

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

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

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

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

**OPEN SESSION - 6:30 p.m.**

**A. CALL TO ORDER**

**CLOSED SESSION - 6:30 p.m.**

1. To consider the appointment of one (1) public employee to the position of Assistant Superintendent of Human Resources, in accordance with Government Code Section 54956.
2. 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. Recognition for outgoing Student Trustee Torres
- b. Other

**L. STUDENT TRUSTEE REPORTS**

1. Tania Torres, Spring Student Trustee and ASB President South San Francisco
2. Katrina Oller, Fall Student Trustee and ASB President El Camino High School.

**M. 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/boardmeeting5112023> beginning at 3:00 p.m. on Monday, May 8, until 3:00 p.m. on Thursday, May 11. 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.

**N. INFORMATION ONLY PRESENTATION**

**1. ADMINISTRATION**

**a. SSF Education Foundation**

A representative from the SSF Education Foundation, a newly established non-profit organization, will review their Mission, Vision, Values, Approach, and Path Forward to help District students receive the education and resources to reach their highest potential.

**PAGE**

**O. PRESENTATION WITH POTENTIAL ACTION**

**PRESENTATION**

**1. ADMINISTRATION**

**a. SSFUSD Portrait of a Graduate**

Superintendent Shawnterra Moore will review an update of the year-long visioning effort, a “**SSFUSD Portrait of a Graduate**”, which describes the knowledge, skills, and mindsets District graduates will need to thrive in the future.

**ACTION**

**1. ADMINISTRATION**

**a. Approval of the SSFUSD Portrait of a Graduate**

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Staff recommends the approval of the proposed “**SSFUSD Portrait of a Graduate**” that reflects the hopes and dreams of the SSFUSD community, as presented to the Board.

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

|                                                                                                                                                      | <b><u>PAGE</u></b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>1. ADMINISTRATION</b>                                                                                                                             |                    |
| a. Minutes of the April 13, 2023 regular Board meeting.                                                                                              | 5 - 24             |
| b. Proposed Board of Trustees' meeting calendar for the 2023-24 school year.                                                                         | 25                 |
| <b>2. EDUCATIONAL SERVICES</b>                                                                                                                       |                    |
| a. Agreement between the District and the SMCOE for 5 <sup>th</sup> graders to participate in the 2023-24 Outdoor Education program in La Honda, CA. | 26 - 32            |
| b. Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.                                                                                                  | 33                 |
| <b>3. HUMAN RESOURCES</b>                                                                                                                            |                    |
| a. Certificated Personnel Assignment Order                                                                                                           | 34 - 57            |
| b. Classified Personnel Assignment Order                                                                                                             | 58                 |
| <b>4. BUSINESS SERVICES</b>                                                                                                                          |                    |
| a. Gifts to the District, April 2023.                                                                                                                | 59 - 60            |
| b. Fundraising events for the 2022-23 school year.                                                                                                   | 61 - 62            |
| c. Professional service agreements under \$25,000.                                                                                                   | 63                 |

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**INFORMATION/DISCUSSION**

**1. BUSINESS SERVICES**

**a. District Measure T Bond Costs of Issuance 64 - 65**

Staff will present information on the estimated and actual Measure T Bond Costs of Issuance, following the completed financing on April 26, 2023.

**ACTION** *(continued)*

**2. EDUCATIONAL SERVICES**

**a. Approval of IXL Learning Contract for the 2023-26 School Years 66 - 71**

Staff recommends the approval of the IXL web-based assessment program contract for grades K-12 in mathematics and ELA for the 2023-26 school years, as presented to the Board.

**b. Approval of SSFUSD Additional Diploma Option and Requirements 72 - 73**

Staff recommends the approval of a new pathway to a high school diploma for Students with Disabilities who meet eligibility requirements in AB 181 for the 2022-23 school year, as presented to the Board.

**c. Approval of Agreement with for Physical Education Instruction for the 2023-24 School Year 74 - 86**

Staff recommends the approval of the agreement between SSFUSD and Legarza Sports to provide standards aligned physical education instruction for students in K-5 at all nine elementary schools for the 2023-24 school year, as presented to the Board.

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- d. Approval to Continue Non-Public Agencies (NPA) Contracts for the 2023-24 School Year** 87 - 92

Staff recommends the approval to allow the Assistant Superintendent of Business Services to sign all Professional Service Agreements and the Director of Special Education to sign off on all Independent Service Agreements in order to fulfill Individualized Education Plan service agreements for the 2023-24 school year, as presented to the Board.

**3. BUSINESS SERVICES**

- a. Resolution No. 23-39 for Fund 11 and Fund 14** 93 - 95

Staff recommends the adoption of Resolution #23-39: Authorizing the establishment of fund balances for Fund 11- Adult Education and Fund 14 - Deferred Maintenance.

- b. Resolution No. 23-40 for Bank Clearing Accounts** 96 - 97

Staff recommends the adoption of Resolution #23-40: To establish clearing accounts for cash receipt transactions between the District and the County Treasury, as required by the San Mateo County Office of Education.

- c. Approval of Agreement for Crossing Guard Services for 2023-24 School Year** 98 - 102

Staff recommends the approval of the agreement with All City Management, in the amount of \$135,360, to provide crossing guard services for the 2023-24 school year, as presented to the Board.

- d. Approval of Auditor Contract for the Measure T Bond** 103 - 112

Staff recommends the approval of the contract with Eide Bailly LLP, in the amount of \$9,000 per year, to provide Measure T auditing services for fiscal years 2022-23 through 2024-25, as presented to the Board.

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**e. Approval of Agreement for Baseball Field Warning Track at ECHS 113 - 114**

Staff recommends the approval of the proposal from Frank + Grossman Landscape Contractors, in the amount of \$188,132, for a warning track at the ECHS baseball field, as presented to the Board.

**f. Approval of Contract for Hazardous Materials Surveys 115 - 141**

Staff recommends the approval of the contract with ProTech Consulting and Engineering, in the amount of \$37,040, for hazardous materials surveys related to upcoming HVAC projects prior to construction at nine District sites, as presented to the Board.

**g. Approval of Contract for Architectural and Engineering Services to Install Electric Vehicle (EV) Charging Stations 142 - 148**

Staff recommends the approval of a contract with Studio Perez, in the amount of \$33,630, for architectural and engineering services to install EV charging stations at the District Office, as presented to the Board.

**h. Approval of Citizens' Bond Oversight Committee (CBOC) Bylaws for Measure T 149 - 156**

Staff recommends the approval of the Citizens' Bond Oversight Committee bylaws for Measure T, 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.*

**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
- Approval of a refreshed Mission Statement
- Resolution in support of LGBTQ+ Pride Month (June)

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

- Board self-evaluation

**June 8, 2023**

- Teaching and learning presentation - ECHS
- 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
- 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 of the SLO MOU with 2022-23 student data and recommended language changes
- 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

## **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](http://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](mailto:ncantley@ssfusd.org)**

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## Memorandum

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**DATE:** May 11, 2023

**RE:** Approval of the SSFUSD Portrait of a Graduate

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### **BACKGROUND**

Below includes an update of our **year-long visioning effort**, a “**SSFUSD Portrait of a Graduate**”, which describes the knowledge, skills, and mindsets our graduates will need to thrive in the future.

Throughout the visioning effort, we focused on creating an inclusive process that would engage a broad range of our community members, including students, families, staff, and community partners. We particularly wanted to lift up the voices of those in our community who have historically not been heard. We deliberately tried out new approaches to ensure we were meeting students and families where they were, in ways that were convenient and accessible. All materials were in English and in Spanish, and Spanish translation was available for families at all meetings.

**Early in the year, we gathered a Visioning Working Group of 20 parents, alumni, staff, and community members who collectively reflect the rich diversity of our SSFUSD community.**



More than 75% of the group identify as people of color, more than 75% are parents of District students, and more than half are SSFUSD alums. The Visioning Working Group met multiple times over the course of the year to consider community input and feedback, external research, and examples from other school systems. Together, the Working Group drafted, revised, and ultimately finalized a proposed Portrait of a Graduate that reflects the hopes and dreams of our community. A refreshed mission statement will be presented at the next Board meeting on May 25.

The Working Group based the Graduate Portrait on **extensive outreach and engagement with our community**. In Fall 2022, more than 3,700 SSF community members responded to a survey about characteristics of graduates. This included more than 1,700 middle and high school students, approximately 1,400 family members, and greater than 575 staff members. More than 400 people also shared their perspectives in person or via Zoom. We talked with over 300 people during 25 conversations at school-based or District meetings, interviewed 12 District leaders, union leaders, and Board members, and held 5 focus groups (with principals, staff, parents, and students).

To reach this level of participation, we did a lot of outreach. We made phone calls to 1,835 families to boost survey participation, focused on Title I schools (with support from Faith in Action). We sent emails and text messages to families, dedicated time during school for students to complete the survey, made posts on our website and social media, and canvassed families at school arrival/dismissal and events.



By this spring, our Working Group had developed a draft Portrait of a Graduate. We took this back out to our community to get feedback and make sure it matched what our community was seeking for our graduates. More than 1,100 people weighed in, via a survey, and hundreds more shared their perspective in person or via Zoom. We

held 10+ focus groups or conversations with students, families and staff. And we also hosted two bilingual Community Conversations (one virtual and one in person) to spotlight the perspectives of our students, and give our community members the opportunity to discuss the draft Portrait of a Graduate in small groups. All this feedback was synthesized and discussed by the Working Group, who revised their draft and ultimately developed the document we are sharing.

For more detail about the process, including community feedback and external research, click here to see a summary from our planning partner Attuned Education Partners: <http://bit.ly/3V1vmHA>

The visioning work we've done this year will establish the foundation for our District's multi-year strategic planning process. Our Portrait of a Graduate paints a clear picture of what we want to be true for all our graduates. Using this as our end-goal, we will spend the summer and fall developing a plan to achieve this vision. We look forward to sharing updates with our Board and our broader community on how we can all contribute to developing the multi-year plan.

**FISCAL IMPLICATIONS:**

None

**RECOMMENDATION**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the proposed Portrait of a Graduate (on the following page) that reflects the hopes and dreams of the SSFUSD community.

# SSFUSD Portrait of a Graduate (proposed)

| As an educational community united in our commitment to equity, we work together to ensure that <u>every</u> graduate has the essential academic and social-emotional skills, knowledge, and habits to: |                                              |                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Graduate aim                                                                                                                                                                                            | Characteristic                               | Description                                                                                                                                                                               |
| <b>LEARN</b><br><i>constantly as their life and world change</i>                                                                                                                                        | Intellectual curiosity and critical thinking | Embraces a growth mindset and love of learning by seeking understanding, asking questions, and using data and evidence                                                                    |
|                                                                                                                                                                                                         | Academic excellence                          | Demonstrates mastery of all academic disciplines needed for post-secondary success                                                                                                        |
|                                                                                                                                                                                                         | Creativity and resourcefulness               | Explores their creativity and finds new and innovative ways to solve problems                                                                                                             |
| <b>THRIVE</b><br><i>as a person</i>                                                                                                                                                                     | Self-awareness                               | Confidently embraces their identities and understands their values, intentions, and impact on others                                                                                      |
|                                                                                                                                                                                                         | Wellness                                     | Lives a healthy lifestyle that promotes their physical, mental, and emotional well-being                                                                                                  |
|                                                                                                                                                                                                         | Real-world readiness                         | Uses life skills including time management, goal setting, self-discipline, motivation, and self-advocacy to navigate day-to-day responsibilities, overcome obstacles, and feel successful |
|                                                                                                                                                                                                         | Career and/or college readiness              | Understands their options after high school (education, careers, entrepreneurship), and is prepared for success in whatever path they choose                                              |
| <b>NAVIGATE</b><br><i>their future purposefully</i>                                                                                                                                                     | Technology skills                            | Uses current technologies fluently to meet their needs and solve problems                                                                                                                 |
|                                                                                                                                                                                                         | Financial literacy                           | Understands the importance of money management and has the skills to make informed short and long-term financial decisions                                                                |
| <b>IMPACT</b><br><i>their community for the better</i>                                                                                                                                                  | Collaboration                                | Demonstrates empathy, teamwork, effective communication, and respect to collaborate effectively toward a common goal                                                                      |
|                                                                                                                                                                                                         | Community service and engagement             | Finds opportunities to support others and be involved in their communities                                                                                                                |

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**  
**Minutes of the Board of Trustees' Meeting of April 13, 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 - 7:01 p.m.**

**A. CALL TO ORDER**

**B. ROLL CALL**

|                |                                                                                                                                                                                                                  |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board Members: | Ms. Amanda Anthony - Present<br>Dr. Chialin Hsieh - Present<br>Ms. Daina Lujan - Present<br>Mrs. Patricia Murray - Present<br>Mrs. Mina Richardson - Present<br>Ms. Tania Torres, Student Board Member - Present |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

Student Trustee Tania Torres joined the meeting at 7:03 p.m.

**C. PLEDGE OF ALLEGIANCE** - was led by Spruce ES student Rebekha Solano. Interim Principal Angelica Garduño Fletes said Rebekha is a 5<sup>th</sup> grader who is part of the school's Green team and active in their safety patrol. She likes reading and science and enjoys gymnastics and skateboarding. She is engaged and participates in class.

**D. LAND ACKNOWLEDGEMENT STATEMENT**

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

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

**E. REVIEW OF AGENDA** - No changes.

**F. PTA COUNCIL REMARKS** - None

**G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS**

**South San Francisco Federation of Adult Educators** - President Elizabeth Bales-Stutes said Adult Ed. is in the business of empowering adults through education. They just had a midterm visit and are working hard to keep the momentum going through the end of the school year. She thanked the Board for supporting CSEA and approving their contract. She participated in the Educator Appreciation Design Principles session on March 16 and enjoyed the opportunity to work with educators to shape the District's appreciation efforts. She spoke about the staff at the Children's Center and the valuable work they do serving the youngest students while working split shifts, holidays and for lower pay. She said, "...if we are serious about the welfare of children, we must compensate preschool teachers and child care workers fairly." and asked the Board to support the Children's Center tentative agreement.

**South San Francisco Classroom Teachers Association** - President Heather Burns said bargaining for the Children's Center starts soon and they will negotiate compensation, teaching hours, and other important items. "They are invaluable to our community, kids, and the District. They often feel underappreciated, underserved, and unrecognized." "We have the best child care center teachers in San Mateo County and we need to retain them." She said CTA recently voted to pass the bell schedule. CTA will be holding a members only party on May 5, which is being gifted by the Bay Ed Fund, to celebrate their accomplishments this year. She said that only four teachers are retiring this year and this "...goes to show that the salary increases and having a three-year contract did its job in retaining our fantastic staff." President Burns noted that some unhappy parents, students, and staff attended this meeting to advocate for a safe and healthy learning environment for kids and CTA will help however they can.

**California School Employees Association Chapter 197** - None

**H. PERSONNEL COMMISSION** - Assistant Superintendent Jay Spaulding reported that the last next Commission meeting will take place on April 17, 2023.

**I. ITEMS FROM BOARD** - None

**J. SUPERINTENDENT'S REPORT**

- a. **Bay Ed Fund** - Superintendent Shawnterra Moore reported that in partnership with union leaders, the Bay Ed Fund, and the SSF Education Foundation, SSFUSD is working to elicit staff feedback on the best way ways they want to be appreciated. 300 staff members voted on different categories. This participation is a great start and the feedback will be used to appreciate and acknowledge all the efforts of our educators.
- b. **ECHS Baseball Field** - Dr. Moore updated the community about the injury of a guest player at the school's baseball field. After learning of the incident, the Facilities staff examined the field, gathered information from the ECHS staff, and then reported on what was needed to improve the safety of all student athletes. The Facilities Director has been authorized to install padding to the outfield pole and to work with a contractor to put in a warning track as a safety precaution to alert players when they are approaching the outfield pole. The Superintendent addressed community concerns that ECHS would no longer have an athletic program. She stressed that the school still has a baseball team and the District is looking to relocate all home games to another site until ECHS's field assessment is completed. "And just to clarify for our community, what I'm proud of is that our team, once we learned of this, immediately responded and we sent a team to the school to learn more about the concerns. None of the health or safety concerns had been brought to our attention or reported...to the school principal or District office officials prior to this incident. We certainly would have done our best and worked hard to address them if that were the case, and truly, truly our heart and our thoughts go out to the injured student and we wish him a speedy recovery."
- c. **ECHS Graduation** - the Superintendent commented on community feedback concerning not having a stage for this year's graduation ceremony. After speaking with Principal Briano, she confirmed there will be an accessible and inclusive stage for graduates to cross as in previous years. She said the principal also sent seniors a survey to communicate the plan and ask for feedback. Dr. Moore said, "I just want to encourage our community and encourage our students especially to feel comfortable going to your school leadership or a teacher and talking to them about your concerns, who can help you advocate. Mr. Briano was not fully informed or aware that there were concerns...and we want to make sure that our students feel like they have trusted adults on campus that they can go to and express their concerns with so that they can be acted upon." "...We want graduation to be a very memorable and a very special event, and we are looking forward to eliciting feedback from students and then the school can address it as needed."
- d. **Graduation times** - Dr. Moore said she was informed that the graduation times at one middle school and a high school would be close and it would be difficult for a parent to attend both ceremonies. She stated that the principal of that particular middle school has begun thinking of ways to problem-solve, so this is another opportunity to work with the principal and the community there. "I just wanted to let you know that we are aware and we are working on it."

## K. STUDENT TRUSTEE REPORTS

1. Tania Torres, Spring Student Trustee and ASB President South San Francisco highlighted the following recent and upcoming events at her site: On March 24, their annual Day on the Green was held with many activities and games for students to enjoy including a petting zoo from the Animal Rescue Club, a Pie the ASB President, carnival games, and an inflatable obstacle course; prom took place on April 8 at San Francisco City Hall and the 2023-24 ASB officers will soon be looking at venues for next year's prom; the Red Cross Club hosted a blood drive on March 10, but after a few donations the event had to be cancelled due to temperature problems so it has been rescheduled for April 19; ASB is excited to be closing out the year with events such as Senior Sunset, Multicultural Week, and the Farewell Rally; and spring sports are entering their final month of the season.

Ms. Torres spoke about the SSFHS closed restroom situation which was brought up at a recent Board meeting. She said there has not been any follow up by administration and this issue has been going on for years. More students have voiced their concerns. She shared that, "I personally, along with some other students, last year created a campaign that was basically a subdivision of our Students for Change Club, in which we advocated for the bathrooms to be opened up as well as gender neutral changing spaces in bathrooms. We created a proposal for the problem as well as tangible data to show student perspective through a survey we conducted on students' feelings on gender neutral spaces...and students overwhelmingly stated their desire for an equitable campus in which gender-neutral bathrooms were open and gender-neutral spaces were created." In August, she saw that administration said they were working on. "I urge the board to do something about this and help us create a meaningful change especially for non-binary and transgender students to feel safe and welcomed on our campus."

"I genuinely believe that with this issue and campaign, student activists, but really the whole student body has taken what is called the right steps. With the issue of the dress code or the mascot, we were told we were too abrupt or we should have brought it to administration first before taking direct action or even before bringing to the Board. It's understandable as it's the respectful and practical thing to do, however, that would be a fair judgment if it actually created change. We did exactly what we were told to do. We brought it privately to the administration multiple times from multiple sources yet nothing has changed. You can understand the frustration and confusion that this creates when it comes to student advocacy, student campaigns, and overall the well-being of our student body."

Ms. Torres said there are other issues at SSFHS such as the use of the 'N' word and some teachers "...enabling or not punishing discriminatory language being used in the school, but especially in the classroom." When we

create confusing and frustrating parameters we discourage students from advocating for themselves and for their peers and we uphold this culture of conformity with things we know to be wrong. With that being said, I do think the culture around the way we view our students and their needs has to change. At least at South City, we have created this sense in which we only view the positives.” “We have flaws, we have made mistakes and there is change needed in some parts of this District. We fail our students if we aim to just focus on the good parts to make ourselves look good.” “The thing about education is we are just as successful on a day where we admit certain things went wrong, in fact I would even dare to say that we are more successful in the former because we were able to take a step back and admit that something is wrong.” “Passion for education is a reason why we are here today.” “By creating change and a more equitable environment for students you benefit our whole student body and create a space where learning and community are the priority.”

Trustee Mina Richardson said, “I was very interested in everything you say...and I congratulate you for being so honest and well spoken. And I have to take credit for that. The Board really does encourage our women to keep talking.” She asked for more information on what happened with the blood drive. Ms. Torres said the temperature was not right for the blood collected and the Red Cross is very strict on using the proper procedures.

2. Katrina Oller, Fall Student Trustee and ASB President El Camino High School shared the following news from her school; CAASPP testing is happening this week; In honor of Earth Month, a few of students on campus have collaborated with the County on a clothing and shoe drive, from April 3 to April 17, to help raise awareness about making sustainable fashion choices; tonight the jazz band is hosting a Jazz Night performance; tomorrow the Advanced Performing Dance Team is conducting auditions for next year's cast; and on Saturday, April 15, the junior/senior prom will take place at the Asian Art Museum in San Francisco with the theme “In Bloom”.

Ms. Oller reported that because of their hard work on the prom and other events during the year, the four class officers were honored with ECHS's leadership award for March.

## **L. PUBLIC COMMENTS**

Margaret de la Cruz, a parent of two District students, spoke about the violence in SSFUSD schools. She shared her concerns at the start of the school year with the Principal and Superintendent, but has not seen any changes. Her children are afraid to attend school. The fights, which are becoming more violent, are videotaped and circulated through the school creating anxiety. She said the lax polices are not working and need to be revisited to stop the violence and provide a safe learning environment for students.

Gineka Eustaguio, a District parent, said there are not many places where parents feel safe to talk and not face intimidation. She referenced an incident that happened at Westborough MS last month. She asked what parents are doing to protect their children. "...there is a point that we cannot protect our children. It is going to be at school and the school is going to be in charge of that." She asked what training school staff and leadership are getting and also who conducts the investigation and how long it takes. She inquired if the investigator will make an assessment before or during the investigation. She requested appropriate training resources for the kids. "...children underreport problems and don't talk at the first incident. They usually stay quiet. "...what are the kids' rights? Are we going to keep the school safe? That is our job."

John Jacobson, a longtime fan and supporter of ECHS sports, spoke about the injury of the baseball player from San Francisco's Washington HS. "... he ran face-first into the outfield fence, fell down, our trainer went out to assist, the ambulance was called, the player was taken away." The game was suspended with ECHS leading. "So Tuesday I found out that ECHS was suspending all their baseball games for the rest of the year, home games, which really saddened me. It was a black mark against ECHS, and I really found it to be unnecessary." He spoke with a former coach, who in 29 years working at ECHS, never had a player run into the fence. Mr. Jacobson said most fences in the County are not padded and the visiting team plays on a field without fences. He cannot understand why it is unsafe to play on the baseball diamond when it has been safe for the past 62 years and finds this a slap in the face for ECHS.

John Santiago, a parent, spoke in favor of the ECHS Colts being able to play the rest of the season. He said the field is one of the worst in America and it can be made better and playable. While it is far from unsafe or neglected, it does need improvements. "It's not about dollars and cents..." "... it's about the pride that you give in your City and what you present to other cities. What you present to these young men and women. You are the leaders. These are the new and future leaders that you are giving an example to. So show them that pride that you have..." "Let's have accountability and leadership" "And on the point of safety, our kids are our kids. Schools are not daycares. We have to take care of them as parents as well. We have to guide our kids to go to school, to be safe, but the teachers can't do all that." "If something goes on, stop videotaping. Do something about it."

Nawel Voelkes, a homeowner, lifelong SSF resident, and ECHS parent spoke about her disappointment with how the closing of the field was handled. While the message was to communicate that the field was not safe for play, it was not the best way to respond to the players. They should have told the kids what was going to be done to make the field safe for them. "I don't think it's a good message to the kids to look over on that side and see a brand new football field with brand new lights and a beautiful track, to look over on that side and see a brand new softball field for the ladies, which is all wonderful, but you don't leave the baseball team high and dry and just playing on a decades-old field that hasn't been upgraded or updated and it obviously has some safety concerns." She urged the Board to take whatever action is necessary. It is unfair for the kids, who feel like they are being punished and their season has been ruined without a home field.

## M. INFORMATION ONLY PRESENTATION

### a. Teaching and learning presentation: Spruce Elementary School

Interim Principal Angelica Garduño Fletes shared educational priorities and programs at Spruce ES. She also recognized the following parent volunteers who received certificates of appreciation from the Board: Alberto Avellan, Eva Hudekoff, Zulema Mendez, Marinela Molina, and Marcela Yerena-Avellan.

#### 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 Garduño Fletes said her site is focusing on the GPS and working through their instructional leadership team to shift their goals to align with District priorities. As the CAR sign clearly states, “Everyone drives the car at his or her own level” as they strive for equity at Spruce ES.

#### District/LCAP Goals

Principal Garduño Fletes said Spruce ES is focusing on LCAP **Goal #1, Academic Achievement** and **Goal #4, Special Education**. This year they are working with English Language Learners and creating a pilot model for the following school year as a result of what they are seeing in their data. They have also been reviewing practices in the classroom as it pertains to SpEd students, taking into consideration that all students learn differently. It comes in the form of a 3-part professional development on Universal Design Learning which is a framework to improve and optimize teaching and learning for all students.

#### Demographics

The Spruce ES student population is predominantly Hispanic/Latinx at 82%, followed by Asian at 6%, and Filipino at 5% being the largest groups.

Of the 406 total students, 52% are male, 48% are female. 62% are identified as English Learners, 17% are Students with Disabilities (SWD) and 67% are socioeconomically disadvantaged.

40 students are re-designated English Learners.

#### Attendance Snapshot

Principal Garduño Fletes shared the average daily attendance by ethnicity, gender, ELs, SWD, and socio-economically disadvantaged students. It includes both excused and unexcused absences. For the

total student population, Spruce is in the 90<sup>th</sup> percentile thanks to her office staff who make daily calls to connect with families.

### CAASPP Data

#### **ELA 2021-22**

- This was the first year of the return to in-person learning.
- 50-75% of 3<sup>rd</sup> to 5<sup>th</sup> graders were at level 1 (standards not met) and level 2 (standards nearly met).
- Overall, 43.13% of 3<sup>rd</sup> to 5<sup>th</sup> graders were at level 1, 23.70% at level 2, 22.27% at level 3, and 10.9% at level 4.

#### **Math 2021-22**

- 71% of grades 3-5 were at levels 1 and 2.
- Overall, 42.20% of 3<sup>rd</sup> to 5<sup>th</sup> graders were at level 1, 28.70% at level 2, 18.81% at level 3, and 10.09% at level 4.

#### **2018-19 vs. 2021-22 Comparison**

- ELA had a small dip of -0.83%.
- Math slid by -11.81%.

#### **2020-21 vs. 2021-22 Comparison**

- ELA improved by +9.57%.
- Math gained +5.66%.

Principal Garduño Fletes attributed the improvement with in-person instruction and the addition of three Reading Specialists working with the students.

#### **2022-23 English Learners**

- Total student population is 409
- Total EL levels 1-4 is 284
- 62% of students are ELs - the highest concentration of all nine District elementary schools
- 10% of ELs are newcomers (new to the country and starting in a US school for the first time)

### ELPAC Summative Data

ELs were at 11.27% proficiency in 2018-19. This dipped to 9.89% in 2021-22. The CA Dashboard shows that 43.4% of ELs are making progress towards English proficiency. 40.7% have progressed at least one level since last year, 37% maintained, and 19.6% decreased at least one level.

### Building the Spruce ES Community and Partnerships

Principal Garduño Fletes shared some events that have been held at Spruce ES this year including a science assembly, Spirit Days, Ruby Bridges Day Walk to School Day, Career Day, and Girls on the Run. The biggest highlights were the Winter Festival and Winter

Performance which were the first time parents were invited to the school since the pandemic began.

Partnerships include Science for Scientists, The Heal Farm Project, Project Read, and Every Kid Deserves a Bike Program. The Heal Farm Project invites 2<sup>nd</sup> and 3<sup>rd</sup> graders to their location in Half Moon Bay where kids learn where their food comes from and why it matters. Project Read parks their Learning Wheels truck at Spruce ES once a week to expose their families to books.

#### Moving Forward to 2023-24

- ELD Teacher (New position)
  - Flooding Model - specialists and support staff work in collaboration with classroom teachers
  - Implementing a master schedule to strengthen small group instruction for ELA and Designated ELD.
  - Reading Specialist intervention push in model
- Updated PBIS for 2023-24 school year - a PBIS committee has been working with the Santa Clara Office of Education to review the current PBIS model to clean it up and improve it.
- Further strengthening PTA
  - Membership up by 56 from 2021-22 to 2022-23, but not all are active

#### Team Acknowledgement

Principal Garduño Fletes thanked her team members for working at a Title 1 school and giving 200% every day. She challenged the Board to visit Spruce ES and ask students what the Cougar Norms are. Spruce Cougars are safe, responsible, respectful, and kind.

Student Trustee Torres said she briefly attended Spruce ES in the 5<sup>th</sup> grade, when she immigrated as an EL newcomer. “I hope you know what you do every day will be...lasting memories for these kids and even as it's hard, it's all worth it and I'm sure you know that...”

Trustee Richardson thanked Principal Garduño Fletes for her presentation and her smile which carries the whole school. She visited Spruce ES and saw the TK kids acclimating to the site. She enjoys seeing the attendance level in the 90's.

Trustee Amanda Anthony also thanked Principal Garduño Fletes for her presentation. She said, “I'm really glad the school has you. I can see you're building and supporting a culture of inclusion and respect, and welcoming. And I think that that is really important and really wonderful, especially for our newcomers, but for every student, it is incredible that you are doing so well with attendance when most of our schools are not doing that well. Thank you for making it a community that your students and families want to be a part of.”

Vice President Patricia Murray told Principal Garduño Fletes her report was great. She appreciates her work towards everything she does, towards helping every single student, and making newcomers feel included. "When I was there campaigning...you were out there in the morning...saying hi to the kids and the parents and everybody knew you. That's just such a great indication of the community in a campus. So thank you very much."

Trustee Daina Lujan thanked Principal Garduño Fletes for the presentation and the honest look at the data. "I wanted to also thank you for the time you have clearly spent unpacking the data and thinking about each child as an individual." She said she is excited to hear about the impact of the flooding instructional model as well as push-in support. "You clearly have united a community, and I'm grateful that you're there, I'm grateful the way the staff [and] families have come together. Clearly it's a school where every child matters."

President Chialin Hsieh thanked Principal Garduño Fletes for a wonderful presentation. She said the growth in the Spruce ES PTA from 30 to 86 people is amazing and that the school's leadership and staff encourage parents to be a part of that. She echoed all the compliments from her fellow Trustees.

**N. PRESENTATION WITH POTENTIAL ACTION - None**

**O. CONSENT AGENDA**

MOTION #65 (Lujan/Murray) to approve Item 1a, Children's Center CSPP PS 2022-23 QRIS block grant; Item 1b, Children's Center CSPP Subcontractor 2022-23 QRIS block grant; Item 2a, Certificated Personnel Assignment Order; Item 2b, Classified Personnel Assignment Order; Item 3a, 2022-23 fundraising events; Item 3b, Professional service agreements under \$25,000. Motion Carried. (Unanimous)

**INFORMATION/DISCUSSION**

**1. HUMAN RESOURCES**

**a. Williams Uniform Complaints for Third Quarter Ending 3/31/23**

Dr. Spaulding presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 3/31/23, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment.

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

## **PUBLIC HEARING – SSFCTA Additional Proposal**

The Board meeting was suspended to open a public hearing at 8:13 p.m.

### **SSFCTA Proposal to SSFUSD**

The South San Francisco Classroom Teachers Association (SSFCTA) proposal was presented to the South San Francisco Unified School District (SSFUSD) Board of Trustees for successor negotiations related to the Children's Center. Dr. Spaulding said that following its initial proposal to the SSFCTA, the District reserved its right to negotiate an additional article. It is Article 18 for the Children's Center and includes compensation, teaching hours, calendar, vacation, site supervisor, teacher in charge, professional development, and leaves.

This Public Hearing provided an opportunity for members of the public to comment on the SSFCTA initial proposal.

There were no public comments made.

The public hearing was closed and the Board meeting resumed at 8:16 p.m.

## **ACTION**

### **1. ADMINISTRATION**

#### **a. Resolution No. 23-15 for Trustee Compensation**

MOTION #66 (Murray/Anthony) to adopt Resolution #23-15: To allow stipend payment for Trustee Lujan who was absent from the March 23, 2023 Board meeting. (AYES: Student Trustee Torres, Anthony, Hsieh, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

#### **b. Resolution No. 23-12 for Earth Day**

Trustee Lujan read the resolution.

MOTION #67 (Lujan/Murray) to adopt Resolution #23-12: In support of Earth Day. (AYES: Student Trustee Torres, Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

#### **c. Approval of Individual Board Member Annual Spending Accounts**

Dr. Moore provided some history to the spending accounts and said that in 2020 an informal Board member allowance was established for participating in opportunities within a reasonable budget. "Previously and currently the Board participates in several trainings, activities, and events. Some of these are professional learning while others may be

classified as more social gatherings and relationship building events. It was agreed that the costs for major professional learning events like the California School Boards Association annual conference, equity network meetings through the San Mateo County School Boards Association and Masters in Governance sessions, for example, would not be included in the budget. So in order to develop a clear understanding of what is most appropriate to participate in and the ideal allocated amount, the Board asked that this item be brought back to discuss what they wanted to provide themselves in terms of an annual spending limit for participating in individual professional conferences, activities, and/or advocacy events and the Board will have an opportunity to discuss and hopefully agree on the total annual allotment for Board workshops, trainings, and conferences outside of those major ones that I listed. The Board may also choose to discuss and decide whether to include or exclude additional fundraising events or social gatherings outside of whatever amount you may decide. The Board may want to consider discussing criteria which would make sense for attending out of State conferences. One consideration may be whether there's a direct connection of alignment to the goals and priorities of the District, whether attendance will help to increase Board members' knowledge or skills, [if it is] supportive of the equity, diversity and inclusion commitment and Board policy and whether or not you believe the topics, the amount to be spent or the impact makes sense based on the District's goals and priorities and the Board was also provided with various Board policies, bylaws, [and] administrative regulations, to just help inform your discussion and your decision."

Trustee Richardson asked who brought the issue forward. Trustee Lujan said it came up as a request since the item was not agendized and therefore, could not be discussed by the Board on a previous agenda. It was a directive to add this topic to a future agenda.

Trustee Anthony clarified that on a past agenda, only a Trustee's request to attend a conference in Washington, D.C. was included. The Board discussed that specific visit and then had a secondary conversation on whether or not Trustees should have spending accounts and if so, how much each Board member should be allotted. Since this topic was not previously included, the Board could not talk about unless it was agendized.

Vice President Murray said the CSBA Delegate Assembly conference in Sacramento, which she will be attending and representing the District, would be considered a regional event. Trustee Lujan stated that the current \$2,000 limit has worked well since it was implemented. She shared that while serving as a delegate during COVID, meetings were on Zoom and she did not have the expense of a hotel or registration fee. She said they should maintain the \$2,000 budget, but

allow for a specific item such as CSBA learning opportunities which align with the Board's advocacy work and District priorities to be discussed and approved above the budget.

Trustee Richardson said she was surprised to read that it is up to the superintendent to decide if a Board member could go. She has a problem with this since the superintendent might deny the conference and it should be a privilege for a Board member to attend if they want to. "I just wanted to clarify that a Board member can...confer with the superintendent but the choice should be left up to the member."

Dr. Moore noted that Trustee Richardson was referencing the Board policy that the superintendent and his or her designee will establish the process or the protocols. "Most often, any time we engage in travel or we participate in conferences, the Board follows the same policies and practices as the rest of the staff." The Board policy requires any out of State travel to be approved by the Board. Trustee Richardson said it was her understanding that Board approval would still be needed to attend various things even if they are within the \$2,000. Dr. Moore provided examples of events, within the County, for which Trustees receive invitations that have nothing to do with professional development, such as the Superintendent's luncheon, Kent Awards dinner, or a Chamber of Commerce gathering. Those are things for which the funds would be utilized. Conferences and such would be paid outside of the \$2,000 budget.

The Board recessed at 8:34 p.m. for a break and reconvened at 8:46 p.m.

President Hsieh recommended that the Board follow the Board policy, bylaw, and regulation concerning the spending accounts. The Trustees are the policymakers and need to follow those policies. Trustee Anthony said she agreed with that.

Trustee Lujan recapped the conversation with the following motion. "To approve continuing with the \$2,000 budget for social activities that Board members engage in, like SMCSBA dinners and the City events and those kinds of things, and outside of that bucket, the Board will also provide for an allowance for the Equity Network with SMCSBA, the CSBA Masters in Governance, Delegate Assembly, and the annual conference, and then create a space for activities that might involve out of State travel or professional learning that align to District goals that will be brought before the Board, and that Trustees also follow the Board policy so that way they are following the same rules they have envisioned for staff. And they put ourselves in alignment with what they are expecting of staff."

Trustee Richardson wanted to add one more item "...that basically the member decides which conference they would like to attend and approaches the administration with that request..." "And it's not up to the Board to say well you can't go to this conference. All around the State and the County, [if] the member wants to attend, it happens." Trustee Anthony asked and Dr. Moore confirmed that the Board must approve any overnight in-state conference. Trustee Anthony said if the Board is following the policy that they are setting, a similar Trustee request would need to be approved if under the \$2,000 limit. Trustee Richardson said she did not believe the Board should approve a training. President Hsieh noted that the individual member can always propose it and bring it to the Board for approval. Trustee Lujan said she heard Trustee Richardson ask that a Board member be able to select a learning opportunity without superintendent or Board decision, which is a contradiction to the motion she made.

Trustee Lujan restated the motion.

MOTION #68 (Lujan/Murray) to approve the Board continuing with the \$2,000 budget for social activities and networking events, and outside of that bucket, there is also an allowance for the Equity Network with SMCSBA, the CSBA Masters in Governance, Delegate Assembly, and the annual conference, and the Board creates a space for activities that might involve out of State travel or professional learning that align to District goals and it will be brought before the Board, and that Trustees also follow the Board policy so they are in alignment with the same rules that they are expecting of staff. Motion Carried (Unanimous)

Trustee Richardson asked why the Board would have to approve a conference with training if it is within the \$2,000 budget. Trustee Anthony stated that it would need to be approved by the Board because that is what the Board does for staff travel. "Under our current policies, we have to approve staff travel for in-state or out of state conferences. We are saying in this motion that we want to also approve our own Board travel under the same policies that the staff is abiding by, because we are the staff who is setting the policy and so we should also set the policy and also follow the policy. That is what our motion is saying."

Assistant Superintendent Keith Irish said all staff complete an application and it goes through a process of many steps, ending with him approving it. He checks if it is for professional learning within either a site priority within their SPSA, or a District priority. For any professional development opportunity for staff that is out of State, the Board has to approve it. That is the Board policy. Mr. Irish said he also looks if there is an equivalent professional learning opportunity that is cheaper in which case he will deny the request and approve

another location/opportunity instead. “So we do that because we have outlined that policy and we want to be fiscally responsible with this, and we’re really careful with our professional development budget. It’s in our LCAP, so Mr. O and the Business Services team...must approve it too. We check budget numbers so we can stay within our allocation.” Trustee Richardson told Mr. Irish she agreed that staff has their own set of protocols and norms which they must follow. The Board should be fiscally responsible and not overspend. However, she wants an exception for Trustees who want to advance their knowledge. “I just want you to understand that we would like to have that little bit of autonomy that has not been part of this...” She said in other districts, a Board member says they want to go and it’s done. Mr. Irish said “This is just a system and process that we believe in. It’s backed up by Board policy and administrative regulation. I’m not in disagreement, I’m just sharing what we do for staff and I consider all of us in this room staff.” “I was just clearly explaining what the process is, [that] any classified staff member, certificated staff member, District office administrator, [and] superintendent follows.

**d. Approval of Updated SSFUSD Governance Handbook**

MOTION #69 (Lujan/Murray) to approve the SSFUSD Governance Handbook, which was updated at the February 25, 2023 Board workshop. (AYES: Student Trustee Torres, Anthony, Hsieh, Murray; NOES: None; ABSTAIN: Richardson). Motion Carried on a 4-1 vote.

**2. EDUCATIONAL SERVICES**

**a. Approval of the Updated EL Master Plan**

MOTION #70 (Anthony/Lujan) to approve the EL Master Plan, with changes. Motion Carried (Unanimous)

**b. Approval of a New Course Implementation for the 2023- 24 School Year**

MOTION #71 (Murray/Lujan) to approve the implementation of a course of study in ***Public Speaking and Debate*** at ECHS in the 2023-24 school year. Motion Carried (Unanimous)

**c. Approval of Renewal of Special Education Contracts**

MOTION #72 (Murray/Lujan) to approve contracts with Unique, Spire, and Goalbook to provide students with standards based educational services. Motion Carried (Unanimous)

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

MOTION #73 (Anthony/Richardson) to approve the LCFF supplemental funded positions for 2023-24. Motion Carried (Unanimous)

**e. Approval of Department of Rehabilitation Contract Form and Adoption of Resolution #23-10**

MOTION #74 (Lujan/Murray) to approve the Department of Rehabilitation's contract signature authorization form and adoption of resolution #23-10, authorizing designated District personnel to sign. (AYES: Student Trustee Torres, Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

**3. HUMAN RESOURCES**

**a. Resolution No. 23-13 for Day of the Teacher**

Board Clerk Richardson read the resolution.

MOTION #75 (Richardson/Murray) to adopt Resolution #23-13: Designating Wednesday, May 10, 2023, as the California Day of the Teacher. (AYES: Student Trustee Torres, Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

**b. Resolution No. 23-14 for Classified School Employee Week**

Trustee Lujan read the resolution.

MOTION #76 (Lujan/Murray) to adopt Resolution #23-14: Designating May 21 to May 27, 2023, as Classified School Employee Week. (AYES: Student Trustee Torres, Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

**c. Resolutions No. 23-16 through 23-36 for Retirements**

MOTION #77 (Lujan/Murray) to adopt Resolutions #23-16 through #23-36: Honoring employees for their years of service to the District. (AYES: Student Trustee Torres, Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

The retirees are Jason Duchan, Judith Elder, Juan Fuentes, Bina Israni, Helen Kashevaroff, Bettyann Motylewski, Dolores Reinke, Jay Spaulding, Julie Tucker, Joan Walsh, Ma Venus Baylon, Martha

Chavez, Robert Furr, Silvia Grady, McCurtis Hogg, Michelle Kadlecik, Susan McCauley-Fountain, Nancy Pyle, Susan Sazio, Sahar Shihadeh, and Kit Yuen.

#### **4. BUSINESS SERVICES**

##### **a. Approval of a Proposal with HCI Systems, Inc. to Install a Fire Alarm System**

Trustee Anthony asked why the District needs to install the system if Serra Vista is not a site being used for children. Mr. O replied it is a Fire Marshal requirement to upgrade the system because it is too old and the property is leased to the Unitek Nursing School.

Trustee Richardson said she appreciates saving the building for the community since it is used by various local groups, is the District's training location, and will be this year's site for the Golden Apple/Retirement celebration. She inquired whether the District was still using an onsite person to stand watch 24 hours a day since the fire system is so outdated. Mr. O said the Fire Marshal is requiring the fire watch, but he has located another company for the work which is less expensive. She asked if Mr. O had received a commitment from Unitek that they will continue to use the facilities once the installation is made and approved by the Fire Marshal. He replied that they have not mentioned relocating and are actually looking for another property to expand the school.

MOTION #78 (Lujan/Anthony) to approve a proposal from HCI Systems, Inc., in the amount not to exceed \$95,062, for installing a new fire alarm system at the Serra Vista site. Motion Carried (Unanimous)

##### **b. Approval of Award of Contract for Tree Maintenance at Parkway Heights Middle School**

MOTION #79 (Murray/Lujan) to approve the award of contract to Arbortech, the lowest responsive, responsible bidder, in the amount of \$32,700.00, for tree maintenance at Parkway Heights MS. Motion Carried (Unanimous)

##### **c. Approval of a Proposal with CAW Architects, Inc. for the District Office Access Improvement Project**

Trustee Richardson asked if the Board would receive a rendering of what the project will look like. Mr. O confirmed that once the architect designs the ADA pathway, a drawing will be provided.

MOTION #80 (Murray/Anthony) to approve a proposal from CAW Architects, Inc. for professional services on the District Office Access Improvement Project. Motion Carried (Unanimous)

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

**April 27, 2023**

- Teaching and learning presentation - Monte Verde ES
- Presentation on Performance Management - College and Career Readiness
- Presentation on TOSAs
- Approval of designated representatives to CIF
- Approval of SPSAs
- Resolution honoring Asian Pacific American Heritage Month (May)
- Report on the SLO MOU and the recommendation for moving forward
- Approval of HVAC and roof replacement at Baden HS

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

- Equity Network 2.0 discussion session #1

**May 11, 2023**

- Recognition for outgoing Student Trustee Torres
- Presentation on the SSF Education Foundation
- Approval of the Board meeting calendar for the 2023-24 school year
- Approval of Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.
- 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
- 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 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
- Resolution on Budgetary increases and year end transfers

**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
- 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 Richardson reported that SSF staff provided a tour of the new Civic Campus and while it will not be completed for another four months, she got an idea of how it will turn out. Yesterday she participated in a visit to the Children’s Center and was pleasantly surprised to see classrooms with students engaged so early in their education. “And I got a chance to walk around and look for myself about the situation with the parking space up there, and the way the parents were struggling to get around to picking up their children.” She noted that one of the classrooms will be relocated to Baden HS which will be an improvement at the site for picking up the students.

Trustee Anthony advised that the Big Lift is almost full and to sign up children who would qualify.

Vice President Murray shared that she attended many things recently including a tour of Parkway Heights MS and the Children's Center. It was her first visit to the Children's Center and she loved being with all the small kids, which fills her soul. She said Principal Lopez provided a wonderful presentation on what he is doing at PHMS. She really enjoyed attending the ACSA dinner with all the other Board members and Cabinet to support Dr. Moore on winning the Superintendent of the Year Award. The committee said they never considered another superintendent for the honor. "Once they started looking at who they might choose, there was nobody except you. Congratulations and thank you so much for all your work and everything you do. We appreciate it."

Trustee Lujan also participated in several events and added that she attended the PTA Council last week. The increase in the Spruce ES PTA membership was celebrated at that meeting. She hoped everything is going well with student testing and they are doing their best.

President Hsieh thanked Superintendent Moore for all she does and congratulated her on the ACSA wonderful award. She said they are lucky to have her leading the District.

Dr. Moore said she wanted to express her deepest and most sincere gratitude for the Board's support and was overwhelmed and humbled by the award. "I never feel like I'm doing enough and feel like there's always more I can do on behalf of our kids. I had to take it all in and appreciate that all of you were there. From the bottom of my heart, thank you so much for your time..."

**ADJOURNMENT - 9:24 p.m.**

**South San Francisco Unified School District  
2023-24 Board of Trustees' Meeting Calendar**

*(Agenda items due Monday of the week prior to a meeting unless otherwise noted)*

**2023 Meeting Dates**

**July 20, 2023**

(Agenda Items due July 10)

**August 10, 2023**

(Agenda Items due July 31)

**September 7, 2023**

(Agenda Items due August 28)

**September 21, 2023**

(Agenda Items due September 11)

**October 5, 2023**

(Agenda Items due September 25)

**October 19, 2023 *Community Forum***

(Agenda Items due October 9)

**November 16, 2023**

(Agenda Items due November 6)

**December 14, 2023**

(Agenda Items due December 4)

**2024 Meeting Dates**

**January 25, 2024**

(Agenda Items due January 15)

**February 8, 2024**

(Agenda Items due January 29)

**February 29, 2024**

(Agenda Items due **TUESDAY** February 20)

**March 14, 2024**

(Agenda Items due March 4)

**March 28, 2024**

(Agenda Items due March 18)

**April 11, 2024**

(Agenda Items due April 1)

**April 25, 2024**

(Agenda Items due April 15)

**May 9, 2024**

(Agenda Items due April 29)

**May 23, 2024**

(Agenda Items due May 13)

**June 6, 2024**

(Agenda Items due **TUESDAY** May 28)

**June 20, 2024**

(Agenda Items due June 10)

**IMPORTANT DATES TO REMEMBER:**

July 4, 2023 - Independence Day Holiday  
August 9, 2023 - First Day of Instruction  
September 4, 2023 - Labor Day Holiday  
November 10, 2023 - Veterans Day Holiday  
November 22, 2023 - School Holiday  
November 23 - 24, 2023 - Thanksgiving Holidays  
December 22, 2023 - School Holiday  
December 25, 2023 - January 2, 2024 - Winter Break  
January 3 - January 5, 2024 - School Holidays  
January 15, 2024 - Dr. Martin Luther King Jr. Holiday  
February 19, 2024 - Presidents Day Holiday  
February 20 - February 23, 2024 - School Holidays  
March 29 - April 5, 2024 - Spring Break  
May 27, 2024 - Memorial Day Holiday  
May 30, 2024 - Last Day of Instruction  
June 19, 2024 - Juneteenth Holiday

# **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:** May 11, 2023

**RE:** Approval of SMCOE Contract with the South San Francisco Unified School District for Elementary Fifth graders to attend San Mateo County Outdoor Education, YMCA at Jones Gulch in La Honda, during the 2023-24 school year.

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### **BACKGROUND:**

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

Spaces have been reserved for all 9 SSFUSD elementary schools; the County will submit dates for each school to attend the San Mateo County Outdoor Education and will be submitted for future Board approval.

The students will travel by school bus with their fifth grade teachers, who will also serve as their chaperones. The students will stay overnight in the cabins provided at Jones Gulch in La Honda, California.

### **FISCAL IMPLICATIONS:**

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

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the contract between the South San Francisco Unified School District and the San Mateo County Office of Education for participation in the 2023-24 Outdoor Education program.



SAN MATEO  
COUNTY  
OFFICE OF  
EDUCATION

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Nancy Magee • County Superintendent of Schools

## AGREEMENT

This Agreement, made and entered into by and between the San Mateo County Superintendent of Schools, hereinafter referred to as the “Superintendent” and the \_\_\_\_\_ School District, hereinafter referred to as the “District;”

## WITNESSETH

WHEREAS, Section 8763 of the Education Code authorizes the County Superintendent to enter into an Agreement with the governing board of any School District to provide programs and classes in outdoor science, conservation, and environmental education for students; and

WHEREAS, the District desires to have the Superintendent provide a program in outdoor science, conservation, and environmental education for the District at Camp Jones Gulch near La Honda, California;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

### **I. Responsibilities of the District**

THE DISTRICT SHALL:

- A. During May 2023, designate a person to act as the District’s liaison to the Superintendent’s Outdoor Education program.
- B. By May 12, 2023, provide the Superintendent with a copy of the District’s calendar and a “Participation Planning Form” (Attachment A) containing an estimate of the number of students who will participate in Outdoor Education during the 2023-2024 school year.
- C. Cooperate with the Superintendent’s staff in following the procedures for planning and implementing the program as delineated in the Coordinator’s Guide (Attachment B).
- D. Provide transportation for the District’s students and staff to and from the Outdoor Education site.

- E. Ensure the presence of one teacher per 30 students during the District's attendance at Outdoor Education.
- F. Provide adequate insurance coverage for District employees, officers, agents, contractors, volunteers and students, at and while traveling to and from, the Outdoor Education site.
- G. Provide staffing support for any students that require support at school; e.g., if a student requires additional medical care at school (i.e. students with diabetes, students in wheelchairs) or an aide for behavioral or physical needs, that same care shall be provided by the District at Outdoor Education.
- H. Upon receipt of Superintendent's invoice, make payment for the projected number of students minus 10% or the actual number attending; whichever is greater. **No students in excess of the projected number will be permitted to attend unless the site/program capacity can accommodate the students. Site capacity for elementary and middle school students shall not exceed 225 students per week.**
- I.. Recruit high school students as cabin leaders at a ratio of one to ten with the assistance of the Superintendent's Outdoor Education Director.

## II. **Responsibilities of the Superintendent**

### THE COUNTY SUPERINTENDENT SHALL:

- A. Provide an educational program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the State Department of Education requirements. If students are unable to participate in the residential outdoor education program due to County or State health requirements, an alternative program of field trips, school based outdoor and environmental education activities and live streams will be provided during the week the school is scheduled to attend the residential outdoor education program.
- B. Provide such coordination services as the Superintendent may deem necessary to ensure an adequate program including, but not limited to, developing a master schedule, negotiating for facilities, employing a naturalist staff, disseminating materials, and coordinating registration and billing.

- C. Provide the necessary insurance coverage to protect her own employees and agents.
- D. Provide basic first aid supplies for District students and personnel during their attendance at the Outdoor Education program.
- E. Provide food services for students and staff starting with the first evening meal.

### **III. Fees**

IN CONSIDERATION of the services performed, the District agrees to pay the Superintendent a per student fee not to exceed *five hundred and fifteen dollars (\$515)* or a per student fee not to exceed *four hundred and ninety dollars (\$490)* for those who qualify for the national school breakfast and lunch program (for a five day program); a per student fee not to exceed *four hundred and forty dollars (\$440)* or a per student fee not to exceed *four hundred and fifteen dollars (\$415)* for those who qualify for the national school breakfast and lunch program (for a four day program); plus *two hundred fifty dollars (\$250.00)* for each teacher in attendance from the District. The per student fee is based on either 90% of the estimated number of students projected in May 2023 or the actual number of students in attendance, whichever is greater. Transportation and stipends for teachers and substitute teachers are not included in these fees and are the responsibility of the school or District.

The District further agrees to pay the amount due within 30 days of invoice by the Superintendent.

### **IV. Term of Agreement**

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 and may be reviewed and renewed for additional periods of one (1) year by mutual consent.

### **V. Hold Harmless and Indemnification**

The District agrees to indemnify and defend the Superintendent and her employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligent or intentional acts or omissions of the District and/or its employees/officers/agents/contractors / volunteers / students in the performance of this Agreement.

The Superintendent agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligent or intentional acts or omissions of the Superintendent and/or her employees/officers/agents in the performance of this Agreement.

In the event of the concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned according to California's theory of comparative negligence. The duty to indemnify shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **VI. Independent Contractor**

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the District and the Superintendent, but it is an Agreement between independent contractors, those being the District and the Superintendent.

#### **VII. Assignability**

This Agreement may not be assigned by either party except on written consent of the other.

#### **VIII. Alterations of Agreement**

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated, and provisions may be altered, changed, or amended by mutual written agreement of the parties.

The laws of the State of California shall govern the validity, construction, and effect of this Agreement. The parties agree that during the course of this Agreement, informal procedures and means will be adopted for informing, advising, clarifying, and resolving any disputes, differences, or topics of mutual concern, as well as changes required in policies and procedures. Any lawsuit concerning or arising out of this Agreement shall be venued in the Superior Court of the County of San Mateo.

This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with regard to the subject matter hereof, and no other agreement, statement,

or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year set forth herein below.

\_\_\_\_\_  
NANCY MAGEE  
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

Date: \_\_\_\_\_

\_\_\_\_\_  
DISTRICT SUPERINTENDENT

Date: \_\_\_\_\_

AC 4/24/2023

# **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:** May 11, 2023

**RE:** Graduates, May 2023

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### **BACKGROUND:**

Attached are lists of those students who are scheduled to graduate from Baden, El Camino, and South San Francisco High Schools, and Adult Education.\* These students are scheduled to receive their high school diplomas in May 2023 provided the students meet all graduation requirements.

- \* Note: Only Board members receive the student names. They are not included in the public agenda.

The Baden ceremony will be held on Wednesday, May 24, at 6:00 p.m.; El Camino High School will be held on Friday, May 26, at 2:00 p.m., South San Francisco High School will be held on Friday, May 26, at 2:00 p.m., and Skyline Middle College will be held on Thursday, May 25, 2023 at 5:30 p.m.

### **FISCAL IMPLICATIONS:**

None

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the May 2023 list of proposed graduates from Baden, El Camino and South San Francisco High Schools, and Adult Education.

## **TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT**

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

### **ADMINISTRATIVE APPOINTMENT 2023-24**

Ng, Tiffany, will be placed at South San Francisco High School on a Probationary contract effective July 1, 2023.

### **CERTIFICATED CONTRACT 2023-2024**

Crisolo, Krizza, will be placed at Adult Ed on a Probationary contract effective August 7, 2023. Salary placement C -1

Donaher, James, will be placed at Junipero Serra Elementary on a Probationary contract effective August 7, 2023. Salary placement E – 4

Ablang, Jeffrey, will be placed at Westborough Middle School on a Probationary contract effective August 7, 2023. Salary placement C – 5

Vali, Mayura, will be placed at the Special Education Department on a Probationary contract effective August 7, 2023. Salary Placement C – 2

Serrano-Falcon, Yehudit, will be placed at Westborough Middle School on a Probationary contract effective August 7, 2023. Salary placement D – 9

Meeker, Gavin, will be placed at South San Francisco High School on a Temporary contract effective August 7, 2023. Salary placement C – 5

Fine, Amanda, will be placed at the Special Education Department on a Probationary contract effective August 7, 2023. Salary placement SLP – 1

Ramos-Teves, Norielyn, will be placed at Alta Loma Middle School on a Probationary contract effective August 7, 2023. Salary placement C – 5

### **RETIREMENT**

Ferris, Regina, a teacher at Parkway Heights Middle School effective May 30, 2023

### **RESIGNATION**

Cross, Bryanne, a teacher at South San Francisco High School effective May 30, 2023

Webber, Danielle, a teacher at Ponderosa Elementary School effective May 30, 2023

Flores, Daniel, an Assistant Principal at South San Francisco High School effective June 30, 2023

Balamiento, Fe, a teacher at El Camino High School effective May 30, 2023

Kuo, Lisa, a teacher at Martin Elementary School effective May 30, 2023

### **MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

Authorizes the Superintendent to enter into a partnership by and between National University and the South San Francisco Unified School District to provide student teaching to candidates enrolled in the University's teacher training curricula and/or practicum field experience to candidates enrolled in the University's student counseling or school psychology and other credential curricula, effective February 23, 2023, and shall remain in effect until either party gives a thirty-day notice.

Authorizes the Superintendent to enter into a partnership by and between San Francisco State University and the South San Francisco Unified School District to provide intern classes, supervision, and other services and benefits for Special Education intern teachers, effective July 1, 2023 through June 30, 2026.

Authorizes the Superintendent to enter into a partnership by and between the San Mateo County Office of Education and the South San Francisco Unified School District regarding the participation of the district in the California Department of Education Tobacco Use Prevention Education (TUPE) program, effective July 1, 2023 through June 30, 2026.



## UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT

This agreement, effective on February 23, 2023, made by and between National University, a California non-profit public benefit corporation (the "University") and South San Francisco Unified School District, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, which is located at 398 B St., South San Francisco, CA 94080-4423, USA (individually or collectively, "Institution"), with reference to the following facts:

### RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.
- 1.2 An agreement by Institution to provide student teaching or practicum field experience to candidates enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "CTC") is not inconsistent with the purposes for which the Institution is established.
- 1.3 University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential - School Counseling, Pupil Personnel Services Internship Credential - School Psychology.
- 1.4 The University desires that the Institution provide student teaching to candidates enrolled in the University's teacher training curricula and/or practicum field experience to candidates enrolled in the University's student counseling or school psychology and other credential curricula. The Institution agrees to provide such student teaching and/or practicum field experience on the terms and conditions specified in this Agreement.

### DEFINITIONS

- 2.1 "Institution" shall be inclusive of any District, Charter or School.
- 2.2 "Candidate" shall refer to a student enrolled in a program at the University which is approved by the CTC, and which leads to an education credential.
- 2.3 "Site Support Provider" (SSP) shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the CTC typically with three or more years teaching experience.
- 2.4 Candidates actively participate in the duties and functions of a teacher, school administrator, school counselor or school psychologist under the direct supervision and instruction of one or more SSP.
- 2.5 "University Support Provider" (USP) shall refer to an employee of the University holding a valid credential issued by the CTC, a Pupil Personnel Services credential or equivalent certification recognized by the Institution typically with 3 or more years' experience as a teacher, school administrator, school counselor, school psychologist or other education specialist.
- 2.6 "Clinical Practice" are the hours of student teaching, practicum and field experiences that vary depending upon the specific program requirements
- 2.7 "Quarter Unit" shall refer to the amount of academic credit earned by a Candidate through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

Teacher Education and Special Education Definitions:

May 11, 2023

2.8 “Student Teaching” shall refer to the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more SSP holding the same credential as the Candidate they support.

2.9 “Student Teaching Assignment” shall typically refer to a full day of Student Teaching, 5 days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the CTC.

Pupil Professional Services (PPS) Definitions:

2.10 “Practicum” shall refer to the participation by a Candidate in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more SSP in order to develop the Candidate’s abilities in various aspects of their respective program.

2.11 “Practicum Assignment” shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.12 “Field Experience” shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed SSP. Under the supervision of one or more SSP, candidates shall be provided with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.

TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University Candidates with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a SSP as defined in Sections 2.3 and 2.5. The University and the Institution from time to time shall agree as to the number of Candidates assigned to the Institution for Student Teaching, Field Experience and/or Practicum.

3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Candidate assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Candidate is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Candidate’s assignment to the Institution.

3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Candidate shall receive. Candidates shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.

3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium provided is based on the amount set forth in “Exhibit A” for supervision of University Candidate(s). The total honorarium amount for supervision per Student shall not exceed six hundred dollars (\$600). Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in “Exhibit A.” Upon receipt of invoice correlating to the University’s Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution’s invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers’ compensation insurance coverage for their own employees, and Candidates are not employees of the Institution.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Section 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Candidates assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the CTC. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Candidate's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Candidates receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide SSP with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all candidate teachers and any other University personnel in connection with the assessment of the candidate teachers, including, but not limited to, all classroom video recording of the candidate teachers, shall be at the University's sole discretion.

- a. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian, or in accordance with Institution's policy.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any Candidate who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the Candidate is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Candidate will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Candidates of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Candidate is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided

employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Candidates' primary coverage for Candidate injuries shall be Students' personal medical insurance. Institution further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- a. Candidate and Institution understand that there is no expectation of compensation;
- b. The Field Experience is similar to that which would be given in an educational environment;
- c. The Field Experience is tied to the Candidate's formal education program by integrated coursework or the receipt of academic credit;
- d. The Field Experience timeframe with the Candidate and Institution corresponds to program in which the Candidate is enrolled;
- e. The duration of the Field Experience for each Candidate is limited to the duration of time either to complete the practicum hours or the end of the course;
- f. The Candidate's Field Experience compliments, rather than displaces, the work of paid employees while providing significant educational benefits to the Candidate; and
- g. Institution understands that Candidate is participating in the Field Experience for experience and is not entitled to a job at the conclusion of the Field Experience.

3.16 Institution SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (CalTPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).

3.17 Institution with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may require use of video capture for candidate reflection and CalTPA, EdSp CalTPA, or CalAPA (California Administrator Performance Association) completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. Institution shall inform Credential Student Teachers of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.

3.19 Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.

#### GENERAL PROVISIONS

4.1 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Candidates receiving Student Teaching or Practicum from the Institution as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said Candidate is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment,

discharge, or change is or may be sought.

4.5 Miscellaneous Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University, its Board, officers, agents, or candidates.

Institution shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. Except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

4.9 Non-Discrimination and Commitment to Equity, Diversity and Inclusion. The Parties agree not to discriminate against any pupil, employee or candidate of or relating to this Agreement or the Services because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. Institution agrees to recognize and support the University's commitment to Diversity Equity and Inclusion.

4.10 Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: <https://www.nu.edu/reportit/>, or by using one of the other methods of communication with the Title IX Coordinator found at the following link: <https://www.nu.edu/title-ix/erp/>; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

May 11, 2023

Page 39  
Consent Agenda

**National University**

By: \_\_\_\_\_  
Dave C. Lawrence, MBA, Ed.D.  
Vice Chancellor, Admin. & Finance, CFO

Dated: \_\_\_\_\_

University Contact Information

Contract Coordinator  
With copy to: Legal Departmen  
National University  
9388 Lightwave Avenue  
San Diego, CA 92123  
(858) 642-8417  
[credcontracts@nu.edu](mailto:credcontracts@nu.edu) and [legal@nu.edu](mailto:legal@nu.edu)

**South San Francisco Unified School District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

May 11, 2023

## Student Teaching, Field Experience & Practicum Programs

**Institution** and **University** wish to partner to support the following Student Teaching & Practicum Programs:

Inspired Teaching and Learning Teacher Education Credential  
 Special Education Credential  
 Preliminary Administrative Services Credential  
 Pupil Personnel Services Credential: School of Counseling  
 Pupil Personnel Services Credential: School of Psychology

### Honorariums:

University shall reimburse Institution a predetermined amount for supervision of each Candidate teaching or practicum course. Total honorarium amount per Candidate shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist.

- Honorariums are based on amount of supervision to include the following programs: **Inspired Teaching and Learning Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential.** Student Teaching and Practicum courses each carry a honorarium amount of \$300 per course. See breakdown below:

| Traditional Setting  |      |                           | Block Setting |       |                                      |
|----------------------|------|---------------------------|---------------|-------|--------------------------------------|
| One Period           | 25%  | \$300 x .25 = \$75        | One Period    | 33%   | \$300 x .33 = \$99 rounded to \$100  |
| Two Periods          | 50%  | \$300 x .50 = \$150       | Two Periods   | 66%   | \$300 x .66 = \$198 rounded to \$200 |
| Three Periods        | 75%  | \$300 x .75 = \$225       | Three Periods | 100%  | 3 periods = \$300                    |
| Four or More Periods | 100% | 4 periods or more = \$300 | *****         | ***** | *****                                |

- Honorariums for Practicum courses for the following programs: **Pupil Personnel Services Credential: School of Counseling** and **Pupil Personnel Services Credential: School of Psychology.** Programs are \$150.00 each. See breakdown below:

| Traditional Setting |      |          | Block Setting |       |          |
|---------------------|------|----------|---------------|-------|----------|
| One Period          | 25%  | \$37.50  | One period    | 33%   | \$50.00  |
| Two Periods         | 50%  | \$75.00  | Two Periods   | 66%   | \$100.00 |
| Three Periods       | 75%  | \$112.50 | Three Periods | 100%  | \$150.00 |
| Four Periods        | 100% | \$150.00 | *****         | ***** | *****    |

**INTERAGENCY AGREEMENT  
FOR  
PROVISION OF SERVICES**

THIS AGREEMENT is entered into this **First** day of **July 2023** between the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (DISTRICT) and SAN FRANCISCO STATE UNIVERSITY (SFSU), a campus of the California State University, which is the State of California acting in a higher education capacity.

WHEREAS, DISTRICT desires to contract with SFSU to provide intern classes, supervision, and other services and benefits for Special Education intern teachers, and

WHEREAS, SFSU represents itself able and, for consideration, willing to perform the services as San Francisco State University.

NOW, THEREFORE, in consideration of the covenants and promises of the parties set forth in this Agreement, the parties hereto agree as follows:

1. Effective Date

The effective date of this Agreement is July 1, 2023.

2. Services

SFSU shall perform the services provided for in the attached Appendix A, “Description of Services” and DISTRICT shall perform the services provided for in the attached Appendix B, “Description of Services.”

3. Compensation

A. *Fees.* DISTRICT shall pay SFSU the sum of ONE THOUSAND DOLLARS (\$1,000.00) for each intern admitted to SFSU prior to Fall 2022 for the Services as stipulated in Appendix A.

B. *Fees.* District shall pay SFSU the sum of TWO THOUSAND DOLLARS (\$2,000) per each intern admitted to SFSU Fall 2022 and after for the Services stipulated in Appendix A.

C. *Payment.* Payment shall be made by DISTRICT at the end of each academic year upon presentation of an invoice by SFSU in accordance with the provisions set forth in Appendices A and B.

4. Term

The Term of this Agreement, subject to cancellation as set forth in Section 6, shall be from the effective date through June 30, 2026.

5. Standard of Performance

SFSU warrants that the Services shall be performed as expeditiously as possible, with the degree of skill and care that is required by current, good, and sound professional procedures and practices.

6. Termination

DISTRICT may cancel this Agreement for any reason upon thirty (30) days written notice to SFSU. In the event of cancellation, DISTRICT will pay SFSU for the Services performed up to the effective date of cancellation. Any reports or other written or recorded data and other deliverables prepared for DISTRICT prior to the effective date of such cancellation shall be promptly delivered to DISTRICT by SFSU.

7. Governing Law

This agreement shall be governed by the laws of the State of California.

8. Indemnification and Insurance

- A. SFSU shall indemnify, defend, and hold harmless the DISTRICT, its Directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of SFSU's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SFSU, its officers, employees, agents, volunteers, or authorized representatives.
- B. DISTRICT shall defend, indemnify and hold harmless the State of California, the trustees of the California State University, SFSU, their officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions

of DISTRICT, its Directors, officers, employees, agents, volunteers, or authorized representatives.

- C. The State of California has elected to be self-insured for its general liability, motor vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.
- D. The office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.
- E. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Systemwide Risk Manager, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

9. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligation under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

10. Enforceability

In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, DISTRICT and SFSU shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. The illegality or invalidity of any of the provisions, or portions of, or application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions, or portions of, or application of any of the provisions of any of the provisions of this Agreement.

11. Integration

This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between SFSU and DISTRICT, whether oral or written.

12. Successors and Assigns

DISTRICT and SFSU, respectively, bind themselves, their successors, assigns, and legal representatives. SFSU shall not assign or transfer any interest in this Agreement without DISTRICT's prior written consent, which consent shall be in DISTRICT's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

13. Notices

All not notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal or electronic delivery to the parties' representatives at the address as shown below, or such other places as DISTRICT or SFSU may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or immediately upon delivery in person by e-mail or facsimile.

| DISTRICT                                                         | SFSU                                                                                                                                                                                                          |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Please enter name of individual authorized to sign the agreement | <b>Deanna Tam</b><br><b>Business Operations –</b><br><b>Procurement/Support Services</b><br><b>Buyer II</b><br>1600 Holloway Ave., Corp Yard 140<br>San Francisco State University<br>San Francisco, CA 94132 |

14. Appendices

Appendices A, B and C are attached hereto and incorporated herein by reference thereto.

15. Dispute Resolution

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and SFSU shall be brought to the attention of the County Office of Education (or designated representative) and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first above written.

**SOUTH SAN FRANCISCO UNIFIED  
SHOOL DISTRICT**

**SAN FRANCISCO STATE UNIVERSITY**

BY: \_\_\_\_\_

*Authorized Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

BY: \_\_\_\_\_  
*Authorized Signature*

Deanna Tam  
*Name*

Business Operations – Procurement/Support  
Services  
Buyer II

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

## **Appendix A**

### **Memorandum of Agreement and Description of Services**

San Francisco State University agrees to the following conditions and services that apply to Interns who are or will be admitted to the Education Specialist Credential Program through the Department of Special Education at San Francisco State University and will be serving their Special Education Internship in the DISTRICT. Interns nominated by either SFSU or DISTRICT shall be mutually acceptable to both SFSU and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

#### **San Francisco State University agrees that:**

1. Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g., CSET/Multiple or Single Subjects Tests or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.
2. Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0 in last 60 units.
3. Each Intern shall have a minimum of 120 hours of verified preservice coursework as well as 45 hours of experience with students, including those who are English Language Learners in educational settings.
4. Each Intern shall have passed U.S. Constitution coursework or examination.
5. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by San Francisco State University personnel, including but not limited to the College faculty and the College field supervisor.
6. Each Intern, admitted to the Department of Special Education at SFSU prior to Fall 2022, shall receive Support and mentoring for at least 180 hours each year per the following:
  - a. 45 hours of mentoring in an intern support seminar (SPED 701) the first semester
  - b. 180 hours of seminars each academic year prior to Student Teaching
  - c. 15 hours of supervision and 20 hours of seminars (SPED 730 and SPED 723, 726 or 729) the last semester
7. Each Intern, admitted to the Department of Special Education at SFSU Fall 2022 and after shall receive the same amount of support listed in #6 above. In addition, interns admitted to the Department of Special Education at SFSU Fall 2022 and after will receive from the SFSU Supervisors a minimum of 6 observations every semester that the intern is enrolled in the credential program. The observations can be in person or with the use of synchronous video or video capture.
8. Program coordination needed will be provided to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing.

9. SFSU will invoice District at the end of each academic year at the rate of ONE THOUSAND Dollars (\$1,000.00) as a fee for each intern admitted to SFSU prior to Fall 2022.
10. SFSU will invoice District at the end of each academic year at the rate of TWO THOUSAND Dollars (\$2,000.00) as a fee for each intern admitted to SFSU Fall 2022 and after.

## **Appendix B**

### **Memorandum of Agreement and Description of Services**

DISTRICT agrees to the following conditions and services that apply to Interns who are or will be admitted to the Education Specialist Credential Program through the Department of Special Education at SFSU and will be serving their Special Education Internship in the DISTRICT. Interns nominated by either SFSU or DISTRICT shall be mutually acceptable to both SFSU and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

#### **DISTRICT agrees that:**

1. Prior to the start of the Intern's teaching responsibilities, a District Support Provider will be identified and assigned to support the intern.
2. The District Support Provider has a Clear or Life Credential that matches the Intern's credential, has three years of successful teaching experience and English Learner Authorization.
3. A mentor with English Learner Authorization is immediately available to assist the Intern with instruction for English. The mentor can be the District Support Provider.
4. A plan that identifies the intern's current needs be developed, and the plan should prioritize the areas needing support, define type of support to be provided, and schedule of contacts between the Intern and District Support Provider.
5. The District Support Provider will provide support to Interns a minimum of 5 hours a week. Examples of support include but are not limited to content specific coaching, new teacher orientation, curriculum planning, and test results discussion.
6. The District Support Provider will approve the Support and Supervision Record Form completed by the Intern each semester. The form is to be submitted by the Intern to the Department of Special Education at SFSU at the end of every semester.
7. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, meet with DISTRICT support provider, arrive on time at classes at SFSU, and complete field work assignments for the courses.
8. DISTRICT will report interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.
9. DISTRICT will reimburse SFSU at the end of each academic year in the month of June, or earlier, at the rate of ONE THOUSAND DOLLARS (\$1,000.00) for each intern, admitted prior to Fall 2022, served during the current academic year under this agreement.

10. DISTRICT will reimburse SFSU at the end of each academic year in the month of June, or earlier, at the rate of TWO THOUSAND DOLLARS (\$2,000.00) for each intern, admitted Fall 2022 and after, served during the current academic year under this agreement

## **Appendix C**

### **COVID-19 Representation**

DISTRICT is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. DISTRICT is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. DISTRICT, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, DISTRICT will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time DISTRICT becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.



**Memorandum of Understanding  
TUPE Tier 2 Consortium 2023/24-2025/26  
San Mateo County Office of Education**

*This Memorandum of Understanding (“MOU”), hereinafter referred to as the “Agreement”, is between the San Mateo County Office of Education (“SMCOE”) and South San Francisco Unified School District. The District can be referred to as the “Party” for the purpose of this Agreement.*

**A. Overview**

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in relation to the California Department of Education Tobacco Use Prevention Education (TUPE) program.

**B. Goals**

- ☒ Reduce tobacco use among students and reduce suspension rates due to tobacco, cannabis or vape use.
- ☒ Provide quality support and technical assistance to School Districts, schools, students, and communities.

**C. Responsibilities**

**a. Each District’s Responsibilities:**

- i. Identify the District’s lead to make fiscal and programmatic decisions and attend the mandatory TUPE grantee quarterly meetings and meet informally with the TUPE coordinator as needed.
- ii. Recruit/identify a teacher, counselor, or staff member to provide on-site implementation of the TUPE program. The TUPE Site Coordinators must attend the Peer Educator Training with their students, annual site lead kick-off training, and bi-monthly virtual coordinator meetings.
- iii. Retain TUPE Site Coordinators to assist with supporting and/or implementing the Peer Education Program, school-wide events/campaigns, and parent workshops during significant calendar times, such as Red Ribbon Week in October, and Take Down Tobacco Day in March (on school campuses or held virtually). TUPE Site Coordinators to report TUPE activities on the TUPE Activity Log.
- iv. Specifically recruit students from priority subgroups (Latinx, LGBTQ, Low SES) for participation in youth development strategies (peer educators, Teens Tackle Tobacco conference, etc.)

- v. Recruit/identify a school counselor(s) or staff member(s) to attend Brief Intervention training, Healthy Futures or Restorative Practices (alternative to suspension methods for tobacco, vape or cannabis related student offenses) at SMCOE or virtually. School Counselor(s) are encouraged to complete the end of the year TUPE survey on any alternative to suspension implementation.
- vi. Recruit/identify and support teachers at school sites to implement Project Alert (middle school) or the 6-Session curricula of the Stanford Tobacco Prevention Toolkit: You and Me, Together Vape-Free to all 7th, 9th Non-Traditional students or a grade level of the School District's choosing. Teachers deliver post-tests to students.
- vii. Provide release time for students to attend the Peer Education training.
- viii. Enforce the district's tobacco-free school policy, including maintaining school signage, tobacco-free certification and adding alternatives to suspension methods or cessation resources in the school tobacco-free policy. Districts are also encouraged to address cannabis as part of a comprehensive tobacco policy.
- ix. Administer the California Healthy Kids Survey (CHKS) to all grades [5 or 6], 7, 9, 11, and all Non-Traditional students in the first year of the TUPE grant term and every other year thereafter. The district lead is encouraged to attend a CHKS Data workshop.
- x. Selected schools to implement the California Youth Tobacco Survey (CYTS). The California Department of Public Health (CDPH) has partnered with the California Department of Education (CDE) and RTI International to conduct the California Youth Tobacco Survey (CYTS), previously the California Student Tobacco Survey. Schools are selected by RTI under the guidance of CDPH and CDE.

**b. The SMCOE's Responsibilities:**

- i. Provide the site coordinators a stipend.
- ii. Facilitate quarterly meetings with district leads and annual kick-off training and bi-monthly meetings for site leads.
- iii. Provide site leads and district leads with necessary materials to conduct tobacco use prevention education on their campuses.
- iv. Retain a program coordinator, to provide overall coordination of the comprehensive Tobacco-Use Prevention Education (TUPE) program.
- v. Provide materials in languages other than English, as needed.
- vi. Ensure that all project funds expended or obligated are allowable costs and in compliance with the approved budget.
- vii. Maintain required documentation of project services, activities, accomplishments, and program records.
- viii. Submit Consortium progress and expenditure reports to the CDE TUPE office annually or as required by the grant to ensure grant compliance.
- ix. Assist TUPE Site Coordinators in the Peer Education Program and

- supporting tobacco prevention projects for Red Ribbon Week, Take Down Tobacco Day, and other TUPE events, as requested.
- x. Support requests for tobacco/vape related general awareness presentations.
  - xi. Lead and support the youth advisory group coordinated by SMCOE TUPE and San Mateo County Tobacco Education Coalition to support county-wide youth campaigns, events and maintaining youth voice.
  - xii. Coordinate annual professional development trainings on select curricula and alternatives to suspension and provide all materials necessary for implementing the programs with fidelity.
  - xiii. Coordinate peer education trainings for districts' peer educators.
  - xiv. Coordinate tobacco/vape prevention presentations for school staff, parents, or students.
  - xv. Provide County and Regional TUPE events or activities for students and educators to participate.
  - xvi. Collaborate with community partners, such as the San Mateo County Public Health Department and other local Districts', to support student services and address the whole-child.
  - xvii. Deliver on-site technical assistance, training, coaching, and direct service, as needed to educators, students, and parents.
  - xviii. Monitor school sites to ensure up-to-date compliance with tobacco-free school policy and signage.
  - xix. Maintain the San Mateo County Office of Education TUPE website: [smcoe.org/tupe](https://smcoe.org/tupe)
  - xx. The SMCOE will transport students to and from student field trips as the budget allows.
  - xxi. Provide SMCOE transportation documentation copies to the district.
  - xxii. The SMCOE will reimburse districts for substitute teachers for site leads to attend TUPE trainings up to \$225 as the budget allows.

**c. Shared Responsibilities:**

The party agrees to share the following responsibilities related to increasing awareness about the dangers of youth tobacco use: a) ongoing communication between all Party and SMCOE; b) other strategic marketing initiatives.

**D. Duration of Agreement**

This Agreement begins on July 1, 2023 and ends on June 30, 2026.

**E. Articulation of Monies/Compensation**

This Agreement and the obligation of the party to this agreement is dependent and conditioned upon SMCOE's receipt of funds from the California Department of Education. In the event that said funds are not provided, SMCOE incurs no responsibilities or liabilities under this Agreement and the Agreement shall be terminated at no fault to either party.

**F. Data Sharing**

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- ☐ Yes, Data Sharing agreement/form attached
- ☒ No

#### **G. Termination**

Party may terminate its participation in this Agreement at any time without a requirement of good cause upon thirty (30) days' advance written notice to SMCOE. Subject to availability of funding, a terminating district shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

SMCOE may terminate this Agreement or a portion of the services based upon the unavailability of TUPE funds by providing written notice to the affected party as soon as is reasonably possible after SMCOE learns of said unavailability of outside funding.

#### **H. Other Terms**

- a. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the party and SMCOE. It incorporates and supersedes all the agreements, covenants and understandings between the party concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the party or their agents shall be valid or enforceable unless embodied in this Agreement.
- b. Amendments:** This Agreement may only be amended by a written instrument signed by the Party and SMCOE.
- c. Severability:** Should any part of this Agreement between SMCOE and the Districts be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the party.
- d. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Party.
- e. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- f. Use of SMCOE Name and Logo for Commercial Purposes:** Districts shall not use the name or logo of SMCOE or reference any endorsement from SMCOE in any manner for any purpose, without the prior express written consent of SMCOE as

provided by the SMCOE's authorized representative, or designee.

- g. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in San Mateo County.

#### **I. Insurance/Hold Harmless**

- a. Insurance:** Districts will maintain sufficient insurance to protect the Districts and SMCOE. The Districts will name as Additional Insured for General Liability Insurance and Automobile Liability Insurance the San Mateo County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees. The Districts shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to SMCOE upon request.
- b. Indemnification:** Districts shall hold harmless, indemnify, and defend SMCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. The Districts shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SMCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The Districts obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the Districts limit of, or lack of, sufficient insurance protection.

#### **J. Execution Authority**

Each individual executing this Agreement on behalf of the Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SMCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

## **K. Electronic Signatures/ Signatures**

Unless otherwise prohibited by law or SMCOE policy, the Party agrees that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by SMCOE.

### **SMCOE:**

By: \_\_\_\_\_  
Signature of Authorized SMCOE  
Official

Name: Kevin Bultema

Title: Deputy Superintendent.  
Business Services

Date: \_\_\_\_\_

Address: 101 Twin Dolphin Drive  
Redwood City, CA 94065

Phone: 650-802-5511

Email: kbultema@smcoe.org

### **South San Francisco Unified School District:**

By: \_\_\_\_\_  
Signature of Authorized District  
Official

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT**

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

### **RESIGNATION (FROM CLASSIFIED, TO ACCEPT CERTIFICATED POSITION)**

**McFadyen, Erick**, Career Center Technician, South San Francisco High School, 7.0 hours per day, Range 34, Step 2, effective May 26, 2023.

### **RESIGNATION**

**Salem, Melissa**, Paraprofessional I – Special Education, Alta Loma Middle School, 6.0 hours per day, Range 26, Step 5, effective May 26, 2023.

### **TEMPORARY OUT OF CLASS PAY**

**Azucena, Nyrill**, School Administrative Assistant I, Junipero Serra School, 7.5 hours per day, Range 25, Step 5, effective April 21, 2023 through April 27, 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:** May 11, 2023

**RE:** Acceptance of Gifts

---

### **BACKGROUND:**

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

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

\$10,000 from Eileen M. Bissen/Stephen M. Siptroth to South San Francisco High School for the purpose of the Larry Bissen Memorial Scholarship.

\$150 from David and Maria Quinto Collins to El Camino High School in support of the baseball activities and projects.

# **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

## **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Ted O, Assistant Superintendent – Business Services

**DATE:** May 11, 2023

**RE:** Approval of 2022-23 Fundraisers

---

### **BACKGROUND:**

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

The following fund-raisers are being submitted for approval:

### **Alta Loma Middle School**

|                             |                                                                                                                            |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 7 <sup>th</sup> Grade Class | Day on the Green Fundraiser - Selling Mr. Softee ice cream for Day on the Green. Commencing May 12, 2023.                  |
| Art Club                    | Day on the Green Fundraiser - Selling cotton candy for Day on the Green. Commencing May 12, 2023.                          |
| Japanime                    | Day on the Green Fundraiser - Selling boba drinks for Day on the Green. Commencing May 12, 2023.                           |
| Leadership                  | Spirit Gear Sale - Selling spirit gear such as beanies, shirts, sweatshirts, and more. Commencing the 2023-24 school year. |

### **Westborough Middle School**

|     |                                                                                                                                                   |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|
| ASB | SF Giants Tickets Online Sale - Selling online SF Giants tickets for home games in April and May. Commencing April 18, 2023 through May 31, 2023. |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|

### **El Camino High School**

Class of 2023

Senior Sunset - Entrance fees for field games and snack sales during Senior Sunset. Commencing May 19, 2023 from 6:00 a.m. to 9:00 a.m.

### **South San Francisco High School**

Class of 2026

Churro Fundraiser - Selling churros after school by the student parking lot. Commencing May 12, 2023.

Donut Hole Fundraiser - Selling donut holes before school for 2 for \$3. Commencing May 3, 2023.

Soda Float Fundraiser - Selling soda floats afterschool. Commencing May 17, 2023.

### **FISCAL IMPLICATIONS:**

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

### **RECOMMENDATION:**

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

# **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

## **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Ted O, Assistant Superintendent – Business Services

**DATE:** May 11, 2023

**RE:** Professional Services Agreements Under \$25,000

---

### **BACKGROUND:**

The following Professional Service Agreements are being submitted for approval:

#### **District Office – Business Services**

|          |                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$12,680 | Dan's Drilling & Fencing - Replacement of existing 300-feet chain-link fence fabric at the ECHS baseball field. Commencing April 2023. |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|

#### **Alta Loma Middle School**

|          |                                                                                                                                                                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$19,901 | Precita Eyes Muralists Association, Inc. - To transfer the agreed-upon design that was drafted by the students of ALMS and the muralist. The muralist is to purchase highly pigmented paint, provide scaffolding, prepare the surface of designated wall, and begin painting to create a collaborated 13 feet tall by 45 feet wide mural. 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

**DATE:** May 11, 2023

**RE:** Measure T Bond Costs of Issuance

---

### **BACKGROUND:**

Per California Education Code Section 15146, school districts are required to present to the Board of Trustees the actual costs of issuance information for the sale of bonds at its next scheduled public meeting after the sale.

The District successfully completed the financing for the bonds on April 26, 2023. The attached document sets forth the estimated costs of issuance presented in the resolution adopted on March 9, 2023 as well as the actual final costs of issuance.

The estimates for the cost of issuance for the bonds was \$734,985. After the sale of the bonds, the actual costs of issuance for the bonds are \$679,588, a savings of \$55,397.

### **FISCAL IMPLICATIONS:**

N/A

### **RECOMMENDATION:**

For Information and Discussion only.

## COSTS OF ISSUANCE

**\$150,000,000**

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
(SAN MATEO COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2022, SERIES 2023**

|    | <b>Type of Expense</b>               | <b>Estimates of<br/>Costs of<br/>Issuance</b> | <b>Actual Costs<br/>of Issuance</b> |
|----|--------------------------------------|-----------------------------------------------|-------------------------------------|
| A) | Underwriter's Discount               | \$ 449,985.00                                 | \$ 442,500.00                       |
| B) | Credit Enhancement                   | N/A                                           | 0.00                                |
| C) | Bond Counsel and Disbursements       | 62,500.00                                     | 62,500.00                           |
| D) | Disclosure Counsel and Disbursements | 28,000.00                                     | 28,000.00                           |
| E) | Municipal Advisor and Disbursements  | 67,500.00                                     | 65,022.53                           |
| F) | Rating Agency                        | 106,000.00                                    | 76,500.00                           |
| G) | Other Expenses*                      | 21,000.00                                     | 5,065.00                            |
|    | <b>TOTAL</b>                         | <b>\$734,985.00</b>                           | <b>\$679,587.53</b>                 |

\*Other Expenses consist of the following:

|                                                                                                                                                                   |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Isom Advisors, a Division of Urban Futures, Inc.<br>(Reimbursement for California Municipal Statistics,<br>Inc. assessed valuation tables for Official Statement) | \$1,700.00 |
| The Bank of New York Mellon Trust Company, N.A.<br>(Paying Agent and Costs of Issuance Custodian fees)                                                            | 1,000.00   |
| AVIA Communications, Inc. (Printing/posting of Official<br>Statement)                                                                                             | 865.00     |
| San Mateo County (County fees)                                                                                                                                    | 1,500.00   |

# 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:** May 11, 2023

**RE:** Approval of IXL Learning for Grades K-12 ELA and Math for the 2023-26 school years.

---

### **BACKGROUND:**

IXL is a web-based assessment program for grades K-12 English Language Arts and Mathematics for approximately 8000 students. IXL (from "I excel") combines a comprehensive curriculum, the Real-Time Diagnostic, personalized guidance, and actionable analytics personalize instruction and helps students progress faster. In addition, there is a math and language arts practice website and a comprehensive reporting system to assist in monitoring student progress.

### **FISCAL IMPLICATIONS:**

The fiscal 3-year impact, \$332,900.00; will be paid using the LCFF Supplemental Fund. IXL will send a yearly invoice in August as noted:

|                                                  | Amount           | Invoice Date |
|--------------------------------------------------|------------------|--------------|
| Subscription year 1 & Professional Learning Svcs | \$168,200        | August, 2023 |
| Subscription year 2                              | \$82,350         | August, 2024 |
| Subscription year 3                              | \$82,350         | August, 2025 |
| <b>TOTAL</b>                                     | <b>\$332,900</b> |              |

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 3-year IXL Learning agreement for the 2023-26 school years in the amount of \$332,900.00, as presented.



IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

## RENEWAL QUOTE

QUOTE # 3124251-2023-002-2  
DATE: APRIL 10, 2023

**TO:**

Gavin Maeda  
South San Francisco Unified School District  
398 B ST  
S SAN FRAN, CA 94080

**COMMENTS OR SPECIAL INSTRUCTIONS**

Quote prepared for budgeting purposes for the 23-24 school year.

| SALESPERSON     | ACCOUNT #   | RENEWAL PERIOD                    | QUOTE VALID UNTIL |
|-----------------|-------------|-----------------------------------|-------------------|
| Sarah Bourgeois | A20-3124251 | August 22, 2023 – August 22, 2026 | August 22, 2023   |

| QUANTITY            | DESCRIPTION                                                                                                                                                       | UNIT PRICE   | TOTAL        |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1                   | IXL site license (Grades K-12: 8,000 students)<br>Subjects: Math and ELA<br><br><i>K-8 math licenses include complimentary access to IXL's universal screener</i> | \$366,000.00 | \$366,000.00 |
| 1                   | 23-24 Multi-Year discount                                                                                                                                         | -\$36,600.00 | -\$36,600.00 |
| 1                   | IXL Live: School Edition (4.5-hour on-site workshop plus 1.5 hours of guided teacher planning time)<br><br><i>Unlimited instructor accounts included</i>          | \$3,500.00   | \$3,500.00   |
| SUBTOTAL            |                                                                                                                                                                   |              | \$332,900.00 |
| SALES TAX           |                                                                                                                                                                   |              | --           |
| SHIPPING & HANDLING |                                                                                                                                                                   |              | --           |
| TOTAL DUE           |                                                                                                                                                                   |              | \$332,900.00 |

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3124251-2023-002-2. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #141048

April 10, 2023

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Gavin Maeda  
South San Francisco Unified School District  
398 B ST  
S SAN FRAN, CA 94080

**RENEWAL INFO**

| Salesperson     | Account #   | Quote #            | Renewal period              |
|-----------------|-------------|--------------------|-----------------------------|
| Sarah Bourgeois | A20-3124251 | 3124251-2023-002-2 | Aug 22, 2023 – Aug 22, 2026 |

**PAYMENT PLAN**

|                                                        | Amount                                   | Invoice date    |
|--------------------------------------------------------|------------------------------------------|-----------------|
| Subscription year 1 and Professional Learning Services | \$164,700 (50%) + \$3,500<br>= \$168,200 | August 22, 2023 |
| Subscription year 2                                    | \$82,350 (25%)                           | August 22, 2024 |
| Subscription year 3                                    | \$82,350 (25%)                           | August 22, 2025 |
| <b>TOTAL</b>                                           | <b>\$332,900</b>                         |                 |

*Price valid until August 22, 2023*

**COMMENTS OR SPECIAL INSTRUCTIONS**

Quote prepared for budgeting purposes for the 23-24 school year.

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

**DATE**

May 11, 2023

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## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)

Completed sales contracts should be emailed to your sales consultant.

May 11, 2023

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# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

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

**DATE:** May 11, 2023

**RE:** Approval of the SSFUSD additional diploma option and requirements in **AB 181** - A New Diploma Option for Students with Disabilities

---

### **BACKGROUND:**

California has created a new pathway to a high school diploma for Students with Disabilities who meet eligibility requirements (AB 181). This law takes effect with the 2022-23 school year for the Class of 2023 and allows districts to award a high school diploma to Students with Disabilities who:

- Are designated to take the California Alternate Assessments in 11<sup>th</sup> grade (English-Language Arts and Mathematics)
- Complete State standards-aligned coursework to meet the statewide coursework requirements (130 credit high school diploma)

Students would receive a high school diploma aligned to the State high school diploma requirements instead of the local diploma requirements for SSFUSD.

| State Diploma Requirements |            | SSFUSD Diploma Requirements |             |
|----------------------------|------------|-----------------------------|-------------|
| English                    | 30 credits | English                     | 40 credits  |
| Math                       | 20 credits | Math (including Algebra 1)  | 20 credits* |
| World History              | 10 credits | World History               | 10 credits  |
| US History                 | 10 credits | US History                  | 10 credits  |
| Government/Civics          | 5 credits  | Government/Civics           | 5 credits   |
| Economics                  | 5 credits  | Economics                   | 5 credits   |
| Biological Science         | 10 credits | Biological Science          | 10 credits  |
| Physical Science           | 10 credits | Physical Science            | 10 credits  |

|                                                                       |             |                                                                       |             |
|-----------------------------------------------------------------------|-------------|-----------------------------------------------------------------------|-------------|
| Physical Education                                                    | 20 credits  | Physical Education                                                    | 20 credits  |
| Visual Performing Arts, World Language, or Career Technical Education | 10 credits  | Visual Performing Arts, World Language, or Career Technical Education | 10 credits  |
|                                                                       |             | Health                                                                | 5 credits   |
|                                                                       |             | Electives                                                             | 75 credits* |
| Total - State HS Diploma                                              | 130 credits | Total - SSFUSD Diploma                                                | 220 credits |

*\*Beginning with Class of 2025, SSFUSD graduation requirements will change to 30 credits required for Math and 65 credits for Electives.*

### **IMPLEMENTATION:**

The awarding of this high school diploma does not change the District's obligation to provide a free appropriate public education to eligible Special Education students beyond their 12<sup>th</sup> grade year, and it does not constitute a change in placement. A student's Individualized Education Program (IEP) team will determine and notify the parent/guardian whether the student is eligible for this diploma.

District staff are developing new and revised courses of study that align with this new diploma option for students, and will be training case managers and counselors on these pathways as they are put into place for the 2023-24 school year.

### **FISCAL IMPLICATIONS:**

N/A

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the SSFUSD additional diploma option and requirements as presented.

# **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:** May 11, 2023

**RE:** Approval of SSFUSD Agreement with Legarza Sports for the 2023-24 School Year.

---

### **BACKGROUND:**

SSFUSD would like to partner with Legarza Sports to provide standards aligned Physical Education (PE) instruction for students in grades K-5 at all nine District elementary schools.

Under this agreement, Legarza Sports coaches would provide PE instruction to entire grade levels simultaneously, allowing grade-level teams to have common planning time. The initial proposal provides 1<sup>st</sup> through 5<sup>th</sup> grade-level teams 50 minutes of common planning time twice a week, while kindergarten teams will have 50 minutes of common planning time once a week.

### **EVIDENCE - RESEARCH - FFME:**

Before implementing a new program or service in SSFUSD, we want to ensure that staff identifies a program that aligns with the District's needs and capacity. A program/service that addresses the needs we have identified in our community, fits our budget and resources, and takes into consideration the District culture with which we work is more likely to reach and sustain the intended program/service outcomes for our target audience. Therefore, before making purchases, SSFUSD goes through a Fit, Feasibility, Monitoring, and Evaluation Process (FFME) to make a determination if the program or service is a Fit for SSFUSD. Below is a chart that we use to provide pertinent information for the Board and community.

**FISCAL IMPLICATIONS:**

The fiscal impact is approximately \$755,000 and will be paid via ESSER III funds.

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement between SSFUSD and Legarza Sports to provide standards aligned physical education instruction for students in Kindergarten through fifth grade at all nine elementary schools for the 2023-24 school year.

## **AGREEMENT FOR SERVICE BETWEEN SOUTH SAN FRANCISCO SCHOOL DISTRICT AND LEGARZA SPORTS**

This agreement is made as of \_\_\_\_\_, 2023 between School and Legarza Sports.

Whereas, the School desires to obtain services for the administration of the Legarza Physical Education Program for grades K-5.

Whereas, Legarza serves as a youth sports education organization in San Mateo county; and

Whereas, Legarza desires to provide Physical Education services to School in South San Francisco, California; and

Whereas, Legarza has developed a learning curriculum containing information which is identified as follows: (hereinafter "Legarza Lesson Plans"). Now, therefore, the parties agree as follows:

### **1. SERVICES**

Legarza agrees to provide professional services to SSFUSD in accordance with the terms and conditions of this agreement.

### **2. SCOPE OF SERVICES**

Legarza agrees to provide SSFUSD the Legarza PE Program with the following services:

- Physical Education as scheduled in accordance with the School academic calendar to occur between August 15, 2023 and May, 30 2024.
- Physical Education Classes will be taught Monday - Friday in following the PE schedule that is mutually formed and agreed on between Legarza and SSFUSD Administration .
- Physical Education Classes will be taught within school hours from 8:30am-2:45pm.
- The District will provide Legarza instructors with at least 40 minutes of scheduled break time for lunch.
- Legarza will teach for 35 weeks of PE when school is in session and use 8 days throughout the year, during which they will not be expected to provide PE. The specific dates of these weeks will be 8/9-8/11, 11/20-11/21, and 12/19-12/20.
- Legarza will use 3 days as staff development days throughout the year, during which they will not be expected to provide PE services. These dates will be communicated as soon as they are finalized.
- Legarza developed Lesson Plans that are based on the California State Standards and overseen by a credentialed teacher.
- Lesson plans will be periodically evaluated and modified based on SSFUSD needs.
- Provide 16 trained instructors to teach and supervise K-5 grade students.
- Provide 4 trained instructors for every day of PE at each school, including one Site Lead per school.
- SSFUSD and Legarza will work together to form a schedule that releases no more than 100 students to the staff for one class period.
- Legarza will provide substitutes by utilizing the Site Lead at each school in order to maximize familiarity with students, staff and school. In the event there is 1 person absent from a school the Site Lead will fill in for the instructor. If there are 2 people absent from 1 school Legarza will utilize the site lead and send a substitute.
- Supervision of instructors' work and formal evaluation procedures.
- Design and implementation of program evaluations for teacher and principal feedback.
- Meetings with principals and SSFUSD personnel as required.

- Administrative oversight from Legarza Program Director, Regional Manager and School Principals.
- In the event school goes remote, Legarza will perform the same amount of PE virtually (or socially distant) for the same cost throughout the duration of the time virtual schooling is in place.
- SSFUSD will provide a secured storage area for PE equipment at each site.

### **3. INSURANCE**

Legarza carries comprehensive general liability insurance to cover public liability for services provided under this contract as well as applicable workman's compensation insurance. SSFUSD is responsible to provide a safe environment for classes and is considered liable as such. Legarza will provide proof of sexual abuse/molestation insurance and comprehensive general liability insurance and will identify SSFUSD as an additional insured prior to the start of services.

### **4. WORKERS' COMPENSATION**

Legarza shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is 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 Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

### **5. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the Agreement, Legarza shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

### **6. INDEMNIFICATION**

Legarza agrees to indemnify, defend, and hold harmless SSFUSD, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of his agreement. SSFUSD agrees to indemnify, defend, and hold harmless Legarza, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of this Agreement.

### **7. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid mutually. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

### **8. HIRING LEGARZA EMPLOYEES**

SSFUSD acknowledges that Legarza has spent considerable time and money in training its instructors to provide services under this agreement. If SSFUSD, directly or indirectly, hires a Legarza instructor within one year of that instructor working for Legarza, SSFUSD will pay a fee of \$25,000 to Legarza, plus 10% of that instructor's annualized salary last in effect for the instructor.

### **9. FINGER PRINTING AND BACKGROUND CHECKS**

As required by the California State Education Code. Legarza instructors will be required to undergo finger printing and background checks. Legarza will provide SSFUSD written verification that all instructors have filed fingerprints and have passed the State and DOJ background checks no later than August 29 2022 for work during the 2022-23 academic school year.

**10. EQUIPMENT AND MATERIALS:**

Legarza shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.

**11. USE OF SUBCONTRACTORS:**

Legarza shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SSFUSD .

**12. LICENSES AND PERMITS:**

It shall be the Legarza's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

**13. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES:** Legarza and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

**14. RELATIONSHIP OF THE PARTIES:**

Legarza agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of (School district) and that Legarza acquires none of the rights, privileges, powers or advantages of (School district) employees.

**15. WAIVER:**

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

**16. EQUAL EMPLOYMENT OPPORTUNITY:**

In connection with the performance of this Agreement, Legarza shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

**17. GOVERNING LAW:**

This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

**18. COMPLETENESS OF AGREEMENT:**

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

**19. COMPENSATION**

Legarza agrees to perform all services of this agreement for a sum not to exceed for 35 weeks of PE instruction. The Legarza PE Program will include all costs, administrative overhead, and liability insurance.

Legarza shall submit a total of four (4) invoices as detailed below:

| <b>Legarza PE Program</b> | <b>Amount Due</b> | <b>Payment Due Date</b> |
|---------------------------|-------------------|-------------------------|
| Invoice #1                | \$188,750         | 9/1/2023                |
| Invoice #2                | \$188,750         | 11/1/2023               |
| Invoice #3                | \$188,750         | 1/1/2023                |
| Invoice #4                | \$188,750         | 4/1/2023                |
| <b>TOTAL</b>              |                   |                         |

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officers:

By Signature of the Administrator

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\_\_\_\_\_  
Date

Legarza Sports  
By Signature of Regional Director

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\_\_\_\_\_  
Date

Legarza Sports  
1027 Bransten Road  
San Carlos, CA 94070  
Ph # (415) 334-3333  
Fax # (650) 596-0133

Dear Nick Owen and Charlie Haley,

As part of our process to adopt or implement a new program at SSFUSD, our district requires that all prospective programs go through a Fit, Feasibility, Monitoring and Evaluation (FFME) Process. We are hoping that you can answer these questions for us listed below. If you'd like to meet to discuss them, please let us know and we can schedule a meeting. Since you have already shared a lot of valuable information, I have added some information under some questions from what you have already shared that I believe supports those questions. If you have additional information regarding the question, please feel free to add more or revise what I added if that is not accurate to your program.

Please let me know if you have any questions. Thank you so much for taking the time to answer ours.

- Rigor of methodology- Can your findings be distinguished from other organizations/processes? How rigorous was your research methodology?

The biggest differences between our program and a more traditional PE structure are our philosophy, our model, and the collaboration time our model provides.

Whereas most PE programs utilize a more traditional structure with one teacher taking out one class at a time, our PE program sends 2-4 PE teachers (or coaches) and takes the entire grade out at once. This provides the classroom teachers much desired/needed collaboration time across their grade-level. Furthermore, this model allows us to fulfill the state requirement of 200 minutes of physical education across 10 instructional days.

Our PE curriculum is based on the California State Standards for Physical Education, and is maintained by a credentialed teacher. We have members of our PE staff that are also fully credentialed, as well as coaches that are licensed as long-term substitutes and can teach up to 90 days per year with a class (our PE programs meet around 75 times).

Our philosophy is based on a Mastery Orientation Teaching Model, which celebrates effort as much as achievement. Moreover, our curriculum and instructors focus on the holistic fitness of the child, imbedding social and emotional learning into the day's activities — specifically the development of non-cognitive skills including grit, positivity, and a growth-mindset. We also provide PE equipment, substitute coverage, and administrative support to all schools.

- What is the objective of your program?

Our company mission is to empower youth through great programs. We aim to accomplish this by focusing on the holistic fitness of the child, imbedding social and emotional learning into the day's activities — specifically the development of non-cognitive skills including grit, positivity, and a growth-mindset.

- What evidence do you have that your program meets the objective?
  - Growing to from 20 campers to over 200,000 kids that benefit from our coaching philosophy is proof that our model works. We see the evidence in feedback that we get from schools and in renewals of our program from long standing partners.
- How did you collect or arrive at that evidence?
  - We survey principals and students to gain feedback from our programs. We also evaluate our staff to confirm if their programs are meeting are expectations outlined in our own “training checklist.”
- The quality of the findings and the outcome data - Can the strategy or program you use bring forward the desired outcome - has there been evidence of this with those whom you've worked?
  - Yes. We see evidence that our outcomes are achieved when schools and districts want us back. We have tangible results of our desired outcome when there is higher enrollment for our programs. When we run our programs at a high level more kids want to come back. We have seen a consistent increase of enrollment year over year since our company has started with the exception of 2020 when COVID restricted our enrollment.
- How aligned and accurate are the outcome data that support this practice? Was the research design rigorous enough to determine impact?
  - Our mission to empower youth through great programs is a simple one, but it is a mission that carries a wide range of responsibilities including staff training, program management, curriculum development, hiring / recruiting, and more.
  - Our organization has innovated with both success and failure in several categories of efficiency to try and better support our mission to empower youth through sport.
  - Our program is ultimately a success because it has always put the kids first. We prioritize the positive coaching method which praises effort over achievement and progression over talent. We can tell that this is a successful approach because of consistent positive feedback from kids, parents, and schools.
- To what degree has your program/service demonstrated a positive impact on its intended audience?
  - With our program we see higher participation rates in PE and students develop a better connection to physical exercise and sports.
  - In many cases our PE or after school program has been implemented into a school that previously didn't have PE or specifically trained PE instructors. Our dedicated coach brings an energy, knowledge, and resources to a

school's physical education program that a multi subject teacher would not be able to provide.

- We have a demonstrated positive impact by creating opportunities for breaks and collaboration time for teachers of the same grade level to meet on curriculum and other items that support their students.

Generalizability of findings - Do the findings still apply to the SSFUSD context? How well do these supportive findings apply to my context and under what conditions was this evidence-based practice implemented?

- Feel free to share about the experiences you have in nearby districts, schools and or the community
  - Yes - SSFUSD fits our model well. We are well established in both San Mateo county with our PE programs and summer camps in Millbrae and Burlingame. We are also well established in West Portal, Glen Park, and Sunset neighborhoods of San Francisco where we have offered camp for many years. Our familiarity with the area and access to trained staff who are available in the area of South San Francisco makes this a great fit.
- Which schools/districts do you have an established partnership with?
  - Please provide a list of districts with contacts within each school/district.
    - **Bay Area District PE Partners:**
    - Pacifica School District
    - Millbrae Elementary School District
    - Belmont Redwood Shores School District
    - San Carlos School District
    - Redwood City Elementary School District
    - Cupertino Unified School District
    - **Private/Independent PE Partners:**
    - St. Patrick's - Larkspur: Angela Hadsell
    - St. Isabella - San Francisco: Rob Pheatt
    - Our Lady of Visitation School - San Francisco: Lara De Guzman
    - Belmont Oaks - Belmont: Kelly Corteway
    - Notre Dame Elementary - Belmont: Kathleen Jermiassen
    - Silicon Valley International School - Palo Alto - Barbara Greiner
    - Ventana - Portola Valley - Amanda Stewart
    - St. Joseph's - Cupertino - Jennifer Packard

- To what extent has your company received positive commendations or recommended by reputable sources?
- *Testimonials:*

- **Heather Elementary School - San Carlos**

"I just want to say what a great year it has been with Legarza on-site for most of the week! It was one of the best things ever that was provided to our schools for not only PE but support during the day to lower class size allowing teachers to provide direct instruction and intervention to smaller groups of students. Additionally, the Heather Legarza coaches supported teachers in activities that needed an extra set of hands, ears and eyes, such as some of our STEM activities. I loved how the Heather Legarza coaches supported our outside PlayPod during their rotational time giving kids all frequent opportunities to explore, create, collaborate, build, use their imaginations etc. Their support during lunch and noon recess was undeniably the best support we've ever had and what made it work was the constants of Coach Ashley and Justin. They knew all the kids so well-- better than I did.

Thank you and have a great summer,  
Pam Jasso, Principal Heather Elementary - San Carlos"  
6/17/2022

- **Green Hills Elementary School - Millbrae**

"Green Hills is ever so grateful for the Legarza coaches. Every week they provide engaging and invigorating games for our students. Their flexibility with school schedules and providing an inclusive and engaging physical education program is something our community looks forward to every day they visit!

Way to go team Legarza!"

Kerry Dees - 3/8/2023  
Principal  
Green Hills Elementary

- **St. Patrick's School - Larkspur**

"The Legarza PE program has benefited our school by supplying us with staff that work in close partnership with our teachers, staff and administrators, reinforcing the behavioral and academic standards

and expectations of our school. The Legarza coaches bring a variety of fun activities to our students and

ensure that PE is always fun and exciting."

Emily Ogden - 3/8/2023  
Admissions Director  
St. Patrick School

- **Cupertino Unified School District**

Hi Nick,

Just a quick note to say thank you for your leadership. Over and over, we are hearing positive feedback about the Legarza support. Principals and teachers share how much this makes a difference for our students' happiness, success and confidence at school. They often praise the coaches assigned to their sites, saying how easily they connect with the kids and how they are so appreciated by all! Students are playing actively and learning to resolve the natural conflicts that arise during play. Your team provides critical, impactful support towards our aim of helping each child feel a sense of belonging at school. Thank you!

--

Allison Liner  
Associate Superintendent, Educational Services  
Cupertino Union School District

- 3/8/2023

- **Vallemar Elementary School - Pacifica**

"Legarza Physical Education program at Vallemar Elementary focuses on the whole child. Our students are engaged and motivated to play the different games which develop both their physical and mental health. The coaches care about the students, making personal connections and elevating joy on campus."

3/8/2023

Kim Norgaard, M.Ed

Principal, Vallemar Elementary

- **San Carlos School District**

"The partnership between Legarza and SCSD has been a staple in our community for a number of years. Legarza focuses on the ability to develop students' physical and mental health through play. They use a high paced and energetic style which actively engages students and makes each and every day fun.

"Each and every year Legarza is able to work with our district to provide quality physical education, lunch/recess support, and after school programs for our four TK-3 elementary schools, athletic director services for our 2 middle schools, and school year/summer camp opportunities for the entire community. We are grateful to have Legarza's partnership and encourage anyone interested in their services to explore the many opportunities they have to offer!"

3/16/2023

Hans Barber

Assistant Superintendent, Educational Services and Human Resources

San Carlos School District

- **Belmont-Redwood Shores School District**

"Legarza Sports has helped transform our PE program and positively impacted BRSSD students. Their PE program is designed to promote teamwork, sportsmanship, and a love for physical activity. This not only helps students to develop essential skills on the field, but also translates into success in other areas of their lives.

Our students find Legarza PE incredibly fun and engaging, which keeps them motivated and excited about participating. This, in turn, helps to build their confidence and self-esteem. We are grateful for the positive presence that Legarza has had on our school campuses. Their programs have helped to promote physical activity and healthy habits."

Kristen Sevilla

Education Services Wellness Coordinator

Belmont-Redwood Shores School District

- How long has your company been in existence?
  - 34 Years
- How has the program changed over that course of time?
  - Yes we've added more administration and program support staff to help with our growth. Our coaching philosophy has always remained the same but our reach and resources have improved as the company has scaled.

- How has the effectiveness been impacted by those changes?
  - The effectiveness has improved now that we can attract more top candidates to help run our programs at a high level.
- To what extent has your program been vetted through a local, state or national process?
  - School districts and school boards have put our program through an annual review to assess how much our program benefits students and meets the criteria agreed to under the PE contracts.
- To what degree was the development of your program based on research or best practices in the field?
  - Our curriculum was developed to to be aligned with California State Standards for Physical Education and refined by a credentialed teacher.
- What research or best practices did you incorporate?
  - We incorporate research and practice from the Positive Coaching Alliance. Legarza and the Positive Coaching Alliance are aligned in support of the Mastery Orientation method which promotes effort, learning, and rebounding from Mistakes to help reduce stress and anxiety in kids so they can get the most out of sports and physical education.
- Who are the people who created your program? What is their background or qualifications?
  - Melissa Morinishi
    - Bachelor of Science in Liberal Studies from California Polytechnic State University-San Luis Obispo
    - Multiple Subject Teaching Credential from California Polytechnic State University-San Luis Obispo
  - Chloe Robinette Sargeant:
    - Bachelor of Science in Elementary Education and Teaching from Brigham Young University
    - - Masters Degree in Policy, Organization, and Leadership Studies from Stanford University Graduate School of Education
- What is the plan for the next ten years for the curriculum we are considering?
  - How frequently should we expect updates?
  - Our curriculum is consistently being evaluated and refined to best serve the students and communities we work with.
  - The most recent goal for our curriculum and PE program is to have videos assigned to each curriculum unit. This will improve the consistency of our programs and help show staff, administrators, and potentially parents exactly what the games and activities we are teaching in PE look like.
  - We also plan to implement online training for our staff so training is more efficient and our process for elevating our staff's coaching level is quicker and equal across all of our programs.

- How long has your company been in existence?
  - What is your ten-year business plan?
  - Do you have funding to support high-quality program management for the next ten years? (Fiscal solvency)
  - Our 10 year business plan is to maintain and grow our impact in the communities that we serve. We aim to do this by retaining and hiring the best staff. We also will lean into new ventures that fit our mission such as after school programs, new enrichment programs, and new regions.
  - Yes, our summer camps help fund the high quality program management for our staff that is needed.
- What is your recommendation for initial roll out across our 9 elementary sites and an ongoing positive partnership?
  - We recommend principal meetings in August to introduce our staff to the community. We plan to have additional program support for the first two weeks from our management and program team to make sure things start in a positive direction.
- If we establish a partnership, who is our primary point of contact going to be?
  - Charlie Haley - Regional Director
  - Marquis Adkins - Regional Manager
  - To Be Assigned - PE Leads
- What types of communication and support will that person provide?
  - Charlie Haley will communicate with the District and School Administration on any matter that concerns the overall quality and support of the program.
  - Marquis Adkins will be responsible for scheduling, staff management, and most principal / school communication.
  - PE leads will be accessible to the school's for any day-to-day responsibilities, feedback, and notices that are important for the team to know.
- What is the frequency of the expected contact with that person?
  - We will be available anytime at your convenience.

# **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

## **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Keith B. Irish, Assistant Superintendent of Educational Services and Categorical Programs  
Sabrina Yacoub, Director Pupil Personnel, Special Education

**DATE:** May 11, 2023

**RE:** Approval to continue contracts with the following Non-Public Agencies (NPA) for the 2023-24 school

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### **BACKGROUND:**

SSFUSD contracts with Non-Public Agencies (NPA) in order to both provide specialized services and supports for vacancies that the District is either not able to fill internally or does not have allocated internally, however is required to provide. Below is a chart with each agency, the category of service they provide, type of agreement, a description of the service they provide, agreement details, as well as billing details and the estimated cost for each agency. In regards to the type of agreement, there are two options when looking at each agency.

- Memorandum of Understanding (MOU) through the Master Contract in place with San Mateo County Office of Education Special Education Local Plan Area (SMCOE SELPA) that we are able to work under. An Independent Service Agreement (ISA) defines our agreement under the MOU with SELPA
- Professional Service Agreements (PSA) are for agencies who do not have an established MOU with the County, or if a particular service isn't included under the MOU.

### **FISCAL IMPLICATIONS:**

- Total estimated cost for NPA contracts to fill vacancies and to provide

services in order to fulfill IEP service agreements for the 2023-24 school year is **\$9,935,000.00**.

- Last year we requested, in total for NPA contracts, \$9,975,847, which included:
  - a July 14, 2023 Board memo for \$9,653,847 in NPA contracts, and
  - a March 23, 2023 Board memo requesting an increase for transportation costs in the amount of \$325,000

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve continuing to work with these NPAs in order to fulfill Individualized Education Plan (IEP) service agreements by allowing the Assistant Superintendent of Business Services to sign all Professional Service Agreements (PSAs) and the Director of Special Education to sign off all Independent Service Agreements (ISAs) to finalize these agreements.

## Non-Public Agencies (NPA) contracts for the 2023-24 school

| Non-Public Agency                                               | Category of Services | PSA or MOU     | Description of Services Provided                                                                                                                                                                                                                                        | Agreement Details                                                                                                                                                             | Billing Details                                                                                                                                       | Estimated Cost for 23-24 |
|-----------------------------------------------------------------|----------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Beacon                                                          | Staffing             | PSA            | <b>Educationally Related Mental Health Services (ERMHS)</b><br>Tier 3b Educationally Related Mental Health Services (ERMHS) for middle and high school age students. School Psychologists provide Tier 1 and 2 services.                                                | Coordinator, .5<br><br>1 dedicated ERMHS provider for high school therapeutic classroom<br><br>4 FTE for mental health clinicians for 36 students with ongoing ERMHS services | <b>Billed at annual billing rate.</b><br><br>For 21-22 school year, this amounted to \$571,500<br>22-23 contract amount = \$591,000                   | \$620,000                |
| San Mateo County Behavioral Health and Recovery Services (BHRS) | Staffing             | MOU with BHRS  | <b>Educationally Related Mental Health Services (ERMHS)</b><br>Tier 3b Educationally Related Mental Health Services (ERMHS) for middle and high school age students. School Psychologists provide Tier 1 and 2 services.                                                | 1.5 dedicated ERMHS provider for high school therapeutic classroom<br><br>7 part time mental health clinicians for 56 students with ongoing ERMHS services                    | <b>ERMHS costs approximately \$14,000 per student</b><br><br><b>Wrap costs \$3,500/ month per student</b><br><br>22-23 estimated spending = \$300,000 | \$500,000                |
|                                                                 |                      |                | <b>Educationally Related Wrap Mental Health Services (ERMHS - Wrap)</b><br>Parent counseling for students with ERMHS services                                                                                                                                           | 4 students currently receive this service                                                                                                                                     |                                                                                                                                                       |                          |
| Dooley Corp                                                     | Staffing             | MOU with SELPA | <b>Engagement Counselors</b><br>Educationally Related Wrap Behavioral Support Services (Engagement Counselors)                                                                                                                                                          | 4 students currently receive this service                                                                                                                                     | \$112/hr                                                                                                                                              | \$60,000                 |
| Trumpet                                                         | Staffing             | MOU with SELPA | <b>Engagement Counselors</b><br>Educationally Related Behavioral Support Services                                                                                                                                                                                       | BCBA, part time in support of student RBT, full time with student                                                                                                             | \$11,092/mo                                                                                                                                           | \$100,000                |
| 360 Degree                                                      | Staffing             | PSA            | <b>Special education teachers provided to help fill vacancies</b><br>*This agreement is set up to continue contracting with 1 mild-moderate teacher through this agency to fill a continuing vacant position, as well as to fill any other special education vacancies. | continue contract for 1 mild-moderate credentialed Special Education Teacher at SSFHS                                                                                         | \$91/hour for 186 days                                                                                                                                | \$130,000                |
| Maxim Health Care                                               | Staffing             | PSA            | <b>School Psychologist</b><br>*This agreement is set up to continue contracting with 1 school psychologist (since 2019) through this agency.                                                                                                                            | continue contract for 1 School Psychologist                                                                                                                                   | \$140/hour                                                                                                                                            | \$175,000                |
|                                                                 |                      |                | <b>Special education teachers provided to help fill vacancies</b><br>*This agreement is set up to continue contracting with 1 mild-moderate teacher through this agency to fill a                                                                                       | continue contract for 1 mild-moderate credentialed Special Education Teacher at SSFHS                                                                                         | \$85/hour                                                                                                                                             | \$130,000                |

|                                 |          |                |                                                                                                                                                                                                                                                                                                                          |                                                                                                                  |                                 |             |
|---------------------------------|----------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
|                                 |          |                | continuing vacant position, as well as to fill any other special education vacancies.                                                                                                                                                                                                                                    |                                                                                                                  |                                 |             |
|                                 |          |                | <b>Paras provided to fill vacancies</b><br>*This agreement is set up to continue contracting for para educators through this agency to fill vacant internal positions. We currently have 100 internal vacancies, 25 of which are staffed by this agency, with 25 spots of which Maxim is attempting to fill by Fall 2023 | continue contract with this agency for 25 ParaEducators, as well as 25 slated to be filled and other vacancies   | \$45/hour                       | \$1,000,000 |
|                                 |          |                | <b>LVN</b><br>*This agreement is set up to continue contracting for Licensed Vocational Nurses (LVN) or a Registered Nurse (RN) through this agency to fill vacant internal positions.                                                                                                                                   | continue contract for 1 LVN & 1 RN                                                                               | LVN \$60/hour<br>RN \$70-100    | \$260,000   |
| ProCare                         | Staffing | MOU with SELPA | <b>LVN &amp; RN</b><br>*This agreement is set up to continue contracting for Licensed Vocational Nurses (LVN) through this agency to fill vacant internal positions.                                                                                                                                                     | continue contract for 1 LVN                                                                                      | \$100/hour                      | \$130,000   |
| Stepping Stones                 | Staffing | PSA            | <b>Para Educators</b><br>*This agreement is set up to continue contracting for para educators through this agency to fill vacant internal positions. We currently have 100 internal vacancies, X of which are staffed by this agency, with more spots of which this agency is attempting to fill by Fall 2023            | continue contract with this agency for 2xParaEducators, as well as those slated to be filled and other vacancies | \$47.00/hour or \$57,600/person | \$800,000   |
|                                 |          |                | <b>ASL Para Interpreter</b><br>*This agreement is set up to continue contracting with 1 ASL Interpreter through this agency to fill a continuing vacant position, as well as to fill any other ASL Interpreter vacancies.                                                                                                | 1 ASL Para Interpreter                                                                                           | \$120-125/hour                  |             |
| Hanna Interpreting Services LLC | Staffing | PSA            | <b>ASL Para Interpreter</b><br>*This agreement is set up to continue contracting with 2 ASL Interpreter through this agency to fill a continuing vacant position, as well as to fill any other ASL Interpreter vacancies.                                                                                                | 2 ASL Para Interpreters                                                                                          | \$125/hour                      | \$260,000   |
| Avid Translations               | Staffing | PSA            | <b>ASL Para Interpreter</b><br>*This agreement is set up to continue contracting with 2 ASL Interpreter through this agency to fill a continuing vacant position, as well as to fill any other ASL Interpreter                                                                                                           | 2 ASL Para Interpreters                                                                                          | \$120/hr (in-person)            | \$300,000   |

|                                                                                          |                |                          |                                                                                |                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |
|------------------------------------------------------------------------------------------|----------------|--------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                                                                                          |                |                          | vacancies.                                                                     |                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |
|                                                                                          | Translations   |                          | <b>Interpretation and Translation</b><br>(video and in person) of IEP meetings | On demand, as needed                                                                                                                                                                                         | \$105/hr (video)<br>\$115/hr (in person)<br>\$105/page (document)<br>\$.022/word (multiple documents)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$300,000   |
| EverDriven<br>[formerly<br>ALC<br>(American<br>Logistics<br>Transportation<br>Services)] | Transportation | PSA                      | <b>Transportation</b> for students with IEPs who are eligible                  | <b>239 students eligible, and 143 accessing transportation services to access FAPE</b><br><br><b>Total cost spent in 2021-22</b> for all transportation services with exception of GreenCab<br>= \$2,000,928 | <b>Trip Items Fees</b><br>Trip Fee (includes first 12 miles) \$77.25<br>Per Mile Fee (after the first 12 miles) \$2.78<br><br><b>Additional Fees (as needed/requested):</b><br>Wheelchair Fee (per student) \$36.05<br>Car Seat/Safety Vest Fee (per student) \$5.15<br>Wait Time Fee (per hour, billed in 15 min. increments) \$77.25<br>Monitor Fee (per hour, 2-hour minimum) \$25.75<br>No Show or Late Cancel Full Price of Trip<br>30% on gasoline that exceeds \$3.75 per gallon<br><br><b>Total Cost estimated to spend with EverDriven for 77 students in 22-23 school year = \$1,615,000</b> | \$1,630,000 |
| Adroit                                                                                   | Transportation | PSA                      | <b>Transportation</b> for students with IEPs who are eligible                  |                                                                                                                                                                                                              | <b>Trip Fee</b> (includes first 10 miles)<br>Sedan \$68, Large \$90,<br>Wheelchair Accessible \$100<br>Additional miles \$2.55 per mile<br><br><b>Additional Fees:</b><br>Safety Equipment \$4,<br>Attendant/Monitor \$40<br>Wait Time (billed in 15 min. increments) \$60/hr<br>No show/late cancel - Full price of ride<br>50% on gasoline exceeds \$5.00 per gallon<br><br><b>Total Cost estimated to spend with Droit for 67 students in 22-23 school year = \$614,000</b>                                                                                                                         | \$1,000,000 |
| Green Cab                                                                                | Transportation | Green Cab Agreement/ PSA | <b>Transportation</b> for students with IEPs who are eligible                  | Transportation of a student with unique needs. Total cost spent in 2021-22 school year.                                                                                                                      | \$300/day<br><br><b>Total Cost estimated to spend for 22-23 school year = \$56,000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$70,000    |

|                                                                                                                                                               |                               |                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                 |                                                                                      |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------|
| TBD. No agency assigned. This is a holding spot for our budget to use to contract with agencies once a candidate is found to fill an Unfilled Vacant Position | Staffing for vacant positions | Addendum to established PSA/MOU or creation of New PSA | <b>Outstanding INTERNAL VACANCIES:</b><br>9 special education teachers                                                                                                                                                                                                                                                                                                                                                                                                                               | Found in current MOU or PSA, documented as an addendum to said agreement.<br><br>The District may seek alternative agencies if these are not able to find staff for outstanding vacancies and create a PSA or ISA with a new agency, covered by this line item. | \$130,000/ staff on average<br><b>Total Teaching Vacancies</b><br><b>\$1,170,000</b> | \$1,170,000 |
|                                                                                                                                                               |                               |                                                        | <b>Service Providers required for IEP implementation:</b> <ul style="list-style-type: none"> <li>● 1 Adapted Physical Education teacher</li> <li>● 1 Deaf &amp; Hard of Hearing teacher</li> <li>● 2 American Sign Language paras</li> <li>● 1 ERMHS provider</li> <li>● 1 Physical Therapist Assistant</li> <li>● 2 Mental Health Providers &amp; 1 School Psychologist</li> <li>● 1 Licensed Vocational Nurse Or Registered Nurse</li> <li>● Other roles as become needed and/or vacant</li> </ul> |                                                                                                                                                                                                                                                                 | \$1,300,000                                                                          | \$1,300,000 |
|                                                                                                                                                               |                               |                                                        | Total Expected Cost for Contracted Non-Public Agency Services                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                 |                                                                                      |             |

# **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:** May 11, 2023

**RE:** Adoption of Resolution #23-39 Establishing Fund 11 and Fund 14 Balances

---

### **BACKGROUND:**

The District would like to continue funding and tracking monies, that, in the past have been allocated to Fund 11 (Adult Education) and Fund 14 (Deferred Maintenance) from the California Department of Education. The CDE no longer recognizes Funds 11 & 14 and now allocates monies to the General Fund instead. By passing this resolution, the District is able to continue to keep these funds separate from the General Fund in order to maintain adequate services.

### **FISCAL IMPLICATIONS:**

N/A

### **RECOMMENDATION:**

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

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**RESOLUTION #23-39**

**TO ESTABLISH FUND BALANCE POLICIES AS REQUIRED BY GASB 54**

**WHEREAS**, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that is effective with the school year ending on June 30, 2016, and;

**WHEREAS**, South San Francisco Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2023 – June 30, 2024 fiscal year, and;

**WHEREAS**, the implementation of GASB statement No. 54 requires the District to re-define all components of ending fund balances according to the new focus of spend ability. Implementation also requires a review of all existing governmental funds for conformity with the fund type definitions, and;

**WHEREAS**, the District currently manages the following governmental funds all of which meet the current fund definitions consistent with GAAP:

- Fund 01 – General Fund
- Fund 08 - Student Activity Special Reserve Fund
- Fund 11 – Adult Education Fund
- Fund 12 – Child Development Fund
- Fund 13 – Cafeteria Fund
- Fund 14 – Deferred Maintenance Fund
- Fund 17 – Special Reserve for Non-Capital Outlay Fund
- Fund 21 – Bond Fund
- Fund 25 – Capital Facilities Fund
- Fund 35 – County School Facilities Fund
- Fund 40 – Special Reserve for Capital Outlay Fund

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees hereby adopts the following policy to provide conformance with GAAP, this policy affects the following changes:

**Adult Education Fund**

All of the State Funds apportioned to the District based upon current or previous participation in the Adult Education program, as well as any matching amount of local funds will be committed to the Adult Education Fund (11) to be expended solely for Adult Education.

Upon adoption of this policy, the residual balance in the Adult Education Fund, all State Apportionments and local match amounts subsequently deposit to this fund and any earnings on the funds are hereby committed to the purpose of Adult

Education. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

**Deferred Maintenance Fund**

All of the State Funds apportioned to the District based upon current or previous participation in the Deferred Maintenance program, as well as any matching amount of local funds will be committed to the Deferred Maintenance Fund (14) to be expended solely for Facilities Maintenance.

Upon adoption of this policy, the residual balance in the Deferred Maintenance Fund, all State Apportionments and local match amounts subsequently deposit to this fund and any earnings on the funds are hereby committed to the purpose of Facilities Maintenance. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

The Board may, from time to time, entertain the possibility of committing unrestricted revenue streams to specific purposes. Any such future commitments of fund balance will be enacted by means of a Board Resolution.

The above Resolution is adopted this 11<sup>th</sup> day of May 2023.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

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President of the Board

# **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:** May 11, 2023

**RE:** Adoption of Resolution #23-40 for Bank Clearing Accounts

---

### **BACKGROUND:**

As required by the San Mateo County Office of Education, school districts in San Mateo County must establish clearing accounts for cash receipt transactions between the District and the County Treasury. A clearing account is a temporary account in which deposited funds are kept to get smoothly transferred to the required account at the County Treasury when the transfer cannot be done directly from one account to another.

The District currently has two existing Wells Fargo clearing accounts. This resolution for the clearing accounts is now required per Education Code Section 41017.

### **FISCAL IMPLICATIONS:**

N/A

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees adopt the resolution for the Clearing Accounts.

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**RESOLUTION #23-40**

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A  
BANK CLEARING ACCOUNT (EDUCATION CODE SECTION 41017)**

**FISCAL YEAR 2022-23**

WHEREAS, there has developed in the South San Francisco Unified School District the need for a bank clearing account in which to deposit miscellaneous receipts of the South San Francisco Unified School District, such receipts to be paid into the County Treasury within the time periods specified pursuant to Education Code Section 41001,

NOW, THEREFORE, BE IT RESOLVED that a bank clearing account be established with the Wells Fargo Bank for the South San Francisco Unified School District to be administered by Ted O, Chief Business Official.

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

REGULARLY passed and adopted this 11<sup>th</sup> day of May, 2023.

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOES: \_\_\_\_\_  
\_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_  
\_\_\_\_\_

ABSENCES: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
District Superintendent\*

\_\_\_\_\_  
County Superintendent of Schools

\_\_\_\_\_  
Date Approved/Filed

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

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

# **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:** May 11, 2023

**RE:** Approval of All City Management Crossing Guard Services for 2023-24

---

### **BACKGROUND:**

All City Management is a family established crossing guard business committed to “Keeping Children Safe” for more than 30 years. They are tasked with ensuring children are safe throughout their entire education experience by providing school crossing guards before and after school.

South San Francisco Unified School District has been using All City Management for several years, as well as many other Bay Area school districts. For the 2023-24 school year, just like in the past, the following sites will utilize the crossing guard services: Monte Verde ES, Ponderosa ES, Spruce ES, Sunshine Gardens ES, and Junipero Serra ES.

### **FISCAL IMPLICATIONS:**

The fiscal impact to the General Fund is \$135,360.00.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the item as presented with a fiscal impact of \$135,360.00 to be paid from the General Fund (Fund 01).



## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated April 24, 2023 and is between the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the District. Contractor shall assume liability for only those sites agreed to by both Contractor and the District by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District’s representative in dealing with the Contractor shall be designated by the South San Francisco Unified School District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify District will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-seven Dollars and Sixty Cents (**\$37.60**) per hour, per Crossing Guard during the term. Based on a minimum of five (5) sites and upon a projected (3,600) hours of service the cost shall not exceed One Hundred Thirty-five Thousand, Three Hundred Sixty Dollars (\$135,360.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**DISTRICT**

**CONTRACTOR**

**South San Francisco  
Unified School District**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date\_\_\_\_\_

Date\_\_\_\_\_

# **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:** May 11, 2023

**RE:** Approval of Auditor Contract with Eide Bailly LLP for Measure T Bond for Fiscal Years 2022-23 through 2024-25.

---

### **BACKGROUND:**

In accordance with Education Code Section 41020, the governing board of each school district shall provide for an audit of the books and accounts of the school districts each fiscal year. This includes bond measures. The audits shall be made by a certified public accountant or public accountant, licensed by the California Board of Accountancy.

The financing process for Measure T was completed on April 26, 2023, and the District will be receiving the funds in fiscal year 2022-23. As an accountability requirement, an audit is required for 2022-23, regardless of whether or not any bond funds are spent.

SSFUSD has a current contract with Eide Bailly LLP for audit services. With the passing of the Measure T bond, the District must include this in the audit. The attached three-year contract is for the Measure T bond program and covers auditing services for fiscal years 2022-23, 2023-24 and 2024-25.

### **FISCAL IMPLICATIONS:**

The cost for the audit services is as follows:

|          |         |
|----------|---------|
| 2022-23: | \$9,000 |
| 2023-24: | \$9,000 |
| 2024-25: | \$9,000 |

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 3-year contract from Eide Bailly LLP for the amounts noted above.

## CONTRACT FOR AUDITING OF MEASURE T

This agreement made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2022, between the Governing Board of the South San Francisco Unified School District, of San Mateo County, State of California, hereafter referred to as "District" and Eide Bailly, LLP, Certified Public Accountants, hereafter referred to as "Auditors".

You have requested that we perform the required financial audit of the District's Building Fund (Measure T) for the year ended June 30, 2023, 2024, and 2025, and the required performance audit to ensure that the funds have been expended only on the specific projects approved by the voters for the year ended June 30, 2023, 2024, and 2025, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the District's Building Fund (Measure T) financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion on the opinion unit applicable to the "bond fund". Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The financial statements will present only the Bond Fund (Measure T) on the modified accrual basis of accounting and will not purport to and will not be intended to present fairly the financial position and results of operations of the District in conformity with accounting principles generally accepted in the United States of America.

### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Measure T Building Fund financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the Measure T Building Fund audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the Measure T Building Fund audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Measure T Building Fund financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

May 11, 2023

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Action

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

## **Performance Audit**

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters for Measure T, and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Management of the District is responsible for establishing and maintaining effective internal control over compliance to meet the Proposition 39 requirement for the Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution.

Generally Accepted Government Auditing Standards requires that we obtain an understanding of those internal controls that are significant to our audit objectives. Our consideration of internal controls is limited to those controls considered significant to meet the objectives of this performance audit. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. A performance audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under *Government Auditing Standards*.

Our procedures for the Performance Audit for the year ended June 30, 2023, 2024, 2025 will be as follows:

- We will identify expenditures and projects charged to the Measure T Building Fund by obtaining a general ledger and project listing.
- We will select a sample of expenditures using the following criteria:
  - Identify all expenditures recorded in all object codes, including transfers out, related to the bond measure
  - Identify all projects with expenditures during the fiscal year related to the bond measure
  - Select a sample of expenditures to test for compliance with ballot language as approved by the voters. Our selection will include all expenditures that we deem to be individually significant and will also select a sample of expenditures from the remaining population using auditor judgement.
- For the sample selected, review invoices and other supporting documentation to determine that:
  - Expenditures were supported by invoices with evidence of proper approval and documentation of receipt of goods and/or services.
  - Expenditures were supported by proper bid documentation, as applicable.
  - Expenditures were expended in accordance with voter-approved bond project list.
  - No expenditures were for salaries of school administrators or other operating expenses of the District.
- We will determine that the District has met the compliance requirements if the following conditions are met:
  - Supporting documents for expenditures were aligned with the voter-approved bond project list.

- Supporting documents for expenditures were not related to salaries of school administrators or other operating expenses of the District.
- A performance audit report will be issued to the Bond Oversight Committee and the District Board of Trustees.

## **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the Measure T Building Fund financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

## **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the Measure T Building Fund financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of Measure T Building Fund financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the Measure T Building Fund financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- e. For adjusting the Measure T Building Fund financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the Measure T Building Fund financial statements as a whole; and
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- h. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.
- k. Responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the performance and bond fund audit. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them.

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing Measure T Building Fund financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of South San Francisco Unified School District. South San Francisco Unified School District's management understands and agrees that any advice or recommendation we may provide in connection with our engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

## **Reporting**

We will issue a written report upon completion of our audit of the District's Measure T Building Fund financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended

third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Andrew Park is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the report. We expect to begin our audit on a mutually agreed upon date.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. Our fee for the Financial Audit and Performance Audit services will be \$9,000 for each of the years beginning June 30, 2023 through June 30, 2025. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

We may use third-party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our engagement documentation for this engagement. Our engagement documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your Measure T Building Fund financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report, and any subsequent review reports to the parties contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for South San Francisco Unified School District.

## **MEDIATION**

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Rancho Cucamonga. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

## **LIMITED INDEMNITY**

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in the information provided to us to complete our audit that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

## **LIMITATION OF LIABILITY**

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

## **TIME LIMITATION**

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

## **GOVERNING LAW AND VENUE**

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

## **ASSIGNMENTS PROHIBITED**

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

May 11, 2023

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink, appearing to read 'Andrew Park', written in a cursive style.

Andrew Park, CPA  
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of South San Francisco Unified School District by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **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:** May 11, 2023

**RE:** Approval of Baseball Field Warning Track at El Camino High School

---

### **BACKGROUND:**

To help improve the safety of the baseball field at El Camino High School (ECHS) for the student athletes, staff are having a warning track. The work required includes the following:

- Irrigation upgrades - which includes the removal and replacement of irrigation valves, gate valves, rotors, and nozzles of rotors.
- Installation of the warning track - which includes demolition, removal of sod, compact existing soil, and installation of 2 feet deep red infield fines.

### **FISCAL IMPLICATIONS:**

The cost of the services is \$188,132. This will be paid from the District's Facilities Fund (Fund 40).

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the proposal from Frank + Grossman Landscape Contractors, in the amount of \$188,132, for the warning track at the ECHS baseball field.

## LANDSCAPE PROPOSAL

South San Francisco Unified School District  
398 B Street South San Francisco, CA 94080  
Attn: Liam McCloskey [lmccloskey@ssfusd.org](mailto:lmccloskey@ssfusd.org) Cell 650-270-5933  
Wazi Chowdhury [wchowdhury@ssfusd.org](mailto:wchowdhury@ssfusd.org) Cell 650-438-6085

04/25/2023

### El Camino High School Baseball Field- Warning Track Installation

Revised Proposal based on Value Engineering efforts

1. Irrigation- Remove and replace with new Hunter ICV 1.5" (5) irrigation valves, 1 gate valves and 1 QCV to move utilities outside the play area along 3<sup>rd</sup> baseline.
2. Irrigation- Remove and replace with new (20) Rainbird Rotors. Includes new lateral lines for new edge of rotors.
3. Irrigation- Change nozzles of remaining rotors. No relocation of other outfield rotors.

**Irrigation Total: \$51,327.00**

4. Demolition- break out and haul off concrete drain culvert
5. Demolition - Sod cut existing material.
6. Demolition- excavate 831LF to a 2" depth 15' at outfield to create new warning track
  - a. Includes clean cutting back roots to edge of warning track/ fence line
  - b. No new retaining wall included.
7. Compact existing native soil
8. Install in red infield fines at 2" depth.
9. Includes all offhaul and disposal, mobilization, temporary facilities.
10. Layout to be painted out prior to excavation and approved by District / Athletic Director.

**Warning Track \$136,805.00**

**Grand Total \$ 188,132.00**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Increased global demand in the construction sector, combined with the multiple and complex impacts of the pandemic and logistic issues, have resulted in unprecedented shortages, delays and ultimately, increased prices of materials and labor across the economy. Material prices are subject to change. Price is good for 30 days.*

# **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:** May 11, 2023

**RE:** Approval of Contract with ProTech Consulting and Engineering for Hazardous Materials Surveys related to the upcoming Heating, Ventilating, and Air Conditioning (HVAC) projects

---

### **BACKGROUND:**

The District needs to have updated Hazardous Materials surveys completed at the sites which are a part of the upcoming first phase of HVAC projects at five District schools. The work is focused on areas of sites and building components which may be impacted by demolition required to accommodate new mechanical units, ducts, piping, etc. The survey work will identify asbestos-containing materials (ACM's) and lead-based paint (LBP) which will need to be abated or remediated as a part of the project construction.

The first phase of HVAC projects and associated costs will be at the following schools:

|                     |          |
|---------------------|----------|
| Hillside Pre-School | \$ 7,150 |
| Martin ES           | \$11,880 |
| Parkway Heights MS  | \$ 6,900 |
| Spruce ES           | \$ 7,025 |
| Baden HS            | \$ 4,085 |

### **FISCAL IMPLICATIONS:**

The cost of the services is **\$37,040**. This will be paid from the District's Facilities Fund (Fund 40).

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve a contract with ProTech Consulting and Engineering for Hazardous Materials Surveys prior to construction at nine District sites.

## SURVEY PROPOSAL

### LIMITED SELECTIVE PRE-RENOVATION SURVEY & EVALUATION

- Asbestos Containing Materials (ACM) •
- Lead-Based Paint (LBP) •

**April 24, 2023**

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

**PROPOSAL NO.:** 2502-23gk

**VIA EMAIL:** bsavidge@ssfusd.org

**PAGES:** 05

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| PROJECT             | <b>Hillside Pre-School</b><br>1400 Hillside Blvd.<br>South San Francisco, California                                                                                                                                                                                                                                                                                                                                                                                                                                                    | HVAC Upgrade Project |
| SERVICE AREAS       | Consulting services are limited at the direction of the client to selective areas/materials expected to be impacted during planned renovation work. Service areas are limited to the following:<br><div style="background-color: #d9ead3; padding: 5px;"> <b>Building B</b> <ul style="list-style-type: none"> <li>- Roof</li> <li>- Interior walls and ceilings throughout</li> </ul> </div> <p><i>Note: Scope limitations will not allow for comprehensive characterization of all possible suspect materials at the project.</i></p> |                      |
| PROJECT DESCRIPTION | ProTech will conduct limited (non-comprehensive) environmental consulting services to assess conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP).<br>Consulting services have been requested to obtain regulatory compliance data prior to renovation of the project.                                                                                                                                                                                                                             |                      |

### PROPOSAL

It is agreed that ProTech will conduct limited environmental consulting services at the subject project. The scope-of-work and associated limitations proposed herein have been requested by the client for client's specific needs and use. This agreement is limited to the specific items, tasks, and analytes described herein. No other services are intended or implied.

### SCOPE OF WORK

ProTech's environmental consulting services will be limited to areas and materials visibly accessible through reasonable means. Except for minor disturbance due to sampling, destructive methods and/or demolition of building components will **not** be employed to discover hidden, inaccessible, or subsurface conditions.

ProTech proposes to provide labor, materials, and services to evaluate areas expected to be impacted during planned renovation as follows:

#### Asbestos-Containing Material (ACM) Survey

- **Conduct a Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect asbestos-containing materials (ACM).

- **Asbestos Sample Collection:**  
Collect representative suspect asbestos samples for subsequent laboratory analysis to confirm or rebut the presence of ACM.
- **Asbestos Assessment:**  
Assess the friability and abatement classification of identified ACM.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for asbestos analysis by polarized light microscopy (PLM).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

#### Lead-Based Paint (PBP) Survey

- **Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect lead-based paint (LBP) associated with major building components.
- **XRF Surface Testing:**  
Test coatings (i.e. paint, varnish, glazing) on representative surfaces to screen for the presence of lead-based paint on major building components. Testing will be performed using a calibrated X-ray fluorescence analyzer (XRF).
- **Confirmation Paint Chip Sampling:**  
If indicated, collect representative (confirmational) paint chip samples to assess lead levels on surfaces that yield low XRF readings. Contractors may need to obtain additional paint chips depending on their individual scope of work.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for lead analysis by atomic absorption spectroscopy (AAS).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

*Note: If certain levels of lead are detected ( $\geq 1,000$  ppm), waste-stream characterized will be required to profile demolition debris prior to disposal.*

#### PROJECT LIMITATIONS

- ProTech accepts no liability for minor aesthetic damage to architectural finishes or structural damage due to sampling.
- Every effort will be made to identify suspect asbestos-containing building materials without disturbing or disrupting the normal business operations of the tenant occupants and their patrons. ProTech will make every effort to be thorough and comprehensive without conspicuously intruding on normal business activities. However, due to these limitations, ProTech cannot guarantee that all hazards will be identified.
- ProTech's report will not be intended as a hazard assessment for persons or contractors performing work on the site. Each person, contractor, and/or employer who performs work on the project will need to assess their potential exposure to hazards and evaluate regulatory compliance associated with their particular scope of work.
- ProTech does not provide expert **roof patching** services. We strongly urge the Client to hire a licensed roofing contractor to patch and repair our sample locations. ProTech is not responsible for possible future roof leaks.
- ProTech's lead survey will not be intended to assess lead exposure risks to personnel who will be performing future work on the site. The intent of the lead survey data will be to:

- a. Notify contractors/employers who bid and/or perform future work on the site regarding the presence of lead.
- b. Provide initial data to assist contractors/employers assess potential exposure risks their employees.
- c. Provide initial data to assist contractors/employers in their preparation to comply with Cal OSHA lead standards.

## CLIENT PROVISIONS

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Roof access
- Parking

## COMPENSATION

It is proposed that the fee for the performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

| Category                                                                                | Unit Type | Unit Count | Unit Fee   | Total             |
|-----------------------------------------------------------------------------------------|-----------|------------|------------|-------------------|
| <b>PROFESSIONAL SERVICES</b>                                                            |           |            |            |                   |
| Site survey, data collection, field documentation, sample collection, sample processing | Service   | 1          | \$2,880.00 | \$2,880.00        |
| Report – data compilation, report draft, review                                         | Hour      | 6          | \$85.00    | \$510.00          |
| Project management, data review, technical report, and report certification             | Hour      | 6          | \$185.00   | \$1,110.00        |
| <b>PS Total</b>                                                                         |           |            |            | <b>\$4,500.00</b> |
| <b>LABORATORY/ANALYTICAL</b>                                                            |           |            |            |                   |
| Asbestos bulk - Polarized light microscopy (PLM) – EPA 600/R-93-116                     | Sample    | 60         | \$25.00    | \$1,500.00        |
| Lead - X-ray fluorescence (XRF) analyzer                                                | Item      | 1          | \$850.00   | \$850.00          |
| Lead bulk - Atomic absorption spectroscopy (AAS)                                        | Sample    | 10         | \$30.00    | \$300.00          |
| <b>Lab Total</b>                                                                        |           |            |            | <b>\$2,650.00</b> |
| <b>Fee Total</b>                                                                        |           |            |            | <b>\$7,150.00</b> |

## FEE NOTES

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard schedule.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.
- Some materials may yield a result of < (less than) 1% asbestos. These results must be confirmed by a more accurate method to treat the materials as <1% asbestos. Sometimes (not always) there is an economic advantage to confirming the <1% conclusion. If desired by the client, the fee for <1% confirmational analysis will be as follows:

| Asbestos - Follow-up Laboratory Analysis           |             |          |
|----------------------------------------------------|-------------|----------|
| Analysis Type                                      | Unit        | Unit Fee |
| PLM 400 point count (confirm <1%) – 48 hour TAT    | Each Sample | \$175.00 |
| PLM 1000 point count (confirm <0.1%) – 48 hour TAT | Each Sample | \$220.00 |

**Note:** Samples are discarded after 30 days. If point count analysis is requested after sample disposal, additional samples will need to be collected at additional cost.

## TERMS & CONDITIONS

**1. Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.

**2. Scope of Service:** ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.

### 3. Insurance

Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverages and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

#### Optional Insurance Coverage

|          |                                                                       |                |
|----------|-----------------------------------------------------------------------|----------------|
| Optional | Additional Insurance Endorsement form CG20101185 (or it's equivalent) | Bid on request |
| Optional | Waiver of Subrogation                                                 | Bid on request |

**4. Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Client's obligation of prompt payment will not be deemed as a waiver of this provision.

**5. Standard of Care:** Consultant agrees to provide technical and professional analysis regarding the presence of specified contaminants at the test site, to use professional judgment and perform services using that degree of care and skill ordinarily exercised by reputable testing consultants under similar circumstances practicing in the Northern California area in respect to testing for the subject contaminant. No warranty, express or implied, of fitness is made or intended in connection with the work to be performed or by the furnishing of any oral or written reports by the Consultant other than for the express purpose indicated in Consultant's reports.

**6. Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.

**7. Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

**8. Problems with Accessibility:** In the event the job site and areas to be observed are not freely and readily accessible to Consultant's personnel and equipment because of obstruction or circumstances beyond the control of Consultant, Consultant may withdraw from this contract and be released from all further obligations. In such event, if work has already commenced, Consultant shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the job to date of withdrawal.

**9. Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.

**10. Limitation of Liability & Indemnification:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$250.00 for any time ProTech personnel are required to appear for depositions or court proceeding as a witness and/or defendant in any legal action related to this project.

**11. Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.

**12. Governing Law:** This contract shall be governed by the laws of the State of California.

**13. Entire Agreement:** This contract, including the attachments listed in paragraph 1, above, contains the entire Agreement between the parties. Any changes or modifications must be in writing and signed by both parties. No waiver of any right constitutes a continuing waiver. If any of the provisions of this Agreement are held to be invalid, the other provisions shall remain in effect and will be binding on the parties.

We appreciate this opportunity to be of service to you. Please feel free to contact me at **(650) 569-4020** regarding any questions you may have concerning this proposal.

Proposed By

*Glen Koutz*

Glen Koutz, ProTech Consulting & Engineering

Accepted By

(Signature)

(Print Name)

(Title)

(Company)

## SURVEY PROPOSAL

### LIMITED SELECTIVE PRE-RENOVATION SURVEY & EVALUATION

- Asbestos Containing Materials (ACM) •
- Lead-Based Paint (LBP) •

**April 24, 2023**

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

**PROPOSAL No.:** 2500-23gk

**VIA EMAIL:** bsavidge@ssfusd.org

**PAGES:** 05

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| PROJECT             | <b>Martin Elementary School</b><br>35 School St.<br>South San Francisco, California                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>HVAC Upgrade Project</b> |
| SERVICE AREAS       | <p>Consulting services are limited at the direction of the client to selective areas/materials expected to be impacted during planned renovation work. Service areas are limited to the following:</p> <div style="background-color: #d9ead3; padding: 5px;"> <b>Multi Use Room (MUR)</b> <ul style="list-style-type: none"> <li>- Gut mechanical room (G03)</li> <li>- Interior North wall (rear stage area)</li> </ul> </div> <div style="background-color: #d9ead3; padding: 5px;"> <b>Building A</b> <ul style="list-style-type: none"> <li>- Roofing</li> <li>- Remove all classroom furnaces</li> <li>- Interior walls and ceilings throughout</li> <li>- Exterior North wall</li> </ul> </div> <div style="background-color: #d9ead3; padding: 5px;"> <b>Administration Building</b> <ul style="list-style-type: none"> <li>- Roofing</li> <li>- Exterior North wall</li> <li>- Exterior concrete walkway at Northwest corner of building adjacent to room E01</li> <li>- Interior walls and ceilings throughout</li> </ul> </div> <p><i>Note: Scope limitations will not allow for comprehensive characterization of all possible suspect materials at the project.</i></p> |                             |
| PROJECT DESCRIPTION | <p>ProTech will conduct limited (non-comprehensive) environmental consulting services to assess conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP).</p> <p>Consulting services have been requested to obtain regulatory compliance data prior to renovation of the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |

## PROPOSAL

It is agreed that ProTech will conduct limited environmental consulting services at the subject project. The scope-of-work and associated limitations proposed herein have being requested by the client for client's specific needs and use. This agreement is limited to the specific items, tasks, and analytes described herein. No other services are intended or implied.

## SCOPE OF WORK

ProTech's environmental consulting services will be limited to areas and materials visibly accessible through reasonable means. Except for minor disturbance due to sampling, destructive methods and/or demolition of building components will **not** be employed to discover hidden, inaccessible, or subsurface conditions.

ProTech proposes to provide labor, materials, and services to evaluate areas expected to be impacted during planned renovation as follows:

### Asbestos-Containing Material (ACM) Survey

- **Conduct a Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect asbestos-containing materials (ACM).
- **Asbestos Sample Collection:**  
Collect representative suspect asbestos samples for subsequent laboratory analysis to confirm or rebut the presence of ACM.
- **Asbestos Assessment:**  
Assess the friability and abatement classification of identified ACM.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for asbestos analysis by polarized light microscopy (PLM).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

### Lead-Based Paint (PBP) Survey

- **Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect lead-based paint (LBP) associated with major building components.
- **XRF Surface Testing:**  
Test coatings (i.e. paint, varnish, gazing) on representative surfaces to screen for the presence of lead-based paint on major building components. Testing will be performed using a calibrated X-ray fluorescence analyzer (XRF).
- **Confirmation Paint Chip Sampling:**  
If indicated, collect representative (confirmational) paint chip samples to assess lead levels on surfaces that yield low XRF readings. Contractors may need to obtain additional paint chips depending on their individual scope of work.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for lead analysis by atomic absorption spectroscopy (AAS).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

*Note: If certain levels of lead are detected ( $\geq 1,000$  ppm), waste-stream characterized will be required to profile demolition debris prior to disposal.*

## PROJECT LIMITATIONS

- ProTech accepts no liability for minor aesthetic damage to architectural finishes or structural damage due to sampling.
- Every effort will be made to identify suspect asbestos-containing building materials without disturbing or disrupting the normal business operations of the tenant occupants and their patrons. ProTech will make

every effort to be thorough and comprehensive without conspicuously intruding on normal business activities. However, due to these limitations, ProTech cannot guarantee that all hazards will be identified.

- ProTech's report will not be intended as a hazard assessment for persons or contractors performing work on the site. Each person, contractor, and/or employer who performs work on the project will need to assess their potential exposure to hazards and evaluate regulatory compliance associated with their particular scope of work.
- ProTech does not provide expert **roof patching** services. We strongly urge the Client to hire a licensed roofing contractor to patch and repair our sample locations. ProTech is not responsible for possible future roof leaks.
- ProTech's lead survey will not be intended to assess lead exposure risks to personnel who will be performing future work on the site. The intent of the lead survey data will be to:
  - a. Notify contractors/employers who bid and/or perform future work on the site regarding the presence of lead.
  - b. Provide initial data to assist contractors/employers assess potential exposure risks their employees.
  - c. Provide initial data to assist contractors/employers in their preparation to comply with Cal OSHA lead standards.

### CLIENT PROVISIONS

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Roof access
- Parking

### COMPENSATION

It is proposed that the fee for the performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

| Category                                                                                | Unit Type | Unit Count | Unit Fee   | Total              |
|-----------------------------------------------------------------------------------------|-----------|------------|------------|--------------------|
| <b>PROFESSIONAL SERVICES</b>                                                            |           |            |            |                    |
| Site survey, data collection, field documentation, sample collection, sample processing | Service   | 1          | \$4,320.00 | \$4,320.00         |
| Report – data compilation, report draft, review                                         | Hour      | 8          | \$85.00    | \$680.00           |
| Project management, data review, technical report, and report certification             | Hour      | 8          | \$185.00   | \$1,480.00         |
| <b>PS Total</b>                                                                         |           |            |            | <b>\$6,480.00</b>  |
| <b>LABORATORY/ANALYTICAL</b>                                                            |           |            |            |                    |
| Asbestos bulk - Polarized light microscopy (PLM) – EPA 600/R-93-116                     | Sample    | 130        | \$25.00    | \$3,250.00         |
| Lead - X-ray fluorescence (XRF) analyzer                                                | Item      | 2          | \$850.00   | \$1,700.00         |
| Lead bulk - Atomic absorption spectroscopy (AAS)                                        | Sample    | 15         | \$30.00    | \$450.00           |
| <b>Lab Total</b>                                                                        |           |            |            | <b>\$5,400.00</b>  |
| <b>Fee Total</b>                                                                        |           |            |            | <b>\$11,880.00</b> |

### FEE NOTES

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard schedule.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.

- Some materials may yield a result of < (less than) 1% asbestos. These results must be confirmed by a more accurate method to treat the materials as <1% asbestos. Sometimes (not always) there is an economic advantage to confirming the <1% conclusion. If desired by the client, the fee for <1% confirmational analysis will be as follows:

| Asbestos - Follow-up Laboratory Analysis           |             |          |
|----------------------------------------------------|-------------|----------|
| Analysis Type                                      | Unit        | Unit Fee |
| PLM 400 point count (confirm <1%) – 48 hour TAT    | Each Sample | \$175.00 |
| PLM 1000 point count (confirm <0.1%) – 48 hour TAT | Each Sample | \$220.00 |

*Note: Samples are discarded after 30 days. If point count analysis is requested after sample disposal, additional samples will need to be collected at additional cost.*

## TERMS & CONDITIONS

**1. Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.

**2. Scope of Service:** ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.

### 3. Insurance

Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverages and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

| Optional Insurance Coverage |                                                                       |                |
|-----------------------------|-----------------------------------------------------------------------|----------------|
| <b>Optional</b>             | Additional Insurance Endorsement form CG20101185 (or it's equivalent) | Bid on request |
| <b>Optional</b>             | Waiver of Subrogation                                                 | Bid on request |

**4. Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Client's obligation of prompt payment will not be deemed as a waiver of this provision.

**5. Standard of Care:** Consultant agrees to provide technical and professional analysis regarding the presence of specified contaminants at the test site, to use professional judgment and perform services using that degree of care and skill ordinarily exercised by reputable testing consultants under similar circumstances practicing in the Northern California area in respect to testing for the subject contaminant. No warranty, express or implied, of fitness is made or intended in connection with the work to be performed or by the furnishing of any oral or written reports by the Consultant other than for the express purpose indicated in Consultant's reports.

**6. Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.

**7. Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

**8. Problems with Accessibility:** In the event the job site and areas to be observed are not freely and readily accessible to Consultant's personnel and equipment because of obstruction or circumstances beyond the control of Consultant, Consultant may withdraw from this contract and be released from all further obligations. In such event, if work has already commenced, Consultant shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the job to date of withdrawal.

**9. Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.

**10. Limitation of Liability & Indemnification:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$250.00 for any time ProTech personnel are required to appear for depositions or court proceeding as a witness and/or defendant in any legal action related to this project.

**11. Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.

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Proposed By

*Glen Koutz*

Glen Koutz, ProTech Consulting & Engineering

Accepted By

(Signature)

(Print Name)

(Title)

(Company)

## SURVEY PROPOSAL

### LIMITED SELECTIVE PRE-RENOVATION SURVEY & EVALUATION

- Asbestos Containing Materials (ACM) •
- Lead-Based Paint (LBP) •

**April 24, 2023**

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

**PROPOSAL No.:** 2503-23gk

**VIA EMAIL:** bsavidge@ssfusd.org

**PAGES:** 05

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| PROJECT             | <b>Parkway Heights Middle School</b><br>650 Sunset Ave.<br>South San Francisco, California                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>HVAC Upgrade Project</b> |
| SERVICE AREAS       | <p>Consulting services are limited at the direction of the client to selective areas/materials expected to be impacted during planned renovation work. Service areas are limited to the following:</p> <div style="background-color: #d9ead3; padding: 5px;"> <p><b>Administration Building</b></p> <ul style="list-style-type: none"> <li>- Remove all existing HVAC equipment including furnaces</li> <li>- Interior walls and ceilings throughout</li> <li>- Removal of windows in rooms B6 and B16 to accommodate new louvers</li> <li>- Roofing</li> </ul> </div> <p><i>Note: Scope limitations will not allow for comprehensive characterization of all possible suspect materials at the project.</i></p> |                             |
| PROJECT DESCRIPTION | <p>ProTech will conduct limited (non-comprehensive) environmental consulting services to assess conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP).</p> <p>Consulting services have been requested to obtain regulatory compliance data prior to renovation of the project.</p>                                                                                                                                                                                                                                                                                                                                                                                           |                             |

## PROPOSAL

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- **Conduct a Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect asbestos-containing materials (ACM).
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Collect representative suspect asbestos samples for subsequent laboratory analysis to confirm or rebut the presence of ACM.
- **Asbestos Assessment:**  
Assess the friability and abatement classification of identified ACM.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for asbestos analysis by polarized light microscopy (PLM).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

### Lead-Based Paint (PBP) Survey

- **Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect lead-based paint (LBP) associated with major building components.
- **XRF Surface Testing:**  
Test coatings (i.e. paint, varnish, gazing) on representative surfaces to screen for the presence of lead-based paint on major building components. Testing will be performed using a calibrated X-ray fluorescence analyzer (XRF).
- **Confirmation Paint Chip Sampling:**  
If indicated, collect representative (confirmational) paint chip samples to assess lead levels on surfaces that yield low XRF readings. Contractors may need to obtain additional paint chips depending on their individual scope of work.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for lead analysis by atomic absorption spectroscopy (AAS).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

*Note: If certain levels of lead are detected ( $\geq 1,000$  ppm), waste-stream characterized will be required to profile demolition debris prior to disposal.*

### PROJECT LIMITATIONS

- ProTech accepts no liability for minor aesthetic damage to architectural finishes or structural damage due to sampling.
- Every effort will be made to identify suspect asbestos-containing building materials without disturbing or disrupting the normal business operations of the tenant occupants and their patrons. ProTech will make every effort to be thorough and comprehensive without conspicuously intruding on normal business activities. However, due to these limitations, ProTech cannot guarantee that all hazards will be identified.
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## CLIENT PROVISIONS

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Roof access
- Parking

## COMPENSATION

It is proposed that the fee for the performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

| Category                                                                                | Unit Type | Unit Count | Unit Fee   | Total             |
|-----------------------------------------------------------------------------------------|-----------|------------|------------|-------------------|
| <b>PROFESSIONAL SERVICES</b>                                                            |           |            |            |                   |
| Site survey, data collection, field documentation, sample collection, sample processing | Service   | 1          | \$2,880.00 | \$2,880.00        |
| Report – data compilation, report draft, review                                         | Hour      | 6          | \$85.00    | \$510.00          |
| Project management, data review, technical report, and report certification             | Hour      | 6          | \$185.00   | \$1,110.00        |
| <b>PS Total</b>                                                                         |           |            |            | <b>\$4,500.00</b> |
| <b>LABORATORY/ANALYTICAL</b>                                                            |           |            |            |                   |
| Asbestos bulk - Polarized light microscopy (PLM) – EPA 600/R-93-116                     | Sample    | 50         | \$25.00    | \$1,250.00        |
| Lead - X-ray fluorescence (XRF) analyzer                                                | Item      | 1          | \$850.00   | \$850.00          |
| Lead bulk - Atomic absorption spectroscopy (AAS)                                        | Sample    | 10         | \$30.00    | \$300.00          |
| <b>Lab Total</b>                                                                        |           |            |            | <b>\$2,400.00</b> |
| <b>Fee Total</b>                                                                        |           |            |            | <b>\$6,900.00</b> |

## FEE NOTES

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard schedule.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.
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| Asbestos - Follow-up Laboratory Analysis           |             |          |
|----------------------------------------------------|-------------|----------|
| Analysis Type                                      | Unit        | Unit Fee |
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*Note: Samples are discarded after 30 days. If point count analysis is requested after sample disposal, additional samples will need to be collected at additional cost.*

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**1. Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.

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Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverages and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

| Optional Insurance Coverage |                                                                       |                |
|-----------------------------|-----------------------------------------------------------------------|----------------|
| <b>Optional</b>             | Additional Insurance Endorsement form CG20101185 (or it's equivalent) | Bid on request |
| <b>Optional</b>             | Waiver of Subrogation                                                 | Bid on request |

**4. Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Clients obligation of prompt payment will not be deemed as a waiver of this provision.

**5. Standard of Care:** Consultant agrees to provide technical and professional analysis regarding the presence of specified contaminants at the test site, to use professional judgment and perform services using that degree of care and skill ordinarily exercised by reputable testing consultants under similar circumstances practicing in the Northern California area in respect to testing for the subject contaminant. No warranty, express or implied, of fitness is made or intended in connection with the work to be performed or by the furnishing of any oral or written reports by the Consultant other than for the express purpose indicated in Consultant's reports.

**6. Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.

**7. Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements

or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

**8. Problems with Accessibility:** In the event the job site and areas to be observed are not freely and readily accessible to Consultant's personnel and equipment because of obstruction or circumstances beyond the control of Consultant, Consultant may withdraw from this contract and be released from all further obligations. In such event, if work has already commenced, Consultant shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the job to date of withdrawal.

**9. Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.

**10. Limitation of Liability & Indemnification:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$250.00 for any time ProTech personnel are required to appear for depositions or court proceeding as a witness and/or defendant in any legal action related to this project.

**11. Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.

**12. Governing Law:** This contract shall be governed by the laws of the State of California.

**13. Entire Agreement:** This contract, including the attachments listed in paragraph 1, above, contains the entire Agreement between the parties. Any changes or modifications must be in writing and signed by both parties. No waiver of any right constitutes a continuing waiver. If any of the provisions of this Agreement are held to be invalid, the other provisions shall remain in effect and will be binding on the parties.

We appreciate this opportunity to be of service to you. Please feel free to contact me at (650) 569-4020 regarding any questions you may have concerning this proposal.

Proposed By

*Glen Koutz*

Glen Koutz, ProTech Consulting & Engineering

Accepted By

(Signature)

(Print Name)

(Title)

(Company)

## SURVEY PROPOSAL

### LIMITED SELECTIVE PRE-RENOVATION SURVEY & EVALUATION

- Asbestos Containing Materials (ACM) •
- Lead-Based Paint (LBP) •

**April 24, 2023**

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

**PROPOSAL No.:** 2501-23gk

**VIA EMAIL:** bsavidge@ssfusd.org

**PAGES:** 05

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| PROJECT             | <b>Spruce Elementary School</b><br>501 Spruce Avenue<br>South San Francisco, California                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | HVAC Upgrade Project |
| SERVICE AREAS       | Consulting services are limited at the direction of the client to selective areas/materials expected to be impacted during planned renovation work. Service areas are limited to the following:<br><div style="background-color: #d9ead3; padding: 5px; margin-top: 10px;"> <b>Gymnasium Building</b> <ul style="list-style-type: none"> <li>- Exterior north wall and windows</li> <li>- Gable roof areas (pitched roofs)</li> <li>- Exterior north hardscape</li> <li>- Interior north wall and windows</li> <li>- Interior wood ceiling deck and beams</li> </ul> </div> <p><i>Note: Scope limitations will not allow for comprehensive characterization of all possible suspect materials at the project.</i></p> |                      |
| PROJECT DESCRIPTION | ProTech will conduct limited (non-comprehensive) environmental consulting services to assess conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP).<br>Consulting services have been requested to obtain regulatory compliance data prior to renovation of the project.                                                                                                                                                                                                                                                                                                                                                                                                           |                      |

### PROPOSAL

It is agreed that ProTech will conduct limited environmental consulting services at the subject project. The scope-of-work and associated limitations proposed herein have being requested by the client for client's specific needs and use. This agreement is limited to the specific items, tasks, and analytes described herein. No other services are intended or implied.

### SCOPE OF WORK

ProTech's environmental consulting services will be limited to areas and materials visibly accessible through reasonable means. Except for minor disturbance due to sampling, destructive methods and/or demolition of building components will **not** be employed to discover hidden, inaccessible, or subsurface conditions.

ProTech proposes to provide labor, materials, and services to evaluate areas expected to be impacted during planned renovation as follows:

### Asbestos-Containing Material (ACM) Survey

- **Conduct a Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect asbestos-containing materials (ACM).
- **Asbestos Sample Collection:**  
Collect representative suspect asbestos samples for subsequent laboratory analysis to confirm or rebut the presence of ACM.
- **Asbestos Assessment:**  
Assess the friability and abatement classification of identified ACM.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for asbestos analysis by polarized light microscopy (PLM).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

### Lead-Based Paint (PBP) Survey

- **Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect lead-based paint (LBP) associated with major building components.
- **XRF Surface Testing:**  
Test coatings (i.e. paint, varnish, gazing) on representative surfaces to screen for the presence of lead-based paint on major building components. Testing will be performed using a calibrated X-ray fluorescence analyzer (XRF).
- **Confirmation Paint Chip Sampling:**  
If indicated, collect representative (confirmational) paint chip samples to assess lead levels on surfaces that yield low XRF readings. Contractors may need to obtain additional paint chips depending on their individual scope of work.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for lead analysis by atomic absorption spectroscopy (AAS).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

*Note: If certain levels of lead are detected ( $\geq 1,000$  ppm), waste-stream characterized will be required to profile demolition debris prior to disposal.*

### PROJECT LIMITATIONS

- ProTech accepts no liability for minor aesthetic damage to architectural finishes or structural damage due to sampling.
- Every effort will be made to identify suspect asbestos-containing building materials without disturbing or disrupting the normal business operations of the tenant occupants and their patrons. ProTech will make every effort to be thorough and comprehensive without conspicuously intruding on normal business activities. However, due to these limitations, ProTech cannot guarantee that all hazards will be identified.
- ProTech's report will not be intended as a hazard assessment for persons or contractors performing work on the site. Each person, contractor, and/or employer who performs work on the project will need to assess their potential exposure to hazards and evaluate regulatory compliance associated with their particular scope of work.

- ProTech does not provide expert **roof patching** services. We strongly urge the Client to hire a licensed roofing contractor to patch and repair our sample locations. ProTech is not responsible for possible future roof leaks.
- ProTech's lead survey will not be intended to assess lead exposure risks to personnel who will be performing future work on the site. The intent of the lead survey data will be to:
  - a. Notify contractors/employers who bid and/or perform future work on the site regarding the presence of lead.
  - b. Provide initial data to assist contractors/employers assess potential exposure risks their employees.
  - c. Provide initial data to assist contractors/employers in their preparation to comply with Cal OSHA lead standards.

## CLIENT PROVISIONS

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Roof access
- Parking

## COMPENSATION

It is proposed that the fee for the performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

| Category                                                                                | Unit Type | Unit Count | Unit Fee         | Total             |
|-----------------------------------------------------------------------------------------|-----------|------------|------------------|-------------------|
| <b>PROFESSIONAL SERVICES</b>                                                            |           |            |                  |                   |
| Site survey, data collection, field documentation, sample collection, sample processing | Service   | 1          | \$2,880.00       | \$2,880.00        |
| Report – data compilation, report draft, review                                         | Hour      | 6          | \$85.00          | \$510.00          |
| Project management, data review, technical report, and report certification             | Hour      | 6          | \$185.00         | \$1,110.00        |
|                                                                                         |           |            | <b>PS Total</b>  | <b>\$4,500.00</b> |
| <b>LABORATORY/ANALYTICAL</b>                                                            |           |            |                  |                   |
| Asbestos bulk - Polarized light microscopy (PLM) – EPA 600/R-93-116                     | Sample    | 55         | \$25.00          | \$1,375.00        |
| Lead - X-ray fluorescence (XRF) analyzer                                                | Item      | 1          | \$850.00         | \$850.00          |
| Lead bulk - Atomic absorption spectroscopy (AAS)                                        | Sample    | 10         | \$30.00          | \$300.00          |
|                                                                                         |           |            | <b>Lab Total</b> | <b>\$2,525.00</b> |
|                                                                                         |           |            | <b>Fee Total</b> | <b>\$7,025.00</b> |

## FEE NOTES

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard schedule.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.
- Some materials may yield a result of < (less than) 1% asbestos. These results must be confirmed by a more accurate method to treat the materials as <1% asbestos. Sometimes (not always) there is an economic advantage to confirming the <1% conclusion. If desired by the client, the fee for <1% confirmational analysis will be as follows:

| Asbestos - Follow-up Laboratory Analysis           |             |          |
|----------------------------------------------------|-------------|----------|
| Analysis Type                                      | Unit        | Unit Fee |
| PLM 400 point count (confirm <1%) – 48 hour TAT    | Each Sample | \$175.00 |
| PLM 1000 point count (confirm <0.1%) – 48 hour TAT | Each Sample | \$220.00 |

*Note: Samples are discarded after 30 days. If point count analysis is requested after sample disposal, additional samples will need to be collected at additional cost.*

## TERMS & CONDITIONS

**1. Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.

**2. Scope of Service:** ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.

### 3. Insurance

Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverages and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

| Optional Insurance Coverage |                                                                       |                |
|-----------------------------|-----------------------------------------------------------------------|----------------|
| <b>Optional</b>             | Additional Insurance Endorsement form CG20101185 (or it's equivalent) | Bid on request |
| <b>Optional</b>             | Waiver of Subrogation                                                 | Bid on request |

**4. Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Clients obligation of prompt payment will not be deemed as a waiver of this provision.

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**6. Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.

**7. Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements

or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

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**9. Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.

**10. Limitation of Liability & Indemnification:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$250.00 for any time ProTech personnel are required to appear for depositions or court proceeding as a witness and/or defendant in any legal action related to this project.

**11. Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.

**12. Governing Law:** This contract shall be governed by the laws of the State of California.

**13. Entire Agreement:** This contract, including the attachments listed in paragraph 1, above, contains the entire Agreement between the parties. Any changes or modifications must be in writing and signed by both parties. No waiver of any right constitutes a continuing waiver. If any of the provisions of this Agreement are held to be invalid, the other provisions shall remain in effect and will be binding on the parties.

We appreciate this opportunity to be of service to you. Please feel free to contact me at (650) 569-4020 regarding any questions you may have concerning this proposal.

Proposed By

*Glen Koutz*

Glen Koutz, ProTech Consulting & Engineering

Accepted By

(Signature)

(Print Name)

(Title)

(Company)

## SURVEY PROPOSAL

### LIMITED SELECTIVE PRE-RENOVATION SURVEY & EVALUATION

- Asbestos Containing Materials (ACM) •
- Lead-Based Paint (LBP) •

**April 24, 2023**

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

**PROPOSAL NO.:** 2504-23gk

**VIA EMAIL:** bsavidge@ssfusd.org

**PAGES:** 05

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| PROJECT             | <b>Baden High School</b><br>825 South Dr.<br>South San Francisco, California                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>HVAC Upgrade Project</b> |
| SERVICE AREAS       | Consulting services are limited at the direction of the client to selective areas/materials expected to be impacted during planned renovation work. Service areas are limited to the following:<br><div style="background-color: #d9ead3; padding: 5px;"> <b>Room Building 28</b> </div> <ul style="list-style-type: none"> <li>- Roofing</li> <li>- Interior ceiling</li> </ul> <p><i>Note: Scope limitations will not allow for comprehensive characterization of all possible suspect materials at the project.</i></p> |                             |
| PROJECT DESCRIPTION | ProTech will conduct limited (non-comprehensive) environmental consulting services to assess conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP).<br>Consulting services have been requested to obtain regulatory compliance data prior to renovation of the project.                                                                                                                                                                                                                |                             |

## PROPOSAL

It is agreed that ProTech will conduct limited environmental consulting services at the subject project. The scope-of-work and associated limitations proposed herein have being requested by the client for client's specific needs and use. This agreement is limited to the specific items, tasks, and analytes described herein. No other services are intended or implied.

## SCOPE OF WORK

ProTech's environmental consulting services will be limited to areas and materials visibly accessible through reasonable means. Except for minor disturbance due to sampling, destructive methods and/or demolition of building components will **not** be employed to discover hidden, inaccessible, or subsurface conditions.

ProTech proposes to provide labor, materials, and services to evaluate areas expected to be impacted during planned renovation as follows:

### Asbestos-Containing Material (ACM) Survey

- **Conduct a Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect asbestos-containing materials (ACM).
- **Asbestos Sample Collection:**  
Collect representative suspect asbestos samples for subsequent laboratory analysis to confirm or rebut the presence of ACM.
- **Asbestos Assessment:**  
Assess the friability and abatement classification of identified ACM.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for asbestos analysis by polarized light microscopy (PLM).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

### Lead-Based Paint (PBP) Survey

- **Visual Assessment:**  
Perform a visual survey of the project to identify, document, and assess suspect lead-based paint (LBP) associated with major building components.
- **XRF Surface Testing:**  
Test coatings (i.e. paint, varnish, gazing) on representative surfaces to screen for the presence of lead-based paint on major building components. Testing will be performed using a calibrated X-ray fluorescence analyzer (XRF).
- **Confirmation Paint Chip Sampling:**  
If indicated, collect representative (confirmational) paint chip samples to assess lead levels on surfaces that yield low XRF readings. Contractors may need to obtain additional paint chips depending on their individual scope of work.
- **Laboratory Analysis:**  
Submit samples to a certified laboratory for lead analysis by atomic absorption spectroscopy (AAS).
- **Final Report:**  
Prepare and deliver a final written report presenting an evaluation and assessment of the data.

*Note: If certain levels of lead are detected ( $\geq 1,000$  ppm), waste-stream characterized will be required to profile demolition debris prior to disposal.*

### PROJECT LIMITATIONS

- ProTech accepts no liability for minor aesthetic damage to architectural finishes or structural damage due to sampling.
- Every effort will be made to identify suspect asbestos-containing building materials without disturbing or disrupting the normal business operations of the tenant occupants and their patrons. ProTech will make every effort to be thorough and comprehensive without conspicuously intruding on normal business activities. However, due to these limitations, ProTech cannot guarantee that all hazards will be identified.
- ProTech's report will not be intended as a hazard assessment for persons or contractors performing work on the site. Each person, contractor, and/or employer who performs work on the project will need to assess their potential exposure to hazards and evaluate regulatory compliance associated with their particular scope of work.

- ProTech does not provide expert **roof patching** services. We strongly urge the Client to hire a licensed roofing contractor to patch and repair our sample locations. ProTech is not responsible for possible future roof leaks.
- ProTech's lead survey will not be intended to assess lead exposure risks to personnel who will be performing future work on the site. The intent of the lead survey data will be to:
  - a. Notify contractors/employers who bid and/or perform future work on the site regarding the presence of lead.
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  - c. Provide initial data to assist contractors/employers in their preparation to comply with Cal OSHA lead standards.

## CLIENT PROVISIONS

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Roof access
- Parking

## COMPENSATION

It is proposed that the fee for the performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

| Category                                                                                | Unit Type | Unit Count | Unit Fee | Total             |
|-----------------------------------------------------------------------------------------|-----------|------------|----------|-------------------|
| <b>PROFESSIONAL SERVICES</b>                                                            |           |            |          |                   |
| Site survey, data collection, field documentation, sample collection, sample processing | Service   | 1          | \$960.00 | \$960.00          |
| Report – data compilation, report draft, review                                         | Hour      | 6          | \$85.00  | \$510.00          |
| Project management, data review, technical report, and report certification             | Hour      | 4          | \$185.00 | \$740.00          |
| <b>PS Total</b>                                                                         |           |            |          | <b>\$2,210.00</b> |
| <b>LABORATORY/ANALYTICAL</b>                                                            |           |            |          |                   |
| Asbestos bulk - Polarized light microscopy (PLM) – EPA 600/R-93-116                     | Sample    | 35         | \$25.00  | \$875.00          |
| Lead - X-ray fluorescence (XRF) analyzer                                                | Item      | 1          | \$850.00 | \$850.00          |
| Lead bulk - Atomic absorption spectroscopy (AAS)                                        | Sample    | 3          | \$30.00  | \$150.00          |
| <b>Lab Total</b>                                                                        |           |            |          | <b>\$1,875.00</b> |
| <b>Fee Total</b>                                                                        |           |            |          | <b>\$4,085.00</b> |

## FEE NOTES

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard schedule.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.
- Some materials may yield a result of < (less than) 1% asbestos. These results must be confirmed by a more accurate method to treat the materials as <1% asbestos. Sometimes (not always) there is an economic advantage to confirming the <1% conclusion. If desired by the client, the fee for <1% confirmational analysis will be as follows:

| Asbestos - Follow-up Laboratory Analysis           |             |          |
|----------------------------------------------------|-------------|----------|
| Analysis Type                                      | Unit        | Unit Fee |
| PLM 400 point count (confirm <1%) – 48 hour TAT    | Each Sample | \$175.00 |
| PLM 1000 point count (confirm <0.1%) – 48 hour TAT | Each Sample | \$220.00 |

*Note: Samples are discarded after 30 days. If point count analysis is requested after sample disposal, additional samples will need to be collected at additional cost.*

## TERMS & CONDITIONS

**1. Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.

**2. Scope of Service:** ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.

### 3. Insurance

Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverages and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

| Optional Insurance Coverage |                                                                       |                |
|-----------------------------|-----------------------------------------------------------------------|----------------|
| <b>Optional</b>             | Additional Insurance Endorsement form CG20101185 (or it's equivalent) | Bid on request |
| <b>Optional</b>             | Waiver of Subrogation                                                 | Bid on request |

**4. Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Clients obligation of prompt payment will not be deemed as a waiver of this provision.

**5. Standard of Care:** Consultant agrees to provide technical and professional analysis regarding the presence of specified contaminants at the test site, to use professional judgment and perform services using that degree of care and skill ordinarily exercised by reputable testing consultants under similar circumstances practicing in the Northern California area in respect to testing for the subject contaminant. No warranty, express or implied, of fitness is made or intended in connection with the work to be performed or by the furnishing of any oral or written reports by the Consultant other than for the express purpose indicated in Consultant's reports.

**6. Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.

**7. Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements

or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

**8. Problems with Accessibility:** In the event the job site and areas to be observed are not freely and readily accessible to Consultant's personnel and equipment because of obstruction or circumstances beyond the control of Consultant, Consultant may withdraw from this contract and be released from all further obligations. In such event, if work has already commenced, Consultant shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the job to date of withdrawal.

**9. Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.

**10. Limitation of Liability & Indemnification:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$250.00 for any time ProTech personnel are required to appear for depositions or court proceeding as a witness and/or defendant in any legal action related to this project.

**11. Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.

**12. Governing Law:** This contract shall be governed by the laws of the State of California.

**13. Entire Agreement:** This contract, including the attachments listed in paragraph 1, above, contains the entire Agreement between the parties. Any changes or modifications must be in writing and signed by both parties. No waiver of any right constitutes a continuing waiver. If any of the provisions of this Agreement are held to be invalid, the other provisions shall remain in effect and will be binding on the parties.

We appreciate this opportunity to be of service to you. Please feel free to contact me at (650) 569-4020 regarding any questions you may have concerning this proposal.

Proposed By

*Glen Koutz*

Glen Koutz, ProTech Consulting & Engineering

Accepted By

(Signature)

(Print Name)

(Title)

(Company)

# **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

## **Memorandum**

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Ted O, Assistant Superintendent - Business Services  
Wazi Chowdhury – Director of Facilities and Safety

**DATE:** May 11, 2023

**RE:** Approval of Professional Services Agreement with Studio Perez for Architectural and Engineering Services on the Installation of Electric Vehicle Charging Stations at the District Office

---

### **BACKGROUND:**

The South San Francisco Unified School District is acquiring the services of Studio Perez to provide architectural and engineering services on the installation of Electrical Vehicle (EV) Charging Stations at the District Office. This project requires DSA review and approval from two divisions: Accessibility (for parking), and Fire Life Safety (for electrical hookup).

The scope of services includes schematic design, construction documents, DSA submission/approval, bidding, construction administration, and close out.

### **FISCAL IMPLICATIONS:**

The cost of the services is **\$33,630**. This will be paid from the Facilities Fund 40.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the proposal from Studio Perez for architectural and engineering services to install electric vehicle charging stations at the District Office.



April 27, 2023

Wazi Chowdhury, RA, LEED AP  
Director of Facilities/ Safety  
South San Francisco Unified School District  
398 B Street  
South San Francisco, CA  
94080

Re: Proposal for AE Services for SSFUSD EV Charging Stations Project

Dear Wazi,

Studio Perez is pleased to submit this proposal for providing Architectural/Engineering services for adding EV Charging Stations at Administrative Facilities & Corp Yard. The project scope of work is to add four EV charging stations at the parking aisles near the SSFUSD District Office. One EV station will be placed at new accessible parking and the balance of EV stations will be distributed at for every two spaces beyond the accessible parking spaces. Some restriping of the existing spaces will be required to accommodate the new accessible parking spaces and aisle, and EV stations. EdesignC Inc. will provide electrical engineering services. The project will require DSA review for FLS and ACS according to DSA intake.

Best regards,



Daniel Perez, AIA  
LEED AP

encl. SSUSFD EV Station Project proposed architectural and engineering services.



## PROJECT SCOPE DESCRIPTION

The project scope of work is to add four EV charging stations at the parking aisles near the SSFUSD District Office. One EV station will be placed at new accessible parking and the balance of EV stations will be distributed at for every two spaces beyond the accessible parking spaces. Some restriping of the existing spaces will be required to accommodate the new accessible parking spaces and aisle, and EV stations. EdesignC Inc. will provide electrical engineering services. The project will require DSA review for FLS and ACS.

### Summary of Estimated Fees

| Schematic Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Rate                                                                                                  | Fee        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------------|
| Task 1: Meeting with SSFUSD to confirm project scope and information. Review District guidelines.<br>Task 2: Site meeting, field verification of existing site conditions.<br>Task 3: Prepare AutoCAD base drawings for project team use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Principal – 6hrs x \$225<br>Drafting - 8hrs x \$110                                                   | \$2,230.00 |
| DD/Construction Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                       |            |
| Task 1: Meetings with SSFUSD to review and coordinate development of design and documentation. Conduct site visit(s) as needed for field verification.<br>Task 2: Develop drawings – demo and proposed site plans, parking count, develop accessible path of travel, and details.<br>Task 3: Coordinate with SSFUSD & Electrical for location of EV units.<br>Task 4: CD phase – Develop details, title sheet, site plan, general notes and all drawings required for permit submittal. Coordinate with electrical.<br>Task 5: Prepare technical specifications for project. Incorporation SSFUSD front end specifications<br>Task 6: Review final construction documents with SSFUSD. Address review comments. | Principal - 4hrs x \$225<br>PM – 8hrs x \$200<br>Drafting - 40hrs x \$110                             | \$6,900.00 |
| DSA Plan Review and Approval, Bidding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                       |            |
| Task 1: Prepare drawings for DSA review and approval.<br>Task 2: Schedule and attend DSA over the counter ACS, and FLS plan review.<br>Task 3: Respond to DSA review comments.<br>Task 4: Attend pre-bid meeting.<br>Task 5: Review bids with SSFUSD.                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Principal – 6hrs x \$225<br>PM – 8hrs x \$200                                                         | \$2,950.00 |
| Construction Administration<br>Task 1: Prepare DSA forms for project start of construction. Attend preconstruction meeting, review construction schedule.<br>Task 2: Attend weekly site meetings. A total of four meetings, conduct site observation during construction for design conformance.<br>Task 3: Review shop drawings and submittals, answer RFI's, and prepare clarifications.<br>Task 4: Prepare and complete punch list and project closeout<br>Task 5: Prepare and submit DSA forms required for project closeout.                                                                                                                                                                               | Principal – 10hrs x \$225<br>PM - 10hrs x \$200<br>Based on one month estimated construction schedule | \$4,450.00 |



|                                                                |  |                    |
|----------------------------------------------------------------|--|--------------------|
| Total Architectural Fees (SD, DD/CD, DSA Review and CA phases. |  | \$16,530.00        |
| Total Electrical Engineer Fees (see enclosed proposal)         |  | \$17,100.00        |
| <b>Total A/E Fees</b>                                          |  | <b>\$33,630.00</b> |

**ASSUMPTIONS AND EXCLUSIONS:**

1. Additional consultants such as hazmat and Civil Engineer will be at the owner's expense.
2. Cost estimation is excluded.
3. In the event that the construction cost estimate or bids exceeds the client's budget, any redesign service to lower the construction cost after the start of the Construction Documents Phase will be considered as additional service.
4. Presentations and presentation materials other than those listed above in the scope of work are excluded.
5. Meetings to be conducted at SSFUSD offices or virtually or by phone conference. Site visits and meeting can take place on site with advanced notice.

**BILLING:**

The project will be billed on a time and materials basis. Invoices are sent out via e-mail as a PDF on the 1st of the month unless alternative method is discussed. Payment is due within 30 days of invoice. Invoices unpaid over 30 days will accrue interest at the rate of 1.5% per month (18% per year).

**REIMBURSABLE EXPENSES:**

Expenses to be passed through to owner include but are not limited to:

Reprographics costs - Billed at cost + 10%

Copies - Color 8.5 x 11 - \$0.75, 11 x 17 - \$1.50, B&W 8.5 x 11 - \$0.10, 11 x 17 - \$0.20

This proposal and the billing rates and hours assigned to the specified tasks are valid for 30 days from the date of this proposal.

**APPROVAL SIGNATURES:**

Wazi Chowdhury, RA, LEED AP  
Director of Facilities/ Safety  
South San Francisco Unified School District  
398 B Street  
South San Francisco, CA 94080

Date:

Daniel Perez, AIA, LEED AP  
Principal  
Studio Perez  
2339 3<sup>rd</sup> Street, Suite 43  
San Francisco, CA 94107

DATE: April 27, 2023



## 2023 HOURLY BILLING RATES

| DISCIPLINE                | HOURLY RATE |
|---------------------------|-------------|
| PRINCIPAL                 | \$225.00    |
| PROJECT MANAGER           | \$200.00    |
| PROJECT ARCHITECT         | \$182.00    |
| JOB CAPTAIN/PLAN REVIEWER | \$150.00    |
| CAD/DESIGNER              | \$110.00    |
| ADMINISTRATIVE            | \$90.00     |

## ADDITIONAL EXPENSES:

Expenses to be passed through to owner include but are not limited to:

Reprographics costs - Billed at cost + 10%

Renderings if required - Billed at cost + 10%

Subcontractors/Consultants - Billed at cost + 10%

Travel expenses, Current Federal allowance per mile plus expenses



April 25, 2023

**Revised April 27, 2023**

**Studio Perez**

2325 3<sup>rd</sup> Street, Suite 322  
San Francisco, California 94107  
Telephone: (415) 503-0329  
[dperez@studioperez.com](mailto:dperez@studioperez.com)

**Attention: Daniel Perez, AIA, NOMA LEED AP**

**Subject:** SSFUSD EV Charging Station Electrical Design  
398 B Street South San Francisco 94080

EDesignC, Inc is pleased to provide this engineering design proposal for the SSFUSD EV Charging Stations. Our services will include electrical system design as noted in the scope outline.

**Scope of Work Outline**

Tasks associated with the development of an electrical and low voltage infrastructure package for this project are as follows:

1. Meeting with district to review EV charger levels and types. Currently noted as power managed dual port Level 2 chargers.
2. Site visit to review available panel capacity for serving four (4) EV chargers from Panel T. Review contractor's verification of load readings.
3. EV chargers shall be on concrete pad coordinated with architect for size and locations.
4. Providing an EV charging station for an accessible and van accessible space.
5. Identify trenching required to provide power to four EV Stations and one future space.
6. DSA FLS review and approval as well as EDesignC's attendance at the OTC review.
7. CA support for review of submittals and response to RFIs.
8. Review contractor's commissioning of the chargers.
9. One site punchwalk to close out project.
10. DSA close out forms and as built

**Exclusions**

1. Electrical service upgrade if power is not adequate to serve the loads.
2. Site lighting for accessible egress path.
3. Value Engineering.
4. Renewable energy design for EV chargers.

**Deliverables, Schedule, and Fee Compensation**

Work outside of scope noted above will not be completed without written authorization. Tentative schedule is estimated according to RFP documents provided – delays from city agencies, owner, architect or client may exceed time noted. The noted schedule is based on EDesignC's receipt of a notice to proceed, updates of models and backgrounds.

**Schedule** Project to be constructed in summer of 2023.

May 11, 2023

582 Market Street, Suite 400, San Francisco, CA 94104  
212 9<sup>th</sup> Street, Suite 203, Oakland, CA 94607  
91 Gregory Lane, Suite 3, Pleasant Hill, CA 94523  
Phone 415.963.4303/ [www.EDesignC.com](http://www.EDesignC.com)

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Action



| Deliverables                                             | Fixed Fees          |
|----------------------------------------------------------|---------------------|
| Site report and Schematic design to show basis of design | \$ 4,500.00         |
| DSA submittal set with drawings and specifications       | \$ 5,600.00         |
| Response to DSA comments and final bid set               | \$ 3,000.00         |
| CA Support including bid walk and punch walk             | \$ 4,000.00         |
| <b>Project Total</b>                                     | <b>\$ 17,100.00</b> |

- Outside reproduction fees shall be reimbursed at cost + 10%, unless otherwise noted.
- Invoice progress by the end of each month for work completed on this project or as submittals are completed.
- Payment is due 30 days from the invoice date unless otherwise specified.
- Payments not received by the due date shall bear interest at the rate of 10% per annum.

### Approval

Please indicate your acceptance of this proposal by signing and dating this agreement on the space provided. Return to [rosanna@edesignc.com](mailto:rosanna@edesignc.com), copying [admin@edesignc.com](mailto:admin@edesignc.com) when completed.

A handwritten signature in blue ink, appearing to read 'R L'.

Rosanna Lerma, PE, LEED  
*Principal*  
**EDesignC Incorporated**

4/27/2023

Date

Daniel Perez, AIA, NOMA LEED AP  
*Principal Architect*  
**Studio Perez**

Date

# **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:** May 11, 2023

**RE:** Approval of Citizens' Bond Oversight Committee (CBOC) Bylaws for Measure T

---

### **BACKGROUND:**

SSFUSD successfully passed a Proposition 39 General Obligation Bond at the November 8, 2022 election. Per the requirements of Education Code Section 15278, the District is obligated to establish an Independent Citizens' Bond Oversight Committee (CBOC) in order to satisfy the accountability requirements of Proposition 39.

Staff has updated the CBOC bylaws from the previous bond based on the current bond information. These bylaws define the role of the CBOC members and provide guidance to them in conducting meetings and business.

### **FISCAL IMPLICATIONS:**

N/A

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Citizen's Bond Oversight Committee Bylaws for Measure T.



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
398 B Street, South San Francisco, CA 94080  
Office: (650) 877-8700 | Facsimile: (650) 583-4717  
www.ssfusd.org

## SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE AMENDED AND RESTATED BYLAWS

**Section 1. Committee Established.** The South San Francisco Unified School District (the "District") was successful at the election conducted on November 8, 2022, in obtaining authorization from the District's voters to issue up to \$436,000,000 aggregate principal amount of the District's general obligation bonds, pursuant to a 55% vote. The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq. of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an Independent Citizens' Bond Oversight Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the South San Francisco Unified School District (the "Board") hereby establishes the Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws.

**Section 2. Purposes.** The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the Ralph M. Brown Public Meetings Act of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds."

**Section 3. Committee Duties.** To carry out its stated purposes, the Committee shall perform the following duties:

3.1 Review Expenditures: The Committee shall review quarterly expenditure reports produced by the District to ensure that (a) Bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no Bond proceeds are used for any teacher or administrative salaries or other operating expenses of the District.

3.2 Inform Public: The Committee shall inform the public on the District's expenditures of bond proceeds.

3.3 Annual Report: The Committee shall issue an annual written report of its activities to the board. Each report shall concern events of the preceding fiscal year and shall be distributed within one hundred twenty (120) days of the relevant fiscal year. The Annual Report shall be presented to the Board, in public session and shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.



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3.4 Posting of Documents: All documents received and reports issued by the Committee shall be made available for public viewing on the District's website.

**Section 4. Committee Activities.**

4.1 Authorized Activities: In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

- (a) Receive copies of the District's annual independent performance audit and annual independent financial audit, required Article XIII A of the California Constitution;
- (b) Inspect school site facilities and grounds for which bond proceeds have been or will be expended with permission from the District;
- (c) Review copies of deferred maintenance proposal or plans developed by the District;
- (d) Review the District's efforts to maximize use of Bond proceeds in ways designed to: (1) reduce costs of professional fees or site acquisition; (2) incorporate efficiencies in school site design; (3) encourage joint use of core facilities; or (4) involve cost-effective and efficient reusable facility plans;
- (e) Review any documents and proposals related to the expenditure of Measure T bond proceeds and make recommendations in accordance with its purpose and activities;
- (f) Make requests for copies or inspection of District records in writing to the District's Superintendent.

**Section 5. District Duties and Support.**

5.1 Duties: The Board shall have the following duties reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of sale of bonds;
- (g) Authority to set projects or determine how bond funds are spent.

5.2 Support: The District shall provide necessary administrative and technical support to the Committee as shall be consistent with the Committee's purpose, including but not limited to:



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- (a) Preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the board;
- (b) Provision of a meeting room, including any necessary audio/visual equipment;
- (c) Preparation and copies of any documents or meeting materials, such as agendas and reports;
- (d) Retention of all Committee records and providing public access to such records on an Internet website maintained by the District;
- (e) District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

### **Section 6. Committee Selection and Composition.**

6.1 Appointment/Removal: The Board shall have sole discretion to select, appoint and remove Committee members. The Committee shall consist of a minimum of seven (7) members, appointed by the Board after an open and public recruitment process.

6.2 Number in Committee: Per Education Code Sections 15278-15282, the Committee shall include, at least:

- (a) one representative of the local business organization;
- (b) one person active in a senior citizens' organization;
- (c) one person active in a bona fide taxpayers' organization.
- (d) one member who is a parent or guardian of a child who is enrolled in the District;
- (e) one member who is a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.

### 6.3 Qualification Standards.

(a) To be a qualified person, he or she must be at least 18 years of age and reside within the District's geographic boundary, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

6.4 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 commencing within Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 et seq.), and to complete Form 700 as required by all "designated employees" of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as Attachment A to these Bylaws.



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6.5 Terms of Office: Pursuant to Education Code Section 15282, the term of office is as follows:

(a) Committee members shall serve for a term of two (2) years beginning July 1, 2023 and no more than three (3) consecutive terms. Should a member resign her/his position before her/his term matures, the Board will appoint a new member to complete the term.

(b) At the Committee's first meeting, members will draw lots to select a minimum majority for an initial two (2) year term and the remaining members for an initial one (1) year term. This will ensure a "staggering" of the Committee membership to maintain both institutional knowledge and continued new member involvement.

6.6 Compensation: The Committee members shall not be compensated for their services.

6.7 Removal from Office: The Board may remove any Committee member for cause, including failure to attend two (2) consecutive Committee meetings without reasonable excuse or for failure to comply with the prohibition against conflict of interest as set forth in these Bylaws or failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee.

6.8 Replacement of Committee Member / Vacancies: Vacancies on the Committee shall exist on the death, resignation, or removal of any member. Any member may resign effective upon giving written notice to the Chair of the Committee, or the Vice-Chair of the Committee, unless the notice specifies a later time for the effectiveness of such resignation.

(a) Vacancies on the Committee may only be filled by the Board through an application process.

(b) If a Committee position becomes vacant, the Committee Chair shall request that the Board appoint a replacement

**Section 7. Committee Officers.** The Committee shall elect a Chair and a Vice-Chair. The Vice Chair shall act as Chair only when the Chair is absent. These positions shall continue for two (2) year terms. No officer shall serve in a position for more than two (2) consecutive terms. Committee duties are as follows:

(a) The Chair shall call Committee meetings.

(b) The Chair shall preside over each Committee meeting, and follow the committee rules

(c) The chair, or his/her Committee-approved designee, shall serve as spokesperson for the Committee in all representations of the Committee to the public, the Board, and the media.

**Section 8. Meetings of the Committee.**



## SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

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8.1 Regular Meetings The Committee shall meet at least four times a year and establish a schedule for the date and time of regular meetings to be held periodically to include an annual organizational meeting to be held in July.

8.2 Location. All meetings shall be held at the District Office located at 398 B Street, South San Francisco, California or such other site within the District agreed upon by the Bond Oversight Committee without cost or hardship to the District.

8.3 Public Meeting: All meetings of the Committee shall be open to the public and shall be noticed and conducted in strict compliance with the Brown Act.

8.4 Quorum: District shall take and record roll at the beginning of each Committee meeting to determine the existence of a quorum. Actions may be undertaken at a meeting only if a quorum of seated members are present. A quorum is established when any whole number of Committee members greater than half the seated members is present. "Seated members" means the number of members set by the Board, less any who has resigned or have been removed.

8.5 Committee Voting: Unless otherwise specified in these Bylaws, an action item properly placed on the agenda may be approved by a simple majority of Committee members in attendance, a quorum being present. Members may not vote by absentee or proxy.

8.6 Rules of Procedure: Meetings shall be conducted with courtesy and decorum.

8.7 Public Participation: Any member of the public present at a meeting may address the Committee. The Chair may, at her/his discretion, choose in advance to place an equal time limit on all speakers.

(a) If a member of the audience has addressed the Committee on matters which are not on the posted agenda for that meeting, members shall refrain from discussing such matters. If the non-agenda matter raised by a member of the public concerns an issue that is within the subject matter jurisdiction of the Committee, any member may request that the Committee vote to place that matter on a future agenda.

(b) Persons addressing the Committee shall address the Committee as a whole and shall not direct comments to individual members of the Committee or to members of the audience.

(c) In the event of disorderly conduct by members of the public, the Committee may order the meeting room cleared pursuant to Government Code Section 54957.9.

8.8 Minutes: Minutes of Committee proceedings and all documents received and reports issued shall be a matter of public record and the District shall make them available on the District's website. The District shall provide administrative services to assist the Committee in preparations, distribution, and posting of minutes for all Committee meetings. Minutes published before adoption of minutes by the Committee shall always be labeled "Unadopted Draft Minutes."



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8.9 Attendance: Regular attendance at Committee meetings is a fundamental obligation of every member of the Committee. Absences are disruptive to Committee activity and representation. Failure to attend two (2) consecutive meetings without acceptable reason announced in advance shall constitute due cause for member removal.

**Section 9.**      **Amendment of Bylaws.** Any amendment to these Bylaws shall be approved by a majority vote of the Board.

**Section 10.**      **Termination.** The Committee shall automatically terminate and disband at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.



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## ATTACHMENT A

### MEASURE T CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Committee members in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

#### POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any District construction project which will benefit the committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by Bond proceeds, or (2) any District construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any District construction project.
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the South San Francisco Unified District.
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.