute teachers have submitted to a live-scan criminal history check via the DoJ and FBI with ongoing arrest notifications. Scoot will ensure all Substitutes comply with the requirements of Education Code Section 45125.1 et seq. before they are permitted to perform services for the Customer. If Scoot is notified of any arrest or other similar infraction regarding an active Substitute, Scoot will immediately remove that Substitute from service and notify the Customer.
- 3.3. All Substitute Teachers must have a physician-signed chest x-ray or physician signed risk assessment form proving that no risk factors are present or proving a negative tuberculosis test result within 60 days of employment with Scoot Education or more recent.

- 3.4. Scoot will verify that all Substitutes are eligible to work in the United States.
- 3.5. Scoot will provide all Substitutes with a means to report their working time and shall pay all Substitutes their wages and provide them all benefits for which they are eligible as Scoot employees.
- 3.6. Scoot shall handle all payroll-related tax and other withholding, as appropriate and shall provide Workers' Compensation insurance for all Substitutes.
- 3.7. Scoot shall protect Customer's Confidential Information and the Confidential Information of Customer's pupils including by requiring all Substitutes to execute a Confidentiality Agreement.
- 3.8. Scoot shall require all Substitutes comply with Customer's policies and procedures when the Substitute is on Assignment to the Customer and shall further comply with any reasonable requests by Customer for Substitutes to execute other documents such as documents Customer may require regarding any Intellectual Property a Substitute may develop while assigned to Customer.
- 3.9. Scoot shall comply with all applicable laws, regulations and ordinances applicable to it as a temporary staffing agency and as the employer of the Substitutes.

4. CUSTOMER COMMITMENTS

- 4.1. Customer shall provide Substitutes with a safe and suitable workplace including appropriate training regarding any special hazards, evacuation procedures, etc.
- 4.2. Customer shall provide Substitutes with an orientation regarding all other applicable workplace expectations including school rules, student discipline, grading and homework policies, etc.
- 4.3. Customer shall supply Substitute with appropriate lesson plans and educational materials and will provide usual and customary supervision of Substitute while Substitute is on assignment to Customer.
- 4.4. Customer shall provide Scoot with a prompt notice of any injury or altercation involving a Substitute as well as any performance issue or complaint. Customer will permit Scoot to participate in any investigation should it so desire.
- 4.5. Customer shall be specifically responsible for the conduct of Substitute with respect to any keys, cash, and confidential information and records of students and the Customer's regular employees to which Substitute has access during the assignment. Customer also assumes responsibility (except to the extent covered by Workers' Compensation) in connection with any use of Customer vehicles or equipment in connection with the assignment.
- 4.6. Customer agrees that unless separately set forth in an addendum to this Agreement, Customer shall not assign a Substitute sole custody of a single student, sole responsibility for supervising more than one classroom of students at a time, or administering or maintaining custody of any student medications.
- 4.7. Customer shall comply with all applicable laws, regulations and ordinances. No actions undertaken by Customer under this Agreement violate the terms of any other contract including any collective bargaining agreement.
- 4.8. Any qualifications or characteristics Customer requests for any assignment are based on essential bona fide occupational qualifications the determination of which is Customer's sole responsibility. Scoot is not responsible for screening Substitutes based on any qualifications or criteria which are not specifically disclosed by Customer.
- 4.9. Customer will inform Scoot if Customer currently subscribes to CalSTRS or becomes a member of CalSTRS.

5. BILLING & PAYMENT TERMS

5.1. Invoices

Scoot will invoice Customer each week for the services of the Substitutes at the rates set forth in Exhibit A or such other rates as the parties may agree upon at the time of Assignment. Any modification to rate must be set forth in writing and accepted by both parties. An e-mail exchange agreeing to a rate change will be deemed sufficient evidence of such an agreement but it will only apply to the specific position under assignment.

5.2. Taxes

Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item. Scoot will pay for any taxes that apply to the services of or compensation paid to the Substitutes.

5.3. Expenses

Expenses incurred by Substitutes within the scope of their assignment (for example, mileage to attend meetings) will be charged to the Customer, passed through without mark up.

6. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Scoot will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

6.1 Workers' Compensation

Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

6.2 Commercial General Liability

Commercial general liability insurance with a \$2,000,000 combined single limit per occurrence / \$4,000,000 aggregate and includes contractual liability and personal injury coverage;

6.3 Automobile Liability

Hired and non-owned auto liability insurance with a \$1,000,000 combined single limit per occurrence;

6.4 Abusive Acts Coverage

Abusive Acts occurrence based liability insurance with a \$3,000,000 combined single limit per occurrence / \$3,000,000 aggregate;

Scoot will provide Customer with a certificate of this insurance coverage upon request.

7. INDEMNIFICATION BY SCOOT

- 7.1.** Scoot will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, to the extent of the insurance limits set forth in Section 6, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

- i) Scoot's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Scoot's capacity as the general employer of the Assigned Employees; and
- ii) Breach of any obligation of Scoot contained in this Agreement.

7.2 Scoot's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties, (iii) the extent that any Damages are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Scoot against such Damages under Section 9.

8. INDEMNIFICATION BY CUSTOMER

8.1 To the extent permitted by law, Customer will indemnify, defend and hold harmless Scoot and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Scoot other than for job-related bodily injury or death of a Substitute covered by Workers' Compensation, arising out of any of the following:

- i) Customer's failure to comply with its obligations under applicable laws, regulations, ordinances or other contracts;
- ii) Any claims asserted against Scoot or its Substitute by students, their parents or representatives, Customer personnel or business invitees, or other third parties arising from conduct of the Substitute while on assignment with Customer (except to the extent that such claim is determined to have been caused by the negligence of Scoot or the failure of Scoot full time staff personnel to reasonably fulfill their obligations regarding the recruitment, screening, and hiring of the Substitute); or
- iii) Breach of any obligation of Customer contained in this Agreement;

8.2 Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Scoot, its officers, employees or agents.

9. SUBSTITUTE PLACEMENT FEE

Customer understands and agrees that Scoot employees are assigned to Customer to render temporary services and, absent a written agreement stating otherwise, are not assigned to become employed directly by Customer. Customer acknowledges the considerable expense incurred by Scoot to advertise, recruit, evaluate, train, and place its employees.

Customer agrees it will not, without prior written consent from Scoot, hire a Scoot employee, interfere with the employment relationship between Scoot and its employees, or directly or indirectly cause a Scoot employee to become employed by Customer or another temporary service provider.

If Customer, either directly or indirectly, solicits, offers employment, and/or hires a Scoot employee as an employee or consultant in any position, or utilizes the person's services through another temporary or outsourcing service company, or any person or entity affiliated with Customer refers a Scoot employee to any other employer and the employee becomes employed by that employer: (i) at any time from the date such employee is introduced to or placed with Customer by Scoot until six (6) months thereafter or (ii) within six (6) months after termination of employee's temporary assignment through Scoot with Customer, whichever is later, Customer agrees to pay Scoot a placement fee as outlined in Exhibit A.

SIGNATORIES

Signed: *James Sanders*

Name: James Sanders

Title: CEO

Date: May 11, 2023

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
FEES FOR SUBSTITUTES

This Exhibit A is incorporated and made part of the Agreement between Scoot and Customer. The pricing in Exhibit A is confidential and proprietary, to the extent allowable by applicable law. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Scoot's written permission, to the extent allowable by applicable law.

Substitutes will be assigned to the following positions and at the following rates:

School bill rate*	Half-day rate (4 hours or less)	Half-day rate long-term (4 hours or less)	Short-term day rate	Long-term day rate#
Teaching Assistant (non-credentialed)	\$230	\$254	\$344	\$378
Teacher (Emergency 30-day substitute permit or California credential)	\$275	\$303	\$411	\$452
TeachStart ParaPro Fellow	N/A	N/A	\$378	\$378
TeachStart Scholar or Scholar+ Fellow	N/A	N/A	\$452	\$452
Special Education Credential in SpEd role	\$330	\$363	\$493	\$542

* Because Scoot Substitutes are non-exempt hourly employees, additional charges over and above the standard Daily Bill Rate will apply in the event that the Substitute is called upon to work overtime meaning working more than eight (8) hours in a work day or more than 40 hours in a work week for the same Customer. Overtime is paid at 1.5x the Substitute's hourly pay rate and will be marked up at the same rate as the standard daily pay. Substitutes are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate a Substitute staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Scoot Substitutes are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

A Substitute will be considered in long-term status if the same substitute has been scheduled at a Customer school for an assignment that is for more than 15 consecutive work days or an assignment has extended beyond 15 consecutive work days (half-days and full-days are counted the same) in the same academic year.

FEES FOR TEMP-TO-PERM

Scoot pricing for temp-to-perm placements is based upon the category of the Substitute, timing of hire, or number of days the Scoot employee has worked at the hiring school during a single school year.:

TEMP TO PERM FEES FOR TEACHING ASSISTANTS AND TEACHERS (NON TEACHSTART FELLOWS)	
Days worked in school year	Fee^
1 - 90 days worked	10% of AGS to a minimum of \$5,000
91 - 180 days worked	5% of AGS to a minimum of \$2,500
180+ days worked	\$1,000

^Fee is based upon the total, annualized gross salary (AGS), including any additional allowances or benefits that can be monetized listed on contract between Customer and Scoot employee.

TEMP TO PERM FEES FOR TEACHSTART FELLOWS	
Hire date	Fee
September 1 to March 1	\$10,000
March 2 to May 31	\$5,250
June 1 to August 31	Delayed fee of \$5,250 ⁺

⁺ When hiring a TeachStart Fellow for a full-time teacher of record position, the temp-to-perm fee will be due after six months of direct employment with Customer.

DISCOUNTS FOR SUBSTITUTE BUBBLES

A discount will be applied to any substitute assigned to a Substitute Bubble with Customer. Discounts are calculated based on size of bubble committed to by Customer and length of commitment according to the below table:

		Number of substitutes in bubble						
		1-5	6-10	11-15	16-20	21-30	31-40	41-50
Bubble length (days)	1 month	0%	2%	3%	4%	5%	6%	7%
	3 months	0%	4%	5%	6%	7%	8%	9%
	School year	6%	7%	8%	9%	10%	11%	12%

The following terms apply to a Substitute Bubble:

- Bubble discounts are applied retroactively at the start of each month for the previous month's bubble via an invoice discount or refund in the event the invoice amount is less than the discount amount
- If a Substitute Bubble is larger in size than originally committed to by Customer, the larger discount will be applied according to the above table
- If a Substitute Bubble is smaller in size than originally committed to by Customer due to Scoot being unable to source the requested number of substitutes, the originally agreed discount will be applied
- Customer will have the option to renew a Substitute Bubble at the end of each commitment period
 - Customer shall not have the option to decrease Substitute Bubble size or length other than at the time of a renewal
 - Customer can choose to increase the size or extend the length of a Substitute Bubble at the start of each month and the larger discount will be applied to future invoices
 - Substitute Bubbles may be canceled ahead of the notice period should an uncontrollable event force Customer to close its school(s) for a prolonged period (e.g., closure due to a pandemic or government order)
- The Bubble Length is the length of commitment determined in calendar days. The Bubble Length also serves as the notice period for bubble cancellation
 - All Substitute Bubbles must end on the last Friday of the month in which the renewal date falls
 - Substitute Bubbles are active on any instructional school day, non-student days are not included
- Substitute Bubbles are considered long term assignments as they are at least 15 days in length
- Should a substitute teacher who was part of a Substitute Bubble move to a long-term position with Customer (defined as a single assignment scheduled for 15 days or more), the Customer will be given the choice of backfilling that substitute teacher to maintain Bubble size or decreasing the size of the Bubble however that may also decrease the Substitute Bubble discount applied to future invoices
- TeachStart substitute cannot be included in a Substitute Bubble

EXHIBIT B
SUBSTITUTE CANCELLATION POLICY

Customer must cancel a substitute assignment no later than midnight before the assignment. If a cancellation is made before this time, no fee will be charged to the school. Cancellations made on the same day of the shift will result in a half-day charge according to the pricing in Exhibit A.

SCOOT GUARANTEE

Scoot stands behind the quality and appropriateness of any candidate we recommend or assign to Customer school. However, Scoot understands that at times unforeseen circumstances can deliver undesirable results.

SUBSTITUTE TEACHERS

Should a Scoot substitute not satisfy requirements of the assigned position within the first 90 minutes of a half-day shift or the first four hours of a full-day shift, there will be no fee charged to the school or Scoot will diligently work to replace the substitute as quickly as possible by another suitably skilled and qualified substitute teacher.

To avoid a charge, the school must:

- (a) Inform Scoot of the termination of the shift before the substitute leaves the school grounds
- (b) Allow Scoot a reasonable opportunity to resolve matters directly with the substitute teacher
- (c) The school must provide feedback on the reason(s) for the termination/cancellation

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury - Director of Facilities and Safety
William Savidge - Facilities Management Consultant

DATE: June 8, 2023

RE: Adoption of Resolution #23-45 Declaring the Futility of Public Bidding of Additional Construction Work and Approval of Change Order #3 to the Cumiskey Construction Corporation agreement on the Toilet Pods Repairs project at Alta Loma MS, Monte Verde ES and Skyline ES

BACKGROUND:

The South San Francisco Unified School District awarded a contract for the Toilet Pods Repairs project to Cumiskey Construction Corporation on January 19, 2023. The original contract award was for \$563,000. This project includes building and site repairs to prevent ongoing water intrusion and damage to the building from the original defective construction. The contractor completed initial demolition and it was revealed that there was extensive water damage under floors and within walls that required additional work for removal and replacement. The Board approved Change Orders #1 and #2 at the meeting of April 27, 2023 for the water intrusion dry rot repairs and the additional drainage requirements.

As a consequence of water intrusion into the building areas there is significant mold growth on the ceilings and walls, and in some areas within the wall cavities. The District's hazardous materials consultant has issued supplemental instructions for the mold abatement and it has been priced by the contractor as proposed Change Order #3, attached for reference. The proposed change order includes replacement of all damaged sheetrock in addition to mold remediation and disposal.

The Board's approval of Change Orders #1 and #2 added \$128,555.34 to the original contract award. The approval of Change Order #3, in the amount of

\$58,709.02 will bring the total Change Orders to date on this contract to \$187,264.36. This is equal to 33.3% of the base contract amount.

Because this Change Order is above 10% of the original contract value the Board needs to approve Resolution #23-45 Declaring the Futility of Public Bidding of Additional Construction on the project. The resolution contains recitals to support the findings required under the Public Contract Code.

In order that the work was completed on the project to allow for the return of students and staff, the District staff has authorized the contractor to proceed with the changed scope of work. The change orders are not final until approved by the Board.

FISCAL IMPLICATIONS:

By this action: **\$58,709.02** will be paid from Facilities Fund 40.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #23-45 Declaring the Futility of Public Bidding of additional construction work and approve Change Order #3 to the Cumiskey Construction Corporation agreement on the Toilet Pods Repairs project at Alta Loma MS, Monte Verde ES and Skyline ES.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

**BOARD OF TRUSTEES' RESOLUTION DECLARING FUTILITY OF PUBLIC BIDDING
ADDITIONAL CONSTRUCTION WORK AT THE TOILET PODS REPAIRS PROJECT AT
ALTA LOMA MS, MONTE VERDE ES, AND SKYLINE ES, AND APPROVING CHANGE
ORDER #3 FOR THAT WORK**

RESOLUTION No. 23-45

WHEREAS, on or about January 5, 2023 the South San Francisco Unified School District("District") formally and publicly opened bids for a contract to perform work including, but not limited to the, **Toilet Pods Repairs Project** at Monte Verde Elementary School, Skyline Elementary School and Alta Loma Middle School ("Project");

WHEREAS, Cumisky Construction Corporation ("Contractor") was the lowest responsive, responsible bidder for the Project, and, in response to the bid, on or about January 19, 2023, the District's Board of Trustees ("Board") awarded a contract for the Project to Contractor for Five Hundred and Sixty Three Thousand Dollars (\$563,000) ("Contract Price");

WHEREAS, the Toilet Pods (modular toilet room buildings) had been constructed by a previous contractor for the District and the buildings had been identified as having significant construction defects related to water intrusion;

WHEREAS, the District had completed extensive analysis of the as-built drawings, and thorough visual inspections, including underfloor inspections, but had not completed destructive testing prior to bidding the project;

WHEREAS, Contractor upon performing the initial demolition and preliminary excavation found additional water damage, dry rot and hazardous contamination, along with site conditions differing from the original drawings;

WHEREAS, Contractor has issued to the District proposed change orders, which have been previously authorized by District staff, under which Contractor performed the additional work on the Project;

WHEREAS, the staff authorized Change Orders that were in excess of the Public Contract Code limit of 10% of the base contract in order to ensure that the school would be able to open for students and staff in a timely fashion;

WHEREAS, the Board approved Change Orders #1 and #2 and approved Resolution #23-38 at the meeting of April 27, 2023 which confirmed that it would be futile to publicly bid that additional work;

WHEREAS, Contractor has now encountered significant additional consequences from the water damage to the buildings in the project, including mold growth, and has issued to the District Change Order #3, which include requests to perform mold abatement work on the project, and which will cause the Change Orders on the project to be in excess of 10% of the original contract sum;

WHEREAS, Contractor has submitted documentation to the District supporting its costs for performing the additional work for the Change Orders #3;

WHEREAS, Contractor's price to perform the additional work for Proposed Change Orders #3 is reasonable;

WHEREAS, creating and bidding a design for the additional work covered by Contractor's proposed change order would have created or will create significant disruption to Contractor, coordination and interference problems with Contractor, delay Contractor's performance of the work, and create a potential claim by (a) Contractor in completing the base scope work, and (b) the new contractor performing the additional scope work;

WHEREAS, if the District were to bid the additional work, other resulting bids would and will likely be higher than the price of Contractor's proposed change orders, because Contractor is already mobilized on the Project;

WHEREAS, having a new contractor perform the additional work would result and will result in waste and significant delay, which would be at the expense of the District, while the new contractor mobilizes on the Project;

WHEREAS, having a new contractor perform the additional work could create a potential dispute over the warranty for the surrounding work being performed by Contractor;

WHEREAS, Public Contract Code section 20111, subdivision (b), states that a school district is required to competitively bid any public works project with a contract value of \$15,000 or more;

WHEREAS, Public Contract Code section 20118.4, subdivision (a), states that the governing board of a school district "may authorize the contractor to proceed with performance of the change or alteration [to a contract], without the formality of securing bids, if the cost so agreed upon does not exceed the greater of the following: (1) The amount specified in Section 20111 or 20114 . . . [or] (2) Ten percent of the original contract price";

WHEREAS, notwithstanding Public Contract Code sections 20111 and 20118.4, California law provides a narrow exception to competitive bidding law where such bidding would be futile, undesirable, or impractical and would cause additional delay and cost (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; *Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348), so that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result, or where they do not produce any advantage . . . a statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694);

WHEREAS, bidding the additional work would have further delayed and will delay completion and increase the cost of the Project;

WHEREAS, bidding the additional work would not have produced an advantage to the District;

WHEREAS, based on the foregoing, it would have been and will be incongruous, futile, and unavailing to solicit bids for the additional work; and

WHEREAS, the District therefore desires to execute Change Order #3 with Contractor to complete the final work on the project;

NOW, THEREFORE, the Board of Trustees of the South San Francisco Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the reasons stated above, public bidding of the additional work would not have produced and will not produce an advantage to the District, and would have produced and will produce a net burden and distinct disadvantages to the District.
3. Based on the foregoing, it would be and will be incongruous, undesirable, impractical, futile, and unavailing to publicly bid the additional work.
4. That the Board hereby approves Change Order #3 without further advertising for or inviting of bids.
5. That the District's superintendent or her designee is authorized to take all steps and perform all actions necessary to execute and implement the change orders.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees, at a regular meeting held on the 8th day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chialin Hsieh
President of the Board of Trustees of the South
San Francisco Unified School District

Attest: _____
Secretary, Board of Trustees of the South
San Francisco Unified School District

May 11, 2023

SSFUSD Toilet Building Repair
525 Brannan St
Suite 400
San Francisco, CA 94107
Attn: Chad Hamilton, Principal

Subject: CO #03 – Ceiling Demolition and Reinstallation (HazMat)

Mr. Hamilton,

The below quote includes the following:

Mold Remediation at Skyline ES, Monte Verde ES and Alta Loma MA

1. Remove and properly dispose of water-damages GWB ceiling, approximately 160 sf per location
2. Disposal Includes any material that have visible mold
3. Installation of new drywall, and textured finished
3. Excludes testing of air in remediated areas. Repair of air moisture source.

Total cost \$58,709.02

If you have any questions, please feel free to contact me at (415) 902-3600.

Joseph Cumiskey

Contractor Performed Work (Prime)		Add	Deduct	Total
A	Labor Charge - See attached itemized breakdown	\$24,860.40		
B	Labor Burden & Worker's Compensation Charge	\$5,469.29		
C	Subtotal A+B	\$30,329.69	\$0.00	\$30,329.69
D	Material Charge	\$3,688.26		
E	Equipment Charge	\$0.00		
F	Subtotal C+D+E	\$34,017.94	\$0.00	\$34,017.94
G	Contractor's Overhead, Profit, Bond & Insurance	\$2,041.08		
H	Subcontractor Performed work and Prime Markup	\$22,650.00		
I	Total F+G+H	\$58,709.02	\$0.00	\$58,709.02
J	Time			

15 Days

Red D



Coastwide Environmental Technologies, Inc.

Proposal

BID 23 - 17086

April 26, 2023

Cumiskey Construction Corp.
P O BOX 27601

San Francisco, CA 94127

Phone: 650-453-3660

Fax:

Attn: Joseph Cumiskey

Job

South San Francisco U.S.D. Water Damage Repairs

Location:

116 Romney Ave, South San Francisco, CA 94080

Class of Work: Mold

SCOPE OF WORK

Per the preliminary mold inspection report, dated, 03/21/30/31/2023, conducted by ProTech Consulting and Engineering, Coastwide is to provide labor, materials, and equipment to remove and properly dispose of water-damaged GWB ceilings approximately 160 sf per restroom, and approximately 12-inches of wall finish below ceilings from boys' and girls restrooms at 3 school sites, (Monte Verde ES, Skyline ES, & Alta Loma MS) GWB finishes to be removed until there is no evidence of mold, Coastwide to clean out any visible mold from wood/metal studs, ceiling joists, price includes disposal fees.

The total Estimated number of containments (work areas) is 2 per school site. Coastwide recommends hiring a third-party consultant to inspect the remediation areas and collect final air samples.

Exclusions: Clearance air sampling. Repair of moisture source. Replacement or reinstallation of fixtures, cabinets, walls, flooring, or any building component.

Mold shall be treated and removed using Haz-Mat work practices including negative pressure containment, air scrubbing, and HEPA (High-Efficiency Particulate Air) vacuuming. Anabec Advanced Cleaning Solution is a typical biocide and Fiberlock IAQ 6000 is a typical microbial barrier (encapsulant). Substrate/structural members are to be decontaminated and encapsulated if not overly damaged.

Clarifications/Qualifications

During the abatement, an inspection may be required to ascertain the requirement for additional abatement of floor, wall, or ceiling areas. Additional work, if required, shall be billed \$185.00 hourly labor rate. Removal of obstructions is not included in the additional work rate. Remobilization for additional abatement is \$1,050.00 minimum.

Skyline ES Mold Remediation.

See 0

\$7,550.00

Monte Verde Mold Remediation.

\$7,550.00

Alta Loma MS Mold Remediation.

\$7,550.00

Rodrigo Gutierrez, Estimator

831-800-6465

rodrigo@coastwide.net

Prices are good 60 days from bid date.

Owner/General Contractor to ensure job site is accessible and free from obstructions. Not responsible for incidental tape, staple or safety procedure damage. A 1 ½ % interest charge will be applied monthly to any unpaid balance past 30 days from original invoice.

170 SECOND STREET. WATSONVILLE, CA 95076 (831) 761-5511 FAX (831) 761-5513

License # 523560 B, ASB, C-21, C-22 DOSH # 058 SBE # 3174 NorCal Laborers Signatory

June 8, 2023

DIR Reg # 1000001357

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Action

PCO

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PRIME

Labor			
Classification	Rate	Hours	Total
Project Manager	\$100.00	60	\$ 6,000.00
Laborers	\$65.11	120	\$ 7,813.20
Drywall Installer	\$90.81	120	\$ 10,897.20
Carpenter	\$89.76		\$ -
Cement Mason	\$74.56		
Painter	\$71.33		\$ -
Project Controls Admin	\$75.00	2	\$ 150.00
Labor Total			\$ 24,860.40

Material			
Description	Qty	Rate	Total
Materials	1	\$3,325.00	\$3,325.00
Sub Total			\$3,325.00
Tax		9.5%	\$ 315.88
Total			\$ 3,158.88
Mark-up		15%	\$ 47.38
Material Total			\$ 3,688.26

Equipment			
Description	Rate	Hours	Total
Dump Truck	\$ 66.11	0	\$ -
Truck	\$38.20	0	\$ -
Subtotal			\$ -
Mark-up		15%	\$ -
Equipment Total			\$ -

PCO

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Date 5/16/2023
SUB

Description

Labor			
Classification	Rate	Hours	Total
Project Manager	\$100.00		\$ -
Laborers	\$57.59		\$ -
Drywall Installer	\$72.00		\$ -
Carpenter	\$83.76		\$ -
Painter	\$59.59		\$ -
Project Controls Admin	\$65.00		\$ -
Labor Total			\$ -

Material			
Description	Qty	Rate	Total
Allowance	1		
Tax		9.5%	\$ -
Total			\$ -
Mark-up		15%	\$ -
Material Total			\$ -

Equipment			
Description	Rate	Hours	Total
Dump Truck	\$ 50.64		\$ -
Truck	36.92		\$ -
Subtotal			\$ -
Mark-up		15%	\$ -
Equipment Total			\$ -