

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING  
Thursday, May 9, 2024**

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

***SSFUSD Equity Definition***

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

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

The Board meeting will be streamed live and you can view it by visiting this web page streaming link: <https://www.ssfusd.org/apps/pages/onlineboardmeeting>  
**(The link will be active shortly before 7:00 p.m. on May 9)**

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

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

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

**OPEN SESSION - 6:00 p.m.**

**A. CALL TO ORDER**

**CLOSED SESSION - 6:00 p.m.**

1. To consider the appointment of two (2) public employees to the positions of Chief of Strategy and Communications and Principal of Parkway Heights MS in accordance with California Government Code Section 54956.
2. Conference with Labor Negotiators  
Agency Designated Representative: District Assistant Superintendent for HR/Student Services  
Employee Organization: SSFCTA
3. Superintendent evaluation.

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

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE** will be led by SSFHS student Ashley Lau.

**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 Wong
- b. Other

**L. STUDENT TRUSTEE REPORTS**

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

## 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/boardmeeting05092024> beginning at 3:00 p.m. on Monday, May 6, until 3:00 p.m. on Thursday, May 9. These comments will be read by all Board members and posted on the District website's 2023-24 Board meetings at: <https://www.ssfusd.org/apps/pages/meetings>

### **To comment in-person during the meeting:**

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

### **Special Meeting Comments:**

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

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

## N. INFORMATION ONLY PRESENTATIONS

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

### 1. EDUCATIONAL SERVICES

#### a. Teaching and learning presentation: **South San Francisco High School**

Principal Kevin Asbra will share, with the Board, educational priorities and programs at SSFHS.

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

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

	<u>PAGE</u>
 <b>1. ADMINISTRATION</b>	
a. Minutes of the April 11, 2024 Regular Board meeting.	1 - 26
b. Proposed Board of Trustees' meeting calendar for the 2024-25 school year.	27 - 28
c. Children's Center students to participate in three summer field trips.	29
 <b>2. EDUCATIONAL SERVICES</b>	
a. Permission for a Baden HS Counselor to attend the ACSA Conference in Kansas City, MO, July 12-16, 2024.	30
b. Permission for District CTE Coordinator to attend the CTE Conference in Rancho Mirage, CA, November 21-22, 2024.	31
c. Graduates - Baden HS, ECHS, SSFHS, and Adult Ed.	32
 <b>3. HUMAN RESOURCES</b>	
a. Certificated Personnel Assignment Order.	33
b. Classified Personnel Assignment Order.	34
 <b>4. BUSINESS SERVICES</b>	
a. Gifts to the District, April 2024.	35 - 36
b. Fundraising events for the 2023-24 school year	37
c. Professional services agreement under \$25,000	38 - 39

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**ACTION**

**1. EDUCATIONAL SERVICES**

- a. Approval of Agreement with Legarza Sports for Physical Education Instruction for the 2024-25 School Year** 40 - 44

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 2024-25 school year, as presented to the Board.

- b. Approval of Health Connected MOU for the 2024-25 School Year** 45 - 51

Staff recommends the approval of the Health Connected MOU for a sexual health education program provided to 8<sup>th</sup> grade students for the 2024-25 school year, as presented to the Board.

**2. HUMAN RESOURCES**

- a. Approval of the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) Agreements for the 2024-25 School Year** 52 - 61

Staff recommends the approval of the CODESP Member Service Agreement and CODESP Agency Security Agreement for the 2024-25 school year, as presented to the Board.

**3. BUSINESS SERVICES**

- a. Resolution No. 24-35 for Fund 11 and Fund 14** 62 - 64

Staff recommends the adoption of Resolution #24-35: Authorizing the establishment of fund balances for Fund 11- Adult Education and Fund 14 - Deferred Maintenance.

**PAGE**

- b. Approval of Amendment #1 to the Cumming Group Agreement for HVAC Packages A and B, Baden HVAC and Reroofing, and SSFHS Auto Shop Conversion Projects** 65 - 71

Staff recommends the approval of amendment #1 to the Cumming Group agreement, with outside construction management services, in the amount of \$196,995, for the HVAC Packages A & B, Baden HVAC and reroofing, and the SSFHS Auto Shop Conversion projects, as presented to the Board.

- c. Approval of Change Order #1 to the E. F. Brett and Co. Agreement for the HVAC Project Package B, Project #16-23** 72 - 77

Staff recommends the approval of Change Order #1 to the E. F. Brett Co. agreement, in the amount of \$192,394, for the HVAC Project Package B Project #16-23, 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 11 2024 – Special Meeting/Board Workshop** *(District Office)*

- Board self-evaluation

**May 23, 2024**

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

**June 6, 2024**

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

**June 20, 2024**

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

## **SUMMARY OF BOARD DIRECTIVES**

### **GOOD AND WELFARE**

- Comments from Board Members and Superintendent

### **ADJOURNMENT**

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

**The agenda is available for review at the District's website: [www.ssfusd.org](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**  
**Minutes of the Board of Trustees' Meeting of April 11, 2024**

***SSFUSD Equity Definition***

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

**OPEN SESSION - 7:00 p.m.**

**A. CALL TO ORDER**

**B. ROLL CALL**

Board Members: Ms. Amanda Anthony - Present  
Dr. Chialin Hsieh - Present  
Ms. Daina Lujan - Present  
Mrs. Patricia Murray - Present  
Mrs. Mina Richardson - Present  
Ms. Jamie Wong, Student Board Member - Present

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

**C. PLEDGE OF ALLEGIANCE** - was led by Westborough MS 8<sup>th</sup> grade student Isaiah Lampe. Principal Dr. Loraine Rossi de Campos said Isaiah is their 2023-24 ASB President, a member of the Leadership Class, and has coordinated numerous activities this year. He also participates in several clubs, including the Wrestling Club. Isaiah is a strong student and enjoys a wonderful working relationship with her and the rest of the WMS staff.

**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** - President Lauren Kitchen thanked President Daina Lujan, Trustee Mina Richardson, and Assistant Superintendent Keith Irish for attending this week's PTA Council meeting. She also thanked the Westborough MS PTA for the great job they have done this year. The PTA Council Installation Dinner, to install new board members to their positions, is being held on May 7, at ECHS, beginning at 6:00 p.m. Middle School Family Education Day is taking place on Saturday, April 27, from 9:00 a.m. to 4:00 p.m., at SSFHS. A flyer is available on PeachJar to register for this event. Ms. Kitchen also shared the dates of upcoming PTA unit meetings and events for some schools.

**G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS**

**South San Francisco Federation of Adult Educators** - None

**South San Francisco Classroom Teachers Association** - Interim President Shari Giusti noted that the second day of bargaining is scheduled for next week and she would like to address class size caps/smaller class sizes. She said students in smaller classes "...score higher on tests, especially low socioeconomic students, participate more in school, demonstrate improved behavior, retain many benefits of smaller class sizes in later years, are easier to manage, on average have higher attendance, and are more likely to attend and graduate from college. From a marketing standpoint, when lower class sizes are advertised, parents will gravitate to smaller class sizes for their children's education, preferring charter schools and private schools or even choosing homeschooling for more individualized attention." "...SSFUSD class sizes are only subject to a class size divisor of 28 for grades 6-12 and a class size average of 29 for grades K-5, which is completely unfair if you end up with classes above those numbers. The divisor and average allow some classes to get too large while others remain small." With smaller classes, teachers are able to provide more individualized attention to students, they can work more closely with parents, and may be more likely to remain in their positions. She said other districts have smaller class sizes and SSFUSD should as well. She is asking that the District and SSFCTA help create the classrooms that both teachers and students deserve.

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

**H. PERSONNEL COMMISSION** - Assistant Superintendent J. Marwan Hannon reported the next Commission meeting will take place on April 15, 2024.

**I. ITEMS FROM THE BOARD** - None

## J. SUPERINTENDENT'S REPORT

- a. **Youth in Government** - Superintendent Shawnterra Moore reported that earlier this week, the City, in collaboration with the District, offered a Youth in Government Day program to all local high school seniors. The purpose of the program is to provide young adults the opportunity to learn more about the positions of elected officials and key City staff, to provide a hands-on opportunity to learn how local government works, to educate young people with the hope that they take an interest in a career in local government and/or school district operations, and to educate students so they can have basic knowledge to become informed voters and active community members. A luncheon in their honor was held on Tuesday, April 9. She was privileged to have the opportunity to address the students and express how proud the District is of them and shared some words of encouragement. On behalf of the Board, she was able to congratulate all the students selected to participate and acknowledge their hard work. She also thanked the City of SSF for their commitment and partnership in the service of SSFUSD students.
- b. **Honoring Maya Thompson** - the Superintendent said she had hoped to honor ECHS senior student Maya Thompson at the last Board meeting or this meeting, but she was not able to attend. "But, I wanted to congratulate her and share with the community and Board that she was one of the San Mateo County 2024 *Women's Hall of Fame and Young Women of Excellence!* honorees. The Hall of Fame, established in 1984, is an important and lasting way to recognize the incredible work of women of all ages and walks of life in our community. Every two years a new slate of women, including outstanding high school students, join the ranks of some of San Mateo County's greatest contributors, an honor roll that today reaches 288 individuals." She provided some information on Ms. Thompson. *"She recently received the National African American Recognition Award for her strong academic performance on the PSAT and Advanced Placement exams. Outside of school, she has volunteered as a tutor for Project Speak Together, an online tutoring program that helps Ukrainian students learn conversational English skills. Through her volunteer work, she improved her students' English literacy and worked to foster an environment where students felt comfortable sharing their experiences during the war. Currently, she volunteers for the organization Cancer Kids First, which aids child cancer patients globally. She is a part of their arts program where she creates and decorates cards for child/teen cancer patients. Over the past eight years, Thompson has studied piano technique and performs for the community annually at Golden Gate Park's Flower Piano event. She also works as a gymnastics instructor for preschool students where she teaches them gymnastics skills and helps improve their motor development. In the coming year, she plans to continue her efforts giving back to her community as she completes her senior year and enters college in the fall."*

- c. Math Pathways Meeting** - Dr. Moore spoke about last night's Educational Services Department meeting concerning middle school math pathways for 2024-25. Over 200 participants including middle and elementary parents attending the event. She thanked the community members who were engaged and asked wonderful questions. Educational Services members addressed some concerns raised in possible changes in the pathways, especially eliminating algebra from the curriculum. They stressed that these rumors are not accurate and the District has never considered removing algebra from the middle schools. She said, "The goal was to address the concerns and then show the ways in which we will continue to work and ensure that all students receive a rigorous and engaging instruction." "The team will review the questions raised by the attendees, particularly regarding course advancement and the decision to have all students take common core 6, 7, and 8 and not allow the skipping of classes or math foundational content." They confirmed that summer school was eliminated due to budgetary constraints. "...the department will be...working on developing an FAQ and getting back to our community by mid next week."

"So in summary, I just wanted to say our Ed. Services department, I believe I can speak on behalf of our Board and I, of course, remain committed to providing all of our students with equitable access to challenging academic opportunities and providing the necessary supports to ensure that they are successful in middle school and high school and beyond."

## **K. STUDENT TRUSTEE REPORTS**

1. Jamie Wong, Spring Student Trustee and ASB President ECHS, highlighted the following recent and upcoming events at her site; ECHS is officially a Special Olympics Unified Champion School and club members participated in a basketball tournament against SSFHS, Westborough MS, and PHMS; the QSA (Queer Straight Alliance) has encouraged students to make a bracelet for a pledge to participate in creating safe spaces within the community; tomorrow is the 17<sup>th</sup> annual Jazz Night; auditions for the Advanced Dance Team will be held next Friday and everyone is encouraged to audition and show the range of talent in the school; the annual dance show, "*Shaping Sounds*" is taking place May 2-4 in the school theater; the school honored the conclusion of Ramadan by distributing pastries during lunchtime, a gesture that not only signifies the end of a month long period of fasting and reflection but also fosters a sense of community and togetherness among students and staff. "As we come together to enjoy these delicious treats, let us also reflect on the values of compassion, gratitude and unity that it represents. Wishing everyone joy, peace, and happiness."

She gave a shout out to Maya Thompson for everything Dr. Moore said about

her and that the school is "...so incredibly proud of all her hard work and efforts and we are very glad that it does not go unnoticed."

2. Ira Sergio, Fall Student Trustee and ASB President SSFHS, shared the following news from her school; today the juniors and seniors witnessed the Every 15 Minutes presentation, in which they got to understand the dangers of drinking and driving; the spring musical, *The Little Mermaid*, is taking place tonight through Saturday; and prom is being held on April 13 at the Pearl in San Francisco with the theme of 'Happily Ever After'; the Red Cross Club is hosting their second blood drive on Friday, April 19; the Earth Club students have been renovating the outdoor learning space throughout the month of April for students to enjoy; for Earth Day, April 22, the Earth Club is hosting a week-long celebration from April 22-26 with daily events including a recycling competition, after-school clean-up, and more; and the Color Guard Team earned a second gold medal in their division.

Ms. Sergio wished the spring sports good luck as they close out their season this month.

## **L. PUBLIC COMMENTS**

Aaron (no surname given), an educator and advocate for equity and inclusion, spoke about the Nextdoor post which was mentioned at the last Board meeting. He said the post, which has been confirmed by educators, details abuse of special needs individuals in the ATP program. He was told this has been reported and is being investigated, but is asking why nothing has happened. Superintendent Moore reiterated what she stated at the last Board meeting, "That any time any complaints come forward to our office, we immediately and swiftly respond and react to that. Anything that may be personnel-related is not going to be something that will be discussed publicly, but we appreciate the advocacy..."

## **M. INFORMATION ONLY PRESENTATIONS**

### **1. EDUCATIONAL SERVICES**

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

Principal Loraine Rossi de Campos shared educational priorities and programs at Westborough MS. She also recognized the following parent volunteers who will receive certificates of appreciation from the Board: Michelle Amaral, Fabiola Brione Blanco, Desiree Lampe, and Stephanie Tejada

#### District LCAP and WMS Site Goals 2021-24

Dr. Rossi de Campos said WMS goals are in alignment with the District's goals. For example, in the chart below, LCAP goals are on

the left and on the right are the benchmarks for this year. Goal 1 is connected to LCAP Goal 1 which is the Academic Achievement goal. She noted that they have just finalized next year's SPSA, another three-year process, which will take them to 2027. She said they can track their progress to see if they are making the gains they want. In the process, when they implement programs, they use community feedback to and compare progress from one year to the next.

By the Spring of 2024 Westborough students will demonstrate a 3% growth in ELA and math (LCAP 1).	Maintain or increase by 1.0% in schoolwide performance for both math and ELA when compared to the 2020-21
After attending PD opportunities, staff will demonstrate the ability to support CC SS, and district priority standards, integrate current educational tech practices, and create a safe and positive learning environment for all students (LCAP 2).	Maintain or increase by 1.0% in schoolwide performance for both math & ELA -90% of all students surveyed will indicate that they feel safe and have a positive experience at Westborough
Students will exhibit a 3% decrease in absenteeism and suspension rate after participating in relationship-based or trauma-informed instructional practices & counseling approaches, school extracurricular activities, & the school's PBIS program (LCAP 3).	At least 1.0% decrease in the rate of Chronic Absenteeism & maintain or improve or maintain Suspensions
After receiving instruction all students with an IEP will demonstrate a 3% growth in ELA & math* (LCAP 4)	Maintain or increase by 1.0% in schoolwide performance for both math and ELA

**Academic Achievement** (Goal 1) - looking at common practices, what are the use of priority standards and how are they impacting students in the classroom.

**Staff and Professional Development** (Goal 2) - looking at integrating educational technology, incorporating the ever changing needs of students, especially socially emotionally.

**Student, Parent, and Community Engagement** (Goal 3) focusing on counseling support.

**Special Education** (Goal 4) - focusing on students with IEPs demonstrating proficiency and looking to make they are implementing District approved curriculum well and seeing the achievements expected from the general education students.

Dr. Rossi de Campos stated that they are looking at benchmarks such as .5% growth in the first year and 3% total growth by year's end.

CAR (Communication, Achievement, Relationships)

They are focused on their SPSA as their GPS to make sure they are staying in line with the progress they are trying to make. Also, they are

constantly checking the mirrors to make sure they are reflecting and growing to meet the changing needs of the students.

#### Vision and Mission

Dr. Rossi de Campos said her team took time to build and make the mission and visioning process meaningful. Their focus is to:

- Develop and strengthen the team
- Build relationships and clear channels of communication throughout the community
- Continue alignment with the District's Strategic Plan and LCAP goals
- Care for ourselves and each other throughout the process
- Reflect on why we teach the way we do and work as a team to empower the entire staff to be the best they can be for the students

#### **Building our Shared Understanding of Effective Instructional Practices**

- Staff retreat in Half Moon Bay to build our capacity for implementing Universal Design for Learning (UDL) principles
- Leadership Team and Cycle of Inquiry Work - fine-tuning it now to integrate it into what they do daily

#### **Continued Focus on Relationships and Culture**

- Building a New Mentorship Program at WMS "Culture Keepers" - 8<sup>th</sup> graders in an elective class are peer mentors placed with specific student.
- Special Olympics Event - they hosted students who competed against SSFHS, ECHS, and Parkway Heights MS
- ASB and Leadership Grade Level and Lunchtime Events
- Spirit Weeks
- Anti-bullying Awareness events
- Band Concerts
- 2024 Color Run
- Mini Course Field Trips

#### **School-wide Focus on Academics and Community**

Honor Societies, Honor Roll, Science Fair, Helix Cup, Spelling and Geography Bees, and Environmental Conservatorship Opportunities

#### **Positive and Engaging Environment**

Principal Rossi de Campos said the partnerships with the following resources provide students with collaborative learning environments for critical thinking; RTS partnerships, variety of clubs and events, mini course day, strong student leadership (ASB), and a strong music/arts program.

Demographics

WMS has 525 students this year. 29% are identified as socioeconomically disadvantaged (SED), 16% are Students with Disabilities (SWD) on IEPs, and 6% are ELs. There is a diversity of ethnic backgrounds, languages, and cultures with 36% of students being Filipino, 32% Asian, and 22% Hispanic/Latinx being the largest groups. 51% of students are male and 49% are female.

Chronic Absenteeism

**Attendance Snapshot**

For 2022-23, there was a 4.6% decline from the previous year with SWD being the largest group.

**Attendance Data by Tier (8/4/23-3/28/24)**

Satisfactory 67.2%  
 At risk 21.3%  
 Moderate chronic 9.4%  
 Severe chronic 2.1%  
 Extreme chronic 0.0%

About 59 WMS students in the moderate and sever chronic tiers need more support. The school is sending notifications home, students meet with counselors and administration, or home visits are made.

CAASPP 2022-23 Data

Principal Rossi de Campos noted that for 6<sup>th</sup> grade, 99.30% of students were tested, in 7<sup>th</sup> grade, 98.80% tested, and in 8<sup>th</sup> grade, 99.40% tested.

**California Dashboard Summary 2022-23**

Indicator	WMS School			SSFUSD		State	
	N	Status	Change	Status	Change	Status	Change
<b>Chronic Absenteeism (K-8 only)</b>	499	16.4 % chronically absent	-4.6%	21.3% chronically absent	-3.3	24.3% chronically absent	-5.7
<b>Suspension</b>	502	8.8 % suspended at least one day	+2.2%	3.9% suspended at least one day	+1.3	3.5% suspended at least one day	+0.4
<b>English Language Arts</b>	475	16.2 pts above standard	+2.7	3.3 pts below standard	-1	13.6 pts below standard	-1.4
<b>Mathematics</b>	475	6.0 pts above standard	-0.9	32.8 points below standard	-0.3	49.1 pts below standard	+2.6
<b>Graduation Rate (HS only)</b>		N/A		88.7% graduated	-3.3	86.4% graduated	-1
<b>English Learner Progress</b>	475	55.2% making progress toward proficiency	-22.6%	46.9% making progress toward proficiency	-6.3	48.7% making progress toward proficiency	-1.6
<b>College/Career Indicator (HS only)</b>		N/A		55.6% prepared	N/A	43.9% prepared	N/A

They addressed the decrease in ELL progress, by implementing an ELD lab this year and are looking at specific curriculum to support it.

**ELA and math met or exceeded standards**

- 6<sup>th</sup> grade, 58.22% of students in ELA and 52.05% in math
- 7<sup>th</sup> grade, 61.54% of students in ELA and 60.99% in math
- 8<sup>th</sup> grade, 64.56% of students in ELA and 58.86% in math

Overall, 61.52% of students in ELA and 56.45% in math met or exceeded standards while 38% did not meet standards in ELA and 44% did not meet standards in math.

CAASPP 2022-23 Compared to 2020-21

**ELA and math met or exceeded standards**

- 6<sup>th</sup> grade, **7.30% increase** in ELA and 7.10% decrease in math
- 7<sup>th</sup> grade, 2.70% decrease in ELA and **6.64% increase** in math
- 8<sup>th</sup> grade, **3.51% increase** in ELA and **1.96% increase** in math

Overall, there was a **1.74% increase** in ELA and 0.56% decrease in math.

**Resources to Support WMS Students**

UDL Professional Development for Staff

Academic Center:

- 3 days a week for an hour after school
- Teacher supported, including Specialized Academic Support
- Peer Tutors available
- **Tends to be the most utilized support offered**

IXL: Targeted support in math, History, and ELA

- Accessible through the student portal, adaptive

Counseling Support:

- Check-in meetings, RTI program/Student Study Team meetings, Mental Health Resources (YSB, Care Solace, and Daybreak Health), Home visits, and Culture Keepers mentor program

Response to Intervention (RTI)

- Grade levels meet to review student progress monthly
  - RTI tracking documents by grade level
  - Use of common assessments to track student progress in ELA/Math
- Streamlining Tier 1, 2, & 3 Supports (academic & behavioral) in All
  - Focus on UDL principles this year
  - Problem solving and designing consistent policies for student behavior that presents.

Principal Rossi de Campos said the grade level leads, counselors, and teachers have looked at how they are working with RTI and have changed some practices. This includes analyzing individual student data, creating support plans, and monitoring if they are working.

Students with Disabilities (SWD) 2020-21 vs, 2022-23

Dr. Rossi de Campos reported that SWD performed better last year than on the 2020-21 CAASPP assessments.

In 2020-21, SWD achieved only 10.53% met or exceeded status for ELA and only 8.77% for math. In 2022-23, this group had 14.28%, or a 3.75% increase in met or exceeded status for ELA and 15.87%, or a 7.10% increase in math. She congratulated the SpEd team and co-teachers in general education for being supportive and dedicating their time to these vulnerable students.

Additional Supports for SWD

- Specialized Academic Center which is an additional opportunity to work with Ed. Specialists outside of the school day.
- Full Resource Program that allows SWD equitable access to the General Education provided at WMS
- Mainstreaming program
- Use of District approved intervention curriculum such as Spire for reading, Unique for multiple subjects, IXL, etc.
- Team meetings in addition to Annual IEP (as needed)

Trustee Richardson said she appreciates the snapshot of the school. She asked to be notified when the Special Olympics are held on campus next time. Regarding chronic absenteeism, she inquired about the kind of excuses that are used and whether the students are ill or on vacation. Dr. Rossi de Campos replied that physical and mental health are the key components in a chronic situation. But the issue is sometimes rooted "...in terms of what the home is experiencing and even though we're trying and we're acting as liaisons to get them to school, the consistency and the follow-through is more than we can handle alone, and even with home visit and support from our police liaison, we just can't help the family enough to get the kids to come. Other times it's a barrier to mental health support for the family...to find providers if they don't have qualifying health insurance..."

Trustee Patricia Murray expressed her love of WMS since she and her children attended the school. She thanked Principal Rossi de Campos for her comprehensive report. "So the way you approach your school and your students is incredible to me. You anticipate what their needs are and all work to make things better."

Trustee Chialin Hsieh thanked Dr. Rossi de Campos for the great presentation. "I really appreciate your authenticity and your energy, and your kindness and passion about the work." "And I also really appreciate how you connect the goals, the benchmarks with all the information you share, you address every single one of them." She thanked Principal Rossi de Campos for helping the Board understand everything she does for the school.

Vice President Amanda Anthony thanked Dr. Rossi de Campos for the presentation and said she appreciates the focus on SWD and elevating them. "...when we look at the percentages, it's always hard to say that it decreased. It decreased but it's also a totally different group of students." "...sixth graders in 2021 are now reaching standard by eighth grade and I think that's a win, that means that our students are not coming in as prepared this year and there was more catch-up to do." Principal Rossi de Campos said "...data is more about us than it is about the kids, and we use it really to look at our teaching and our practices..."

President Lujan also thanked Dr. Rossi de Campos for her presentation. She said WMS has a soft spot in her heart and thanked her for "...taking such amazing care of all the students, including my own child. Thank you for your leadership and thank you to students, staff, and families for making Westborough the school that it is."

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

Director Jason Brockmeyer and TOSAs Jennifer Rosse, Veronica Vasquez, and Dr. Liz Beans reviewed SSFUSD's NGSS vision, student learning results, shared current K-12 NGSS adoption and implementation status, and provided an update on Futurelab initiatives.

District LCAP Goals

Director Brockmeyer said they would primarily focus on LCAP Goal 1, Academic Achievement for providing a high quality curricular science program.

CAR (Communication, Achievement, Relationships)

In relation to the District's Communication, Achievement, and Relationships (CAR) infographic Mr. Brockmeyer said as they implement the NGSS and transform instructional practices and improve student outcomes, they are engaged in all aspects of the CAR. They are focusing on the gas tank, which represents the students' progress toward meeting State benchmarks and the seats, which represent the curriculum they intend to enact across all schools and grade levels.




**Performance Management**

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

**NOTE: Performance Management (PM) Reminders:**

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

Color coding legend

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

SSFUSD NGSS Vision Statement

Director Brockmeyer said this statement was created in collaboration with K-12 educator representatives from the County office and Genentech and rooted in the NGSS framework. “Our ultimate objective is to foster an environment where the expectation is that all students can and will be successful in science.”

**South San Francisco Unified School District (SSFUSD) prioritizes high-quality science learning and fosters a district culture and expectation that all students can and will be successful in science.** Teachers engage students in rigorous and relevant three-dimensional science learning experiences anchored in the Next Generation Science Standards (NGSS) that build a sense of belonging through cultivating curiosity, persistence, and critical thinking. We aim to nurture scientifically literate graduates poised to contribute positively to an ever-changing world. **SSFUSD strives to be recognized as a premier destination for science education.**

Equity and Access

The vision of the CA NGSS is “**all standards, all students**” science and engineering education should be designed and taught in such a manner that every student, regardless of background or learning characteristics, has access to and benefits from deep and engaging science and engineering learning opportunities ... and an **essential part of implementation is ensuring that all K–12 students are receiving adequate science instruction...** Therefore, **allocating adequate instructional time specifically for science** and highlighting its importance to schools and the greater community is vitally important for districts.

Director Brockmeyer said the standards were created for all students

and the data shows how different subgroups of students are performing towards the goals. “And what’s not mentioned but I think what’s also very important is that we are providing adequate time for our teachers to engage in deep learning and also to collaborate with each other.”

NGSS Shifts

**The NGSS represents a fundamental shift in science education and requires a different approach to teaching science than has been done in the past. As we progress through implementation we need to continually support educators to use a range of strategies to engage students and create opportunities to demonstrate their thinking and learning. This will and should be uncomfortable.**

Mr. Brockmeyer said one of the exciting shifts is from the traditional stand and deliver model, where the teacher carries the cognitive load, to a model where the teacher is a facilitator of learning, and students are actively engaged in the learning process, shouldering the cognitive load.

**How will science education change with the NGSS?**

Science education will involve less:	Science education will involve more:
1. Learning of ideas disconnected from questions about phenomena	1. Systems thinking and modeling to explain phenomena and to give a context for the ideas to be learned
2. Teachers providing information to the whole class	2. Students conducting investigations, solving problems, and engaging in discussions with teacher guidance
3. Teachers posing questions with only one right answer	3. Students discussing open-ended questions that focus on the strength of the evidence used to generate claims
4. Student reading textbooks and answering questions at the end of each chapter	4. Students reading multiple sources and developing summaries of information
5. Worksheets	5. Student writing of journals, reports, posters, and media presentations that offer explanations and arguments
6. Oversimplification of activities for students who are perceived to be “less able” to do science and engineering	6. Provision of supports so that <i>all</i> students can engage in sophisticated science and engineering practices

The numbered information above is from: National Research Council. (2015). *Guide to Implementing the Next Generation Science Standards*. Committee on Guidance on Implementing the Next Generation Science Standards. Board on Science Education, Division of Behavioral and Social Sciences and Education, Washington, DC: The National Academies Press.

**Science Learning Data**



CAST Results 2021-22 vs. 2022-23

Director Brockmeyer said the results indicate there is a significant amount of work needed to realize the vision. He acknowledged that



the pandemic impacted the numbers, as delivering high-quality science instruction via Zoom can be extremely challenging. It is also important to recognize that establishing the foundation of NGSS must occur at the elementary level. Failure to provide all students with consistent access to science education could ultimately restrict their full potential.

**Elementary Schools**



The foundation of NGSS must start at the elementary level. 70% of secondary students are not proficient.

-  Buri Buri 28% to 47%, Junipero Serra 23% to 36%, Martin 22% to 30%, Monte Verde 63% to 67%, and Spruce 18% to 19%
-  Los Cerritos 25% to 11%, Ponderosa 41% to 36%, Skyline 52% to 45%, and Sunshine Gardens 23% to 17%

**Middle Schools**

-  Westborough 45% to 49%
-  Alta Loma 26% to 21% and Parkway Heights 12% to 11%

**High Schools**

-  Baden 4% to 5% and SSFSH 25% to 29%
-  ECHS 38% to 35%

**CAST 2022-23 Results by Subgroup (5<sup>th</sup>, 8<sup>th</sup>, and high school)**

2022/2023 CAST Results											
Grade	Overall	Hispanic or Latino	White	Asian	Filipino	Socio Econ Dis.	English Only	English Learners	Student w/ Disabilities	Parent H.S. Grad	Parent College Grad
5th	38%	18%	67%	63%	48%	18%	46%	2%	18%	15%	56%
8th	26%	11%	38%	63%	37%	13%	36%	0%	9%	9%	41%
H.S.	31%	21%	23%	54%	41%	21%	39%	2%	4%	25%	41%

**KEY**

- 0% to 15%
- 16% to 30%
- 31% - 49%
- 50% to 79%
- 80% - 100%

Mr. Brockmeyer used a 3-tier red coding system to show that within the group of students not meeting proficiency, there are different levels of students that are not being served. He emphasized the results are the same for each grade span, in all classrooms, and at every site. For example, there is a lot of work to do for the ELLs, SWD, and SED students. He noted the correlation that if parents graduate college, students are predicted to be twice as likely to reach proficiency in science.

### **CA Dashboard**

Starting in 2025, student performance on the CAST will be on the California dashboard.

### Elementary Implementation

Jennifer Rosse, the District's Elementary Science TOSA, reviewed the following information.

### **Twig Science Implementation Goals: Year 2**

- All students engage in 1-3 Modules of Twig Science
- Initiate implementation of the recommended elementary science minutes

Ms. Rosse said they are seeing some success with the elementary CAST data, but they have a long way to go and are moving in the right direction.

### **Successes**

- Increased teacher collaboration and planning time for Science through Legarza PE time
- Increased Science learning in terms of minutes and depth.
- Provided comprehensive Professional Development (PD) for all elementary teachers
- Integrated Designated English Language Development (DELD) into Science at Spruce ES

Ms. Rosse said, "...science in our elementary schools is hands-on, students get to show their thinking in many different ways. When students get to touch, make models, and observe making it accessible to all of our learners, it becomes relevant to them and it's fun."

### **Challenges**

Supporting shifts in NGSS

- Time is needed to dive into learning to sustain implementation (PD, collaboration, and instructional time)
- Focus on instructional shifts - NGSS and Twig require a shift to a more student-centered classroom where teachers are facilitators of learning and students need time to engage in hands-on learning.
- Capacity and competing priorities

### **Next Steps/Year 3 Goal**

- Ensure all students engage in 2-4 Modules of Twig Science (2 in Kinder)
- Continue to increase the minutes of Science instruction for all students
- Sustain collaboration with ELD Specialists to strategically support all learners
- Continue to partner with teachers to support them with Science implementation

- Develop a plan to support teachers through PD for NGSS instructional strategies

### **Futurelab Elementary Partnership**

- Gene Academy - some students, third through fifth grade, go to Genentech to engage in science days and homework days are partnered with a mentor
- STEM Day Cupcake Celebration - elementary teachers at every site were provided cupcakes as an encouragement and to acknowledge their hard work and success

### Middle School Implementation

Veronica Vazquez, the District's Middle School Science TOSA, reviewed the following information.

### **Year 1 Implementation**

**Goal** - To provide training and support to help all middle school science teachers navigate the newly-adopted Green Ninja curriculum and support all students in receiving NGSS-aligned grade level science instruction. (*Green Ninja is a curriculum that's focused on environmentalism and sustainability. Through the challenges that take place at the end of each of the six units per grade level, students have a chance to apply some real world skills around real world environmental issues to make decisions that will impact them now and in the future.*)

### **Successes**

- Implementation of Green Ninja curriculum in all middle school science classes
- Access to opportunities for students to leverage their science learning and problem-solve like scientists and engineers through the challenges focused on addressing real-world environmental issues
- K-12 classroom visits starting in middle school to better understand the needs of students and teachers to support exceptional instruction in science throughout the District

### **Challenges**

- Access to collaboration time for middle school science - especially with most teachers teaching multiple grade levels

### **Year 2 Goals**

- Collaboration time by grade level to identify unit goals aligned with NGSS Performance Expectations and metrics to measure student growth towards meeting these goals
- Continued 1-1 teacher support to identify metrics for goals and needs that support exceptional instruction

- Development of streamlined process for materials ordering
- Alignment of the Helix Cup

### **Futurelab Middle School**

#### Helix Cup Outcomes

- Cultivates a culture where all students succeed in science.
- Anchors learning in 3D NGSS-aligned science that relates to students' everyday lives.
- Encourages curiosity, persistence, and innovative thinking.
- Enhances collaborative learning and communication skills via group work.

#### Alignment to Green Ninja Curriculum

- Identify opportunities to build on Green Ninja lessons in alignment with 3D NGSS instructional practices
- Focus on enhancing student learning through alignment with the curriculum
- Continued data collection and reflection to assess effectiveness in meeting these outcomes

#### High School Curriculum Adoption Framing

Dr. Liz Beans, the District's High School Science TOSA, reviewed the following information. The primary focus of her work has been in the biotechnology pathways and high school science curriculum adoption.

**Goal** - Adopt high quality NGSS-aligned science curriculum, as a foundation to support access to effective and inclusive science learning.

#### High School Curriculum Adoption Process

- Used the CA NGSS TIME process, the same as elementary and middle school
- Teachers voice drove the decision making at every step in the process
- Every high school science teacher had the opportunity to engage with the process

#### High School Curriculum Adoption

All high school science teachers were invited to examine the data collected in the screening and piloting process, and to vote on which curricula would be best for students taking their course. Some teachers said they trusted their colleagues' wisdom in this process and did not participate.

1. TLT and EDS selected priorities for adoption
2. All teachers analyzed priorities-aligned data
3. Course teams voted on which curriculum is best for their course
4. TLT made a recommendation taking all data into consideration

5. EDS accepted the recommendation

- 100% of biology and physics teachers present on November 1, 2023 were in favor of adopting OpenSciEd. The preference of chemistry teachers was mixed, leaning slightly in favor of the other curriculum (Patterns).
- When examining the data with respect to the identified priorities, it was clear to the TLT that an OpenSciEd adoption is what would be best for the students in SSFUSD. OpenSciEd outperformed all other piloted curriculum in all categories with particular strengths in NGSS alignment and vertical alignment.

High School Curriculum Adoption Recommendation

The TLT strongly emphasizes that the District-provided support for the adoption of OpenSciEd is the most important piece of this proposal.

**HS TLT recommends to adopt OpenSciEd for Biology, Chemistry, and Physics**

To make this work, they will need:

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

High School Curriculum Adoption

**Successes**

- OpenSciEd adoption supported by a variety of data sources
- 100% consensus for adoption of OpenSciEd among Biology and Physics teachers present on November 1, 2023, and the High School Science Teacher Leadership Team

**Challenges**

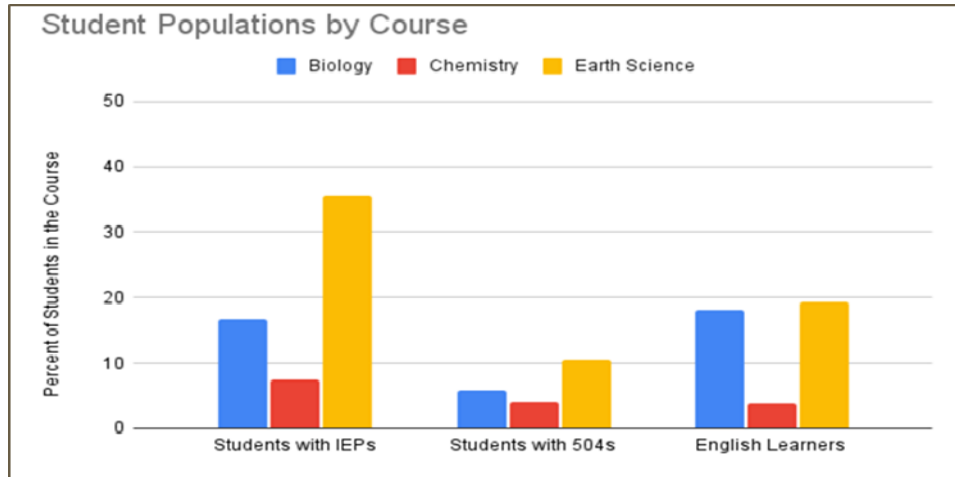
- Time for teachers to collaborate and engage in professional learning

**Next Steps**

- Work with the TLT to develop an implementation and support plan, including selecting providers of professional learning, lab material kits, and print or online materials
- Change course prerequisites to match the new curriculum in order to align with what students are expected to know coming into each course.

### High School Science Pathway Update

Currently, all ninth graders take Biology. Tenth graders take either Chemistry or Earth Science, depending on their performance in Biology.



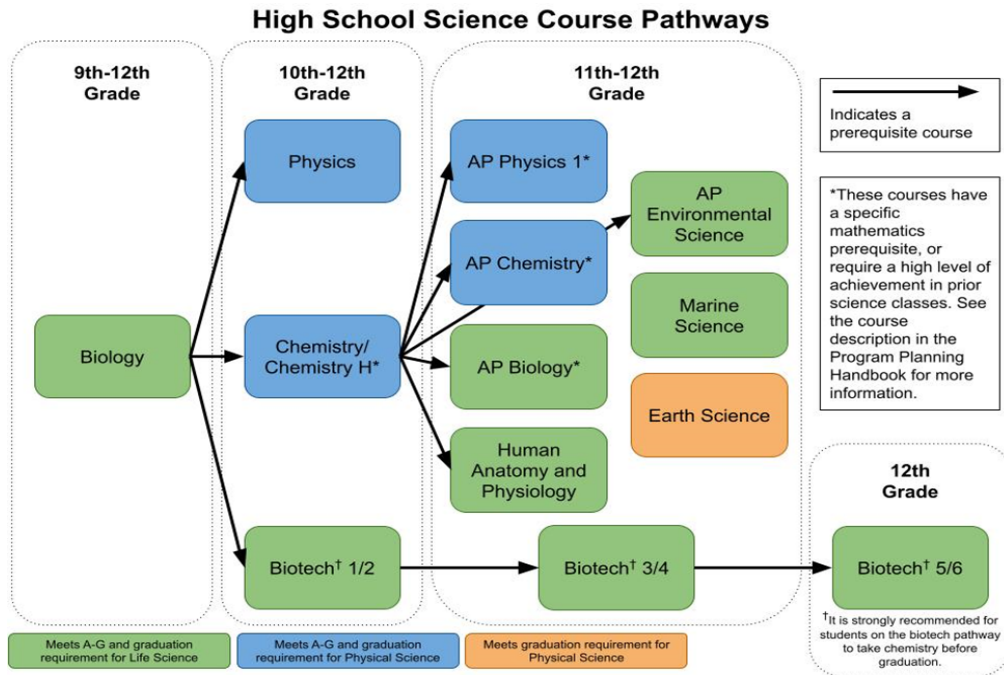
- Chemistry meets A-G lab science requirements but Earth Science does not. Course enrollment data for the 2021-22 school year shows a higher percentage of SWD and ELLs in the Earth Science pathway, which means these students are not gaining access to the courses that they would need to go to college. This is an equity issue that they want to address.
- OpenSciEd Chemistry and Physics are designed to support heterogeneous student populations, and include Earth and Space Science standards.

### High School Course Pathway

Students have the option to choose between Chemistry or Physics in 10th grade. Starting in 11th grade, D-level Earth Science is included among many available options.

- Following is the pathway for the 2024-25 school year. They need to complete a curriculum adoption process for Earth Science before getting it approved as a college prep lab science.
- These changes will need to be supported with professional learning and collaboration time for teachers.

The OpenSciEd curriculum has been designed to be supportive for students who need extra support, and also challenging for students, so they believe now is the time to make changes in the prerequisites and in the pathways.



Futurelab Science Garage - Biotechnology Program

- Biotech <sup>5</sup>/<sub>6</sub> (Year 3)
  - Highest enrollment in 6 years - Including highest access for students from ECHS
  - Students from ECHS take the free SSF shuttle to take Biotech <sup>5</sup>/<sub>6</sub> at SSFHS
- Biotech <sup>3</sup>/<sub>4</sub> (Year 2)
  - Highest enrollment in 7 years

Mr. Ng, the SSFHS Biology teacher, starts class 15 minutes early so that students can end on time to take the shuttle while also having the right instructional minutes. They hope that the shuttle schedule will better align with the bell schedule in the future, making it easier on the students and staff.

Futurelab Overview

More than \$37 million investment, 80,000+ volunteer hours reaching 8K students a year.

Genentech Director Ragnar von Schiber said it is a pleasure to work with the District’s talented administrators and teachers. Genentech is making an investment in both time and money to support science and provide an engaging platform from K through career in SSFUSD schools. This is the tenth anniversary of Futurelab. Upcoming events include the Science Garage Poster Session, Gene Academy, the Helix Cup, and the Gene Academy graduation.

The Board recessed at 8:30 p.m. for a break and reconvened at 8:40 p.m.

Student Trustee Wong left the meeting at 8:30 p.m.

Vice President Anthony said she loves science and likes the NGSS shifts in the concept of understanding how to analyze things. She is also glad to see that OpenSciEd will be focused on not only understanding, but explaining science. She said many of the questions on science tests are actually reading questions and asked about reading comprehension. Ms. Rosse replied that research shows students engaged in more science sometimes perform better on ELA and math tests since they develop background knowledge. She said in the coming year "...we can focus more on discourse and supporting more academic language across all of our sites." Vice President Anthony asked if the reading specialists are not just doing decoding of fictional tests, but take the science tests. Ms. Rosse said at some sites she collaborates with the reading specialists to tailor the support specific to each site. Vice President Anthony said she does not think District schools are composting as well as they should be. Ms. Vazquez replied that each middle school has a green team which is very concerned with the issue. Vice President Anthony noted that she and Mayor James Coleman both studied science, but neither works in a scientific field. However, science drives the way someone thinks and analyzes things. Being good at science helps in doing marketing and other things with the skills.

Trustee Hsieh said she appreciates the collaboration between the District and Genentech, especially with the elementary schools. She said with the high school curriculum adoption process, it is important to get teacher feedback. She appreciates the transparent process in making this important decision with the data collection, teacher buy-in, and training.

Trustee Murray thanked Genentech for their support. Since her daughter was in fifth grade until now, the science change has been amazing. She recognized the TOSAs for their amazing work.

Trustee Richardson said Genentech has been a great partner for the school district. She is thrilled with the science which gives the students something to think about early on. This stays with them and is a big plus for some students who feel that are not able to accomplish certain things. She thanked Genentech for their collaboration. She also thanked Sharon Ranals and her staff for coordinating the SSF shuttle schedule which the ECHS students use to travel to SSFHS for Biotech classes.

President Lujan thanked the TOSAs for their work. She said science is an engaging subject and it can bring school to life for many students.

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

**O. CONSENT AGENDA**

MOTION #58 (Murray/Hsieh) to approve Item 1a, Minutes to the regular Board meeting, March 14, 2024; Item 2a, SSFHS National History Day Competition students to travel to Sacramento, CA; 2b, ECHS Swim student to travel to Fresno, CA; Item 2c, Spruce ES Principal to travel to San Diego, CA; Item 2d, SSFHS hiring Ballet Folklórico consultant; Item 3a, Certificated Personnel Assignment Order; Item 4a, Gifts to the District, March 2024; Item 4b, 2023-24 fundraising events; Item 4c, Professional service agreements under \$25,000.

**INFORMATION/DISCUSSION**

**1. HUMAN RESOURCES**

**a. Williams Uniform Complaints for 3<sup>rd</sup> Quarter Ending 3/31/24**

Mr. Hannon presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 3/31/24, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment.

He stated that there was one facilities complaint filed in the District for this quarter, which has been resolved.

Trustee Richardson said she was impressed with the report written by Mr. Hannon because it was thorough and answered all the concerns.

**ACTION**

**1. ADMINISTRATION**

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

Board Clerk Hsieh read the resolution.

MOTION #59 (Murray/Anthony) to adopt Resolution #24-12: In support of Earth Day. (AYES: Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

**2. EDUCATIONAL SERVICES**

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

Trustee Richardson asked what therapies are offered at Fred Finch. She said most NPSs are called therapeutic, but she wanted more specific information on this school. Assistant Superintendent Irish replied that students would normally go to an NPS in the County, but as there is no room available, SSFUSD needed to look outside. Fred Finch provides the therapeutic needs with daily counseling support.

MOTION #60 (Hsieh/Murray) to approve changes to NPS allocated placements, as well as the approval of the MOU with Fred Finch, in order to fulfill Individualized Education Plan (IEP) service agreements. Motion Carried (Unanimous)

**b. Adoption of OpenSciEd Curriculum**

MOTION #61 (Murray/Hsieh) to adopt the OpenSciEd curriculum for Biology, Chemistry, and Physics and the additional recommendations to support this adoption. Motion Carried (Unanimous)

**3. HUMAN RESOURCES**

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

MOTION #62 (Anthony/Murray) to adopt Resolutions #24-13 through #24-32: Honoring employees for their years of service to the District. (AYES: Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

The retirees are Cathie Alvarado, Frances Avalos, Sandra Cardenas, Deborah Carlino, Regina Ferris, Richard Foldenauer, Becky Foley, Christine Forsell, Clare Gallagher, Rachelle Garret, Carolyn Glaser, Richard Gutierrez, Linda Lam, Judy Nazzal, Bonnie Orendorff, Diana Rosales, Nancy Schoen Bogan, Zaida Sison, Nancy Susoff Pon, and Margo Wenzell.

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

Trustee Murray read the resolution.

MOTION #63 (Hsieh/Murray) to adopt Resolution #24-33: Designating Wednesday, May 8, 2024, as the California Day of the Teacher. (AYES: Anthony, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

**4. BUSINESS SERVICES**

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

MOTION #64 (Hsieh/Richardson) to approve modification #1 to the agreement with Hamilton + Aitken Architects, in the amount of \$165,151, for architectural design services for the ECHS Central Kitchen Project. Motion Carried (Unanimous)

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

**April 25, 2024**

- Teaching and learning presentation - Parkway Heights MS
- Presentation on Math Adoption
- Approval of designated representatives to CIF (California Interscholastic Federation)
- Approval of SPSAs
- Approval of HR Director for Unrepresented Classified mgmt. position and job description
- Approval of We Can Work agreement for 2024-27
- Resolution honoring Asian Pacific American Heritage Month (May)

**May 9, 2024**

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

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

- Board self-evaluation

**May 23, 2024**

- Teaching and learning presentation - Alternative Education
- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2024-25 budget
- Approval of Health Connected MOU for 2024-25
- Approval of the agreement with Remind for the 2024-25 school year
- Approval of the agreement with Newsela for the 2024-25 school year
- Approval of the agreement with BeGlad for the 2024-25 school year
- Approval of the agreement with SMCOE for Center for Learning Data Sharing

- Approval of Bill Savidge Facilities Consulting agreement for 2024-25
- Resolution in support of LGBTQ+ Pride Month (June)

### **June 6, 2024**

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

### **June 20, 2024**

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

## **SUMMARY OF BOARD DIRECTIVES - None**

## **GOOD AND WELFARE**

Trustee Richardson said she enjoyed the Youth in Government Day event. She also attended the Every 15 Minutes presentation at SSFHS in collaboration with the SSF PD.

It was a powerful depiction and reinforced to the students the importance of not drinking and driving. “The police department was just great with the students and told them the importance of staying sober.” This was the first time since the pandemic that students saw this event.

Trustee Murray reported she also attended the Youth in Government luncheon. At last night’s City Council meeting, several of the students who participated in the event were there along with the people they shadowed. She acknowledged the students by name. “They were amazing, they shared where they were going to college and what their hopes were. They represented us very well.” Some District students, from elementary to high schoolers and graduates, asked the City Council to add a cease fire to their agenda. She said, “...watching the City Council meeting yesterday, was a day that we should all be proud of in our District.”

Vice President Anthony said the luncheon was great and she spoke with students about their futures.

President Lujan said she would close out the meeting with thanks. “This evening we talked about Every 15 minutes and Youth in Government and [for] both of those programs the City budgets to provide our students with opportunities. I want to thank Genentech for being such an engaged participant. I also want to thank our classified and certificated staff and I hope that break last week offered you an opportunity to rest and recharge as we get into this last stretch of the year. The difference you make is noticed and appreciated.” She thanked the City, the District staff, and students. Lastly, she thanked the dedicated families and how the community comes together to benefit every student.

**ADJOURNMENT - 9:12 p.m.**

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## Memorandum

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**DATE:** May 9, 2024  
**RE:** Approval of the 2024-25 Board Meeting Calendar

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### **BACKGROUND**

The Board meeting calendar for the 2024-25 school year is being submitted for approval. In the month of December there are timing requirements for submitting the First Interim Financial report and a restriction on when the yearly Board reorganization meeting may be held. For this year, the regular December meeting will take place on Thursday, December 12, 2024 and a special meeting for the Board reorganization only will be held on Tuesday, December 17, 2024.

### **FISCAL IMPLICATIONS:**

None

### **RECOMMENDATION**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 2024-25 Board meeting calendar as presented.

**South San Francisco Unified School District  
2024-25 Board of Trustees' Meeting Calendar**

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

**2024 Meeting Dates**

**July 18, 2024**

(Agenda Items due July 8)

**August 15, 2024**

(Agenda Items due August 5)

**September 12, 2024**

(Agenda Items due **TUESDAY** September 3)

**September 26, 2024**

(Agenda Items due September 16)

**October 10, 2024**

(Agenda Items due September 30)

**October 24, 2024 *Community Forum***

(Agenda Items due **TUESDAY** October 15)

**November 14, 2024**

(Agenda Items due November 4)

**December 12, 2024**

(Agenda Items due December 2)

**December 17, 2024**

***Reorganization Meeting Only***

**2025 Meeting Dates**

**January 23, 2025**

(Agenda Items due January 13)

**February 13, 2025**

(Agenda Items due February 3)

**February 27, 2025**

(Agenda Items due **TUESDAY** February 18)

**March 13, 2025**

(Agenda Items due March 3)

**March 27, 2025**

(Agenda Items due March 17)

**April 10, 2025**

(Agenda Items due March 31)

**April 24, 2025**

(Agenda Items due April 14)

**May 8, 2025**

(Agenda Items due April 28)

**May 22, 2025**

(Agenda Items due May 12)

**June 12, 2025**

(Agenda Items due June 2)

**June 26, 2025**

(Agenda Items due June 16)

**IMPORTANT DATES TO REMEMBER:**

July 4, 2024 - Independence Day Holiday

August 15, 2024 - First Day of Instruction

September 2, 2024 - Labor Day Holiday

October 14, 2024 - Indigenous Peoples' Day

November 11, 2024 - Veterans Day Holiday

November 27, 2024 - School Holiday

November 28 - 29, 2024 - Thanksgiving Holidays

December 23, 2024 - School Holiday

December 24, 2024 - January 1, 2025 - Winter Break

January 2 - January 3, 2025 - School Holidays

January 20, 2025 - Dr. Martin Luther King Jr. Holiday

January 29, 2025 - School Holiday (Lunar New Year)

February 17, 2025 - Presidents Day Holiday

February 20 - February 23, 2025 - School Holidays

March 31 - April 4, 2025 - Spring Break

May 26, 2025 - Memorial Day Holiday

May 30, 2025 - Last Day of Instruction

June 19, 2024 - Juneteenth

May 9, 2024

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**Memorandum**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D, Superintendent  
**THRU:** Eric Claybon, Child Development Program Coordinator  
**DATE:** May 9, 2024  
**RE:** Approval of Children’s Center Summer Program Field Trips

---

**BACKGROUND:**

The School-Age Summer Program at the Children’s Center requests permission to participate in the following field trips for this summer: California Academy of Sciences (June 7), Happy Hollow Park & Zoo (June 21), and Oakland Zoo (July 12).

**FISCAL IMPLICATIONS**

The cost of the California Academy of Sciences is \$26.95 per child, the Happy Hollow Park & Zoo is \$11:95 per child, and the Oakland Zoo is \$14.14 per child. All costs will be covered by fund 12.

**RECOMMENDATION**

It is recommended that the South San Francisco Unified School Board of Trustees grant permission for the Children’s Center students to participate in these three summer field trips.

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

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

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

**DATE:** May 9, 2024

**RE:** Approval of Permission for Baden HS Counselor to Attend the ACSA Conference in Kansas City, MO, on July 12-16, 2024.

---

### **BACKGROUND:**

ASCA empowers school counselors with the knowledge, skills, linkages, and resources to promote student success in the school, the home, the community and the world. The mission of ASCA is to represent school counselors and to promote professionalism and ethical practices. Baden HS Counselor, Ms. Sangco, is requesting to attend the ACSA conference in Kansas City, MO, on 7/12-16, 2024.

### **FISCAL IMPLICATIONS:**

**Estimated total cost of \$2,306, will include the following:**

- Registration           \$ 650
- Airfare                 \$ 600
- Hotel approx.       \$189 per night w/resort fees x 4 nights = \$756 + tax
- Food approx.        \$75 per day x 4 days = \$300

The cost of the ACSA Conference will be covered by CSI, Comprehensive Support and Improvement site budget.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for Baden HS Counselor, Ms. Sangco, to attend the ASCA Conference in Kansas City, MO, on July 12-16, 2024.

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

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

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

**DATE:** May 9, 2024

**RE:** Approval of Permission for CTE Coordinator to Attend the CTE Conference in Rancho Mirage, CA, on November 21-22, 2024

---

### **BACKGROUND:**

Career and Technical Education (CTE), provides an educational leadership in developing a competitive workforce. The CTE annual conference is open to secondary and postsecondary career and technical educators, business leaders and industry professionals. The CTE conference features keynote speakers, as well as many educational sessions, and networking events. District CTE Coordinator, Ms. Rockett, requests to attend this conference in Rancho Mirage, CA, on November 21-22, 2024.

### **FISCAL IMPLICATIONS:**

**Estimated total cost of \$1,767 will include the following:**

- Registration       \$ 675
- Airfare             \$ 300
- Hotel approx.     \$ 189 per night w/resort fees x 3 nights = \$567 + tax
- Food approx.     \$ 75 per day x 3 days = \$225

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

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for District CTE Coordinator, Ms. Rockett, to attend the CTE Conference in Rancho Mirage, CA, on November 21-22, 2024.

# 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 9, 2024

**RE:** Graduates, May 2024

---

### **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 2024 provided the students meet all graduation requirements.

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

The Adult Education ceremony will be held on Wednesday, May 29, at 6:00 p.m., Baden will be held on Thursday, May 30, at 6:00 p.m.; El Camino High School will be held on Friday, May 31, at 11:00 a.m., and South San Francisco High School will be held on Friday, May 31, at 11:00 a.m.

### **FISCAL IMPLICATIONS:**

None

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the May 2024 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:

**CERTIFICATED CONTRACT 2024-2025**

Vega, Andreyra, will be placed at Adult Education on a Probationary contract effective August 12, 2024. Salary placement E – 5

Philpott, Maggie, will be placed at Spruce Elementary School on a Probationary contract effective August 12, 2024. Salary placement C – 1

Lei, Tiffany, will be placed at Martin Elementary School on a Probationary contract effective August 12, 2024. Salary placement C – 2

Sumner, Evan, will be placed at Westborough Middle School on a Probationary contract effective August 12, 2024. Salary placement C – 3

Lor, Chong, will be placed at South San Francisco High School on a Probationary contract effective August 12, 2024. Salary placement F - 10

**RESIGNATION**

Kuhn, Stephanie, a teacher at Los Cerritos Elementary School effective May 31, 2024

Caruso, Christine, a teacher at Los Cerritos Elementary School effective May 31, 2024

Herda-Camacho, Santana, a teacher at Ponderosa Elementary School effective May 31, 2024

Cervantes, Lilian, a teacher at Parkway Heights Middle School effective May 31, 2024

Brenneman, Abigail, a teacher at Alta Loma Middle School effective May 31, 2024

Baldwin, Richard, a teacher at Westborough Middle School effective May 31, 2024

Sherwood, Kerri, a teacher at South San Francisco High School effective May 31, 2024

Vasquez, Veronica, a TOSA at the Educational Services Department effective May 31, 2024

Yu, Diana, a TOSA at the Educational Services Department effective July 12, 2024

## TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

### **RELEASE FROM PROBATIONARY SERVICE**

**EIN 9908**, District Behaviorist, District Office, 7.5 hours per day, Range 3C, Step 5, effective April 29, 2024.

### **RESIGNATION**

**Ramirez, Citlali**, Paraprofessional II – Special Education, Ponderosa Elementary School, 6.0 hours per day, Range 29, Step 5, effective May 17, 2024.

**Gonzalez, Andrea Itzel**, Paraprofessional I, Skyline Elementary School, 6.0 hours per day, Range 25, Step 1, effective April 18, 2024.

### **RETIREMENT**

**Music, Sharon**, Paraprofessional II – Special Education, Adult Education, 6.0 hours per day, Range 29, Step 5, effective April 30, 2024.

**Cabanas, Jaqueline**, Early Child Development Coach, Children’s Center, 6.5 hours per day, Range 41 A, Step 5, effective June 1, 2024

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Ted O, Assistant Superintendent – Business Services  
**DATE:** May 9, 2024  
**RE:** Acceptance of Gifts

---

**BACKGROUND:**

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

**FISCAL IMPLICATIONS:**

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

**RECOMMENDATION:**

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

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

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

\$500 from R&A Janitorial Services, LLC to El Camino High School in support of the ECHS Baseball projects.

\$7,000 from the South San Francisco Education Foundation to the SSFUSD Ed Services Department in support of the South San Francisco High School's ELD Soccer Club.

\$250 from Creative Marketing Arts, Inc. to Ponderosa ES in support of student and school needs.

\$2.60 from Box Tops for Education – General Mills to Ponderosa ES in support of student and school needs.

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Ted O, Assistant Superintendent – Business Services  
**DATE:** May 9, 2024  
**RE:** Acceptance of 2023-24 Fundraisers

---

### **BACKGROUND:**

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

The following fundraisers are being submitted for approval:

### **El Camino High School**

ASB                                      Snack Sale – Selling a variety of snacks including fountain drinks and candy. Commencing every Monday and Wednesday for the remainder of the school year.

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

ASB                                      Dippin’ Dots Fundraiser – Selling ice cream throughout the month of May 2024.

### **FISCAL IMPLICATIONS:**

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

### **RECOMMENDATION:**

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

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Ted O, Assistant Superintendent – Business Services  
**DATE:** May 9, 2024  
**RE:** Professional Services Agreements Under \$25,000

---

**BACKGROUND:**

The following Professional Service Agreements are being submitted for approval:

**District Office – Business Services**

- \$8,460                      Protech Consulting & Engineering - To conduct consulting services to monitor and document a contractor’s asbestos abatement. This will include third-party inspections, continuous air monitoring, post-work inspections, and final testing. Services will be conducted at the Sunshine Gardens ES site for the HVAC Upgrade Project. Commencing April 2024.
  
- \$2,825                      Protech Consulting & Engineering - To conduct consulting services to monitor and document a contractor’s asbestos abatement and Post TEM. Services will be conducted at the El Camino HS site for the HVAC Upgrade Project. Commencing April 2024.
  
- \$9,519                      Protech Consulting & Engineering - To conduct consulting services to monitor and document a contractor’s asbestos abatement. This will include third-party inspections, continuous air monitoring, post-work inspections, and final testing. Services will be conducted at the Westborough MS site for the HVAC Upgrade Project. Commencing April 2024.

\$1,955	Protech Consulting & Engineering - To conduct limited environmental consulting services to assess conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP) for the EV Charging Station Project located at the District Office. Commencing April 2024.
\$6,400	HY Architect - Service proposal #4 for HVAC Project B for Martin ES Multi-Use Room Waterproofing Analysis and Recommendations. Commencing May 2024.
\$13,000	HY Architect - Service proposal #5 for HVAC Project B for Martin ES Multi-Use Room Return Air Duct Redesign due to underground water intrusion. Commencing May 2024.

**El Camino High School**

\$1,354.55	Moore Value Production - Providing DJ (disc jockey) services including lighting and setup for the May 17, 2024 ECHS dance.
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**FISCAL IMPLICATIONS:**

Listed above.

**RECOMMENDATION:**

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

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

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

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

**DATE:** May 9, 2024

**RE:** Approval of the SSFUSD Agreement with Legarza Sports for the 2024-25 School Year.

---

### **BACKGROUND:**

SSFUSD would like to continue to partner with Legarza Sports for continued standards aligned Physical Education instruction for students in grades K-5<sup>th</sup> at all nine elementary schools.

Under this agreement, Legarza Sports coaches would provide PE instruction to K-5 grade levels simultaneously, allowing grade-level teams to have common planning time.

### **FISCAL IMPLICATIONS:**

The fiscal impact is \$777,650 and will be paid via the LCAP Supplemental 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 K-5<sup>th</sup> grade at all nine elementary schools for the 2024-25 school year.

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

This agreement is made as of \_\_\_\_\_, 2024 between the School District 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 20, 2024 and May, 30 2025.
- 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 8:00am-2:55pm.
- 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 11 days throughout the year, during which they will not be expected to provide PE. The specific dates of these weeks will be 11/25-11/26, and 2/18-2/21, 4/21-4/25.
- 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 1 Site Lead and 3 trained instructors for every day of PE at each 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 14, 2024 for work during the 2024-25 academic school year.

**10. EQUIPMENT AND MATERIALS:**

Legarza shall provide all equipment, materials, and supplies necessary for the performance of 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 \$777,650 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	\$194,412.50	9/1/2024
Invoice #2	\$194,412.50	11/1/2024
Invoice #3	\$194,412.50	1/1/2025
Invoice #4	\$194,412.50	4/1/2025
<b>TOTAL</b>	<b>\$777,650</b>	

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

By Signature of the Administrator

\_\_\_\_\_

\_\_\_\_\_  
Date

Legarza Sports  
By Signature of Regional Director



4/19/2024

\_\_\_\_\_  
Date

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

# 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 9, 2024

**RE:** Approval of the MOU Between SSFUSD and Health Connected/Teen Talk for 8<sup>th</sup> Grade Middle School Students, July 1, 2024 - June 30, 2025

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### **BACKGROUND:**

Health Connected is a nonprofit, whose mission is to help young people feel confident and supported to make informed decisions about their own sexual health. The nonprofit serves students and families through its education program, and offers curricula and training to educators throughout the country using their Teen Talk and Puberty Talk curricula. Services will be provided for 8<sup>th</sup> grade middle school students, throughout the 2024-25 school year.

### **FISCAL IMPLICATIONS:**

Title IV and LCAP Supplemental funds will cover the cost of \$122,300. For 25 7<sup>th</sup> grade sections, 25 8<sup>th</sup> grade sections, 10 6<sup>th</sup> - 8<sup>th</sup> SPED sections/classes and 2 curriculum information sessions included with instructional services.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU between SSFUSD and Health Connected, in the amount of \$54,000, to provide classes to 8<sup>th</sup> grade SSFUSD middle school students which will include materials for the 2024-25 school year.

## Services Agreement

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South San Francisco Unified School District ("District") wishes to retain Health Connected to provide its sexual health instruction ("Program") at District site(s) on the basis set out below.

### District Information

Contact person and title	Jason Brockmeyer, Director of Innovation, Community Outreach and Special Projects
Phone number	650.877.8750
E-mail address	jwbrockmeyer@ssfusd.org
Mailing address	398 B Street South San Francisco, CA 94080

### Health Connected Information

Contact person and title	Alex LeeNatali, Executive Director
Phone number	408-916-3685
E-mail address	alex@health-connected.org
Mailing address	P.O. Box 51984 East Palo Alto, CA 94303

### Program Plan

#### Timeframe for Program Delivery

Timeframe	July 1, 2024 through June 30, 2025
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#### Summary of Services

Grade(s) of students	All 7 <sup>th</sup> and 8 <sup>th</sup> grade students Students in middle school special education classes (estimated 10 classes/sections)
Program session dates	To be scheduled at mutually agreed upon dates
Expected # of teaching hours	7 <sup>th</sup> and 8 <sup>th</sup> grade: 8-10 instructional hours per section, depending on school schedule Special education: Up to 10 instructional hours (depending on age and functional level of students)
Expected # of students	7 <sup>th</sup> grade: 350 students (estimated) 8 <sup>th</sup> grade: 350 students (estimated) Special education: TBD

Curriculum	<input type="checkbox"/> Puberty Talk <input checked="" type="checkbox"/> Teen Talk Middle School <input type="checkbox"/> Teen Talk High School <input type="checkbox"/> Teen Talk High School Refresher <input checked="" type="checkbox"/> Teen Talk Adapted for All Abilities <input type="checkbox"/> Teen Talk Youth in Alternative Settings
Delivery platform	<input checked="" type="checkbox"/> In-Person ( <i>subject to public health requirements</i> ) <input type="checkbox"/> Distance Learning (online)
Additional Services	<input checked="" type="checkbox"/> Curriculum information session <input type="checkbox"/> Open <input checked="" type="checkbox"/> District-only <input type="checkbox"/> Workshop for parents/trusted adults <input type="checkbox"/> Workshop for families  Additional Notes: <i>One curriculum information session for curriculum being delivered (Teen Talk Middle School and Teen Talk Adapted for All Abilities) will be provided.</i>

**Fee**

Fee	District will pay Health Connected a fee of \$122,300* Teen Talk Middle School for 25 7 <sup>th</sup> grade sections (\$2,010/ea): \$50,250* Teen Talk Middle School for 25 8 <sup>th</sup> grade sections (\$2,010/ea): \$50,250* Teen Talk Adapted for All Abilities for 10, 6-8th grade Special Education classes/sections (\$2,010/ea): \$20,100* 2 curriculum information sessions (\$850/ea): \$1,700  <i>*Fee will be billed based on actual number of classes/sections that receive instruction.</i>
Payment timing	District will pay Health Connected the fee as follows: 50% due at the beginning of the contract period or when contract approved (whichever comes later) 25% due halfway through the contract period 25% due upon completion of services  <i>If District cancels the Program, District will pay Health Connected for in-progress and completed work not yet paid for, as provided in Section 6.1 of the Terms and Conditions, and reimburse Health Connected for expenses stated above.</i>

**District Responsibilities (to be handled at the school site)**

- Provide a site contact person to coordinate Program delivery
- Distribute parent notification letters at least 14 days before instruction begins
- Receive parent requests to opt out of programming
- In-person instruction:
  - Provide Health Connected educators and staff access to school site(s) for Program sessions
  - Permit Health Connected educators and staff to use School's classroom supplies and equipment for Program purposes
  - Ensure that site personnel (e.g., teacher, counselor, administrator) be in the classroom at all times during Program sessions
  - Inform Health Connected of class schedule(s) and classroom location(s) for Program sessions

- o Ensure appropriate class size; classes or sections may not have more than 30 students without prior approval from Health Connected
- Distance learning instruction:
  - o Provide students with access to live webinars and asynchronous activities
- Allow Health Connected to collect the following data about students participating in Program:
  - 1) Demographics: grade level, age, gender, city, total number of students served
  - 2) Program evaluation: pre-test and post-test scores, student quotes in connection with Program  
*All data will be aggregated and made anonymous. Data will be used only for purposes of program reporting and Health Connected communications.*

**Health Connected Responsibilities**

- Deliver Program on Program session dates
- Develop and provide Materials (defined below) for Program
- Be respectful in all interactions with students and School staff, including respecting cultural, religious, and economic differences, ideas, and values
- Communicate with students only during Program sessions and not initiate or engage in unsupervised contact with students
- Not engage in any inappropriate communication with students, such as verbal abuse, swearing, or racist, sexist, or homophobic language
- Conduct prerequisite background check for Health Connected educators and staff who will be interacting with District students
- Provide report on number of students served and Program outcomes to District

This Services Agreement ("Agreement"), which consists of this form ("Program Plan") and the attached Terms and Conditions, creates a legal contract between District and Health Connected. The Agreement is acknowledged by the following representatives of District and Health Connected:

<b>South San Francisco School District</b>	<b>Health Connected</b>
By: _____	By: _____
Name: _____	Name: <u>Alex LeeNatali</u>
Title: _____	Title: <u>Executive Director</u>
Date: _____	Date: _____

## Background

Health Connected is a nonprofit corporation whose mission is to equip young people with information, skills, and support to make thoughtful choices about their relationships and sexual health throughout their lives. Health Connected serves students, families, and educators through its sexual health education programs in California and throughout the country. Health Connected has developed and provides sexual health education programs, using their proprietary Puberty Talk/Teen Talk curriculum series.

Teen Talk is a middle- and high-school curriculum that addresses reproductive anatomy, pregnancy, contraceptive methods and abstinence, types of sexually transmitted diseases and how to prevent transmission, decision-making, identifying healthy and abusive relationships, talking to parents/trusted adults, and avoiding sexual coercion. Teen Talk educates youth about the importance of sexual health education through classroom-based lessons – both in-person classrooms and virtual classrooms. Teen Talk is designed to comply with California Education Code Sections 51930-51939 for delivery of comprehensive sexual health education and HIV/AIDS prevention education in public schools, and to meet the California Health Content Standards for Growth, Development, and Sexual Health.

Puberty Talk is a curriculum for Grades 5 and 6 that addresses changes during puberty, reproductive anatomy, pregnancy, decision-making, personal boundaries, and communication with parents/trusted adults. Puberty Talk consists of in-school lessons and is designed to comply with California Education Code Sections 51930-51939 (except section 51934, which does not apply to students under grade 7) and meet the California Health Content Standards for Growth, Development, and Sexual Health.

# Terms and Conditions

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## 1. Basic Agreement

### 1.1 Responsibilities

Health Connected and District will each carry out its respective responsibilities as described in the Program Plan.

### 1.2 Fee

District will pay Health Connected the fee in the amount(s) and on the date(s) as described in the Program Plan.

### 1.3 Expenses

Except for expenses to be reimbursed as described in the Program Plan, Health Connected and District are responsible for their own expenses in carrying out their activities under this Agreement.

## 2. Materials

### 2.1 Materials

During the Program, Health Connected will provide District and its students with curricula, lesson plans, reference documents, worksheets, parent communication templates, brochures, posters, forms, and other materials (collectively, "Materials").

### 2.2 Ownership of Materials

Health Connected owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used or shared by Health Connected in carrying out the Program. District acknowledges that the Materials are proprietary to Health Connected, and that no Materials will be deemed a work for hire.

### 2.3 License Grant for Program Use

Health Connected grants District a limited, non-transferable, non-exclusive license to use, copy, and distribute the Materials solely in connection with Program activities. For clarity, District will not (a) independently present the Materials during a lesson, professional development meeting, or workshop, or in any similar teaching or training environment without Health Connected's prior written consent; (b) provide the Materials to any third party other than teachers and students in the Program without Health Connected's prior written consent; or (c) use the Materials for commercial purposes, make any derivative works of, or otherwise modify the Materials except as permitted under the Program Plan.

## 3. Compliance

### 3.1 Compliance with Law

Health Connected and District will comply with applicable law, including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. Health Connected will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the

basis of race, color, religion, sex, sexual orientation, disability, or national origin.

## 3.2 Licenses and Permits

Health Connected will obtain and keep in force all licenses, permits, and certificates necessary for Program activities under this Agreement.

## 4. Data, Communication, and Confidentiality

### 4.1 Data Collection

Health Connected collects, analyzes, and disseminates data about its work in order to evaluate the effectiveness of its programs. To the extent permitted by law and to a reasonable degree, District will cooperate with Health Connected and any consultants or others engaged by Health Connected in connection with the evaluation of its programs' design, execution, and outcomes. Health Connected may publish the results of such evaluations and may identify District without first obtaining District's written consent.

### 4.2 External Communication

Health Connected may, subject to Section 4.3 of this Agreement, identify District as a client or "school partner" in internal and external communications, including, but not limited to, on Health Connected's website and in Health Connected's outreach materials. Subject to Section 4.3, Health Connected and District may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 4.1.

### 4.3 Confidentiality

In working together, Health Connected and District may share sensitive information with one another, including, but not limited to, information about students in the Program. Neither Health Connected nor District will disclose to any third party any Confidential Information (defined below) or proprietary information for any purpose other than as needed to implement the Program, without the prior written consent of the other party. "Confidential Information" means any and all non-public information regarding Health Connected or District, including its students. Confidential Information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed.

## 5. Insurance and Indemnification

### 5.1 Insurance

Health Connected is responsible for its own insurance and will maintain appropriate coverage for its Program activities under this Agreement.

### 5.2 Indemnification

Health Connected and District will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and

expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither Health Connected nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

**5.3 Limitation of Liability**

Nether Health Connected nor District will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

**6. Termination**

**6.1 Termination on Notice**

Either Health Connected or District may terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective sixty (60) days after delivery of the notice. [If District terminates the Agreement under this Section 6.1, District will pay Health Connected for work then in progress as invoiced by Health Connected, and any previous work completed by Health Connected prior to the termination date for which payment is still outstanding. District will pay such amounts within thirty (30) days of receipt of invoice from Health Connected.]

**6.2 Termination for Breach**

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

**6.3 Return of Property; Survival of Provisions**

Following the expiration or termination of this Agreement and upon Health Connected's request, District will promptly return to Health Connected any Materials in its possession, and if applicable, Health Connected and District will each promptly return all Confidential Information to the other party. The provisions of Sections 2.2, 4.1, 4.3, 5.2, 5.3, 6.3, and 7 will remain effective after expiration or termination.

**7. General Provisions**

**7.1 Resolving Disputes**

If a dispute arises between Health Connected and District relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

**7.2 Entire Agreement; Amendment**

This Agreement describes Health Connected and District's entire agreement and supersedes all prior or

contemporaneous communications between Health Connected and District. This Agreement may be amended only as stated in a writing signed by both Health Connected and District stating that it is an amendment to this Agreement.

**7.3 Severability; Waiver**

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**7.4 Assignment; Subcontracts**

Health Connected may not assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of District, except that Health Connected may (a) assign all of its rights under this Agreement without District's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law; and (b) enter into subcontracts and independent contractor agreements to carry out its responsibilities under this Agreement without District's prior written consent.

**7.5 Independence**

Health Connected and District are and will remain independent contracting parties. Health Connected will have sole responsibility for the planning, management, and implementation of its Program responsibilities, and the arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Health Connected nor District has the power or authority to bind or obligate the other to a third party or commitment in any manner.

**7.6 Third-Party Beneficiaries**

Except as specifically provided in Section 5.2, this Agreement is for the exclusive benefit of Health Connected and District, and not for the benefit of any third party including, but not limited to, any employee, affiliate, student, or vendor of either party.

\* \* \* \* \*

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

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

**THRU:** J. Marwan Hannon, Assistant Superintendent, Human Resources and Student Services

**DATE:** May 9, 2024

**RE:** Approval of the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) Agreements Renewal for 2024-25

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### **BACKGROUND:**

CODESP is a consortium of public agencies that provides human resources services, training, and employee selection materials. CODESP's mission is to improve the public agency workforce quality by enhancing the accuracy and job-relatedness of recruitment, testing, and selection processes, while increasing efficiency, providing training opportunities, and helping clients adhere to the highest legal and professional standards. SSFUSD utilizes CODESP to facilitate the merit system recruitment, testing, and selection process for classified employees, and seeks Board approval to renew our annual membership for SY 2024-25.

### **FISCAL IMPLICATIONS:**

The total annual membership fee for SY 2024-25 is \$2,675.

### **RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve the CODESP Member Service Agreement and CODESP Agency Service Agreement for SY 2024-25.



## CODESP MEMBER SERVICE AGREEMENT

Please read, acknowledge, and agree to the following service agreement terms.

### Terms:

All terms of this agreement shall prevail over any terms and conditions to the contrary outlined in purchase orders or any other agreements or documentation provided by the agency named below in order to obtain services from CODESP unless explicitly agreed to in writing by an authorized agent of CODESP.

### Services Provided:

CODESP provides online employment selection materials and training presentations to members who are employed at public agencies that have met all of the membership terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website.

Members will gain access to all content currently posted to the members area of the site including the Interview Builder and posted supplemental application forms and situational, performance, and writing exercises. In addition to the posted materials, members may request multiple-choice test packets along with custom supplemental application forms and situational, performance, and writing exercises via the CATS (CODESP Automated Test System) Request Form. Additional services include live and recorded webinars, live training (may be subject to an additional fee), a job description builder, sample job analysis questionnaires, an online multiple-choice testing option, and online Links and Resources related to public-sector Human Resources.

### Payment for Services:

A Purchase Order may be submitted to initiate services, but payment must be received within 45 days after the PO is received. Payment or proof of payment (such as a Purchase Order) for all services must be made in advance of services being provided. Please refer to our current fee schedule for the most current pricing and options. PayPal payment requires an additional service fee.

### Service Options:

- **Full Year:** A full year payment is for services from July 1 through June 30 in the same fiscal year.
- **Less Than Full Year:** A less than full year payment is for any services initiated after July of the current fiscal year. If joining after July, an agency may choose one of the following options:
  - **Pay the full year rate for the current fiscal year with no additional commitment.**
  - **Pay a prorated amount for services for the months remaining in the current fiscal year with a contractual obligation to continue the following fiscal year.**
    - The prorated fee shall be one-twelfth (1/12) of the full year fee multiplied by the number of months remaining in the fiscal year. Any months in which services will be rendered will be included in this calculation.
    - By agreeing to this option, the agency agrees to pay for a full year of service the fiscal year following the fiscal year in which services are originated. The fee for the following year will be in accordance with the posted fee schedule for the following year which shall be made available by no later than February of the preceding fiscal year. In the event that the posted fee schedule for the following year indicates a fee increase in excess of ten (10) percent from the previous year, the agency will have the right to option out of the following full year of service. This agreement may be amended to remove the requirement for an additional year of service under special circumstances wherein an

agency policy is provided that supports a limitation set by the governing body of the agency limiting the agency's ability to agree to a multi-year contractual obligation upon consent of the CODESP administration.

CODESP reserves the right to refuse future service, or to restrict services provided or service options (as indicated above), for any member that violates, or has previously violated, this or any other CODESP agreement.

**Refunds:**

Refunds for membership fees will not be made.

**Continuation of Services:**

To continue membership in good standing, agencies shall pay the membership fee no later than July 1 or communicate their intent to rejoin through e-mail or other correspondence. Unless the membership fee is received by September 1, the intent to rejoin becomes null and void, and the agency will be dropped from the membership roll.

Please note that the following terms apply at the start of each fiscal year. Failure to adhere to the following may result in access to the secure areas of the CODESP website being temporarily disabled.

- Payment must be received within 45 days of receipt of a Purchase Order
- A signed copy of the Agency Security Agreement and Service Agreement for the current fiscal year must be received within 45 days of the start of the new fiscal year

**Test Material Requests:**

Multiple-choice test materials from the online item bank are requested by completing a **CATS Request Form**.

Other test materials such as interviews (Interview Builder), supplemental application forms, writing, situational, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the member will complete a CATS Request Form and provide current job information and access to job experts as needed to fulfill such a request.

When submitting requests for test materials, members must provide a job description and other pertinent information needed to guide CODESP staff in selecting job-related materials. The member will allow at least 10 business days for the request to be fulfilled. If new test materials need to be developed, the member acknowledges that these requests take longer to fulfill and will work with CODESP staff on an appropriate timeline for fulfilling the request.

Access to the secure areas of the website and all test materials is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the member's Human Resources administrator and subject to approval by CODESP administration. The number of users is based on the size of the agency and approved by CODESP. Generally, no more than 10 users per agency may have access to the secure areas of the website. Exceptions to the restriction on the number of users may be authorized for agencies with an employee count of over 3,000.

A maximum of five test material requests may be submitted by the member per month, unless otherwise approved by CODESP administration. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include all questions in the Interview Builder and posted sample test materials such as supplemental application forms and writing, situational, and performance exercises.

**New Test Material Development:**

CODESP will expand test material job families when resources are available. Job experts are to be provided by the member whenever possible. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A list of Multiple-Choice Item Banks currently available can be found under **Join CODESP / Frequently Asked Questions**.

The list is subject to revision and the job families listed do not contain test items for all possible classifications that may fall under a specific job family.

CODESP requires the following to develop new test materials:

- A job expert provided by the member to assist CODESP staff in the development, edit, and final review of the new materials.
- Technical documents/manuals or other appropriate source material provided by the member when they are not readily available to CODESP.
- At least 15 business days for development, review, and edits of new test materials. The 15-day period begins after the job expert and/or technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure, Microsoft certification, or similar examinations that require formal certificates.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate. For example, multiple-choice tests for senior management or highly technical positions like engineer. This will be decided by CODESP administration on a case-by-case basis.

### **Use of Test Materials:**

The final selection of which test materials to use is the responsibility of the agency. A local job analysis is highly recommended to determine test content which is appropriate for your agency's specific position/classification for which you are testing. All test materials should be reviewed by a local job expert prior to use in order to ensure validity.

The translation of test materials provided by CODESP into a language other than the original language provided is allowed to the extent that the member agency uses the translated materials to assess candidates for employment at its own agency only. All test materials translated remain the property of CODESP and must be used only to the extent allowed by CODESP agreements and while in good standing as a CODESP member agency. CODESP bears no responsibility for the accuracy or use of translated materials and recommends a thorough review and vetting prior to use.

The use of test materials by a member agency (such as a County Office of Education) to test or assess candidates for a non-member agency (such as a local district) is strictly prohibited.

The charging of any test administration or related fees to a candidate for any job for taking a test that includes any CODESP materials is strictly prohibited unless otherwise approved by CODESP administration.

Test materials are intended to be used in-person in proctored settings only. The use of any test materials in any non-proctored or remote (proctored or non-proctored) setting is strictly prohibited unless otherwise approved by CODESP administration. This restriction does not apply to materials specifically designated for remote or non-proctored use.

### **Retention of Test Materials:**

Upon termination of CODESP membership, the agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The agency shall inform CODESP at the time of the discontinuation of service of any test materials that are being maintained in order to document existing test records. The agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.

### **Legal Acknowledgements:**

The terms of this Service Agreement may change prior to the start of each fiscal year as solely determined by the CODESP Board of Directors. A copy of this Service Agreement will be sent to members in advance of the

new fiscal year. Members must agree to the terms of the current Service Agreement in order to continue services.

To the extent allowable by California law, the agency named below shall defend, indemnify, and hold harmless CODESP, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP unless such liability, loss, expense, or claims is due to CODESP's sole negligence.

CODESP agrees to defend, indemnify, and hold harmless the agency named below, its board members, officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising solely out of negligent activities of CODESP or those of any of its officers, employees, and agents, whether such act or omission is authorized by this Agreement or not. The provisions of this Indemnification do not apply to any damage or losses caused by the negligence of the Agency or any of its board members, officers, employees, and/or agents.

The agency named below understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The agency named below also acknowledges that it is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.

By entering into this Service Agreement the agency acknowledges that so far as it pertains to the agency and CODESP, that CODESP is the sole owner of the intellectual property that the agency will have access to under this Agreement, described herein as "content" or "materials," as well as any other intellectual property the agency will have access to under this Agreement. CODESP hereby grants to the agency a non-transferable and non-exclusive license to the materials and content for the purposes described herein. This license includes the ability to create reasonable variations of CODESP's intellectual property such as translations and other reasonable modifications. Any "content" or "materials" that have been translated, edited, or modified from the original, but still contain content provided by CODESP or content that can reasonably be attributed to CODESP are covered by this license. This license shall be in effect only as long as the agency remains as a party in good standing to this Agreement and only while the agency is current in its financial obligations to CODESP. The agency acknowledges that any use of the intellectual property owned by CODESP in violation of this license will constitute an intentional infringement of CODESP's copyright interest in such property. The agency agrees that copyright infringement under this Agreement includes obtaining CODSEP materials while a member and continuing to use such materials after the end of the membership. The agency agrees that should it infringe upon CODSEP's intellectual property rights that the agency will pay for CODSEP's attorney fees and costs incurred by CODSEP in any ensuing litigation.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

**Please select your service option:**

- Full-Year**     **Less Than Full Year** (Post August 1<sup>st</sup>) - Prorated fee w/ agreement to continue services the following fiscal year

**By completing and signing the section below you are stating that you agree with the terms and conditions as stated in this document.**

Agency: \_\_\_\_\_

Signature of Authorized Agency Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of HR Administrator (if different from above): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Please agree, complete, sign and e-mail a scanned copy to [codesp@codesp.com](mailto:codesp@codesp.com). If you are unable to send a scanned copy via e-mail, please fax a signed copy to: 714-374-8225



## CODESP AGENCY SECURITY AGREEMENT

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and the \_\_\_\_\_ hereinafter known as the Agency. In order to protect the mutual interests of all CODESP agencies, each Agency is required to execute this agreement and fulfill its terms.

- a. It is understood and agreed that the primary signer of this agreement will be an authorized agent of the Agency. The Agency may designate one or more alternates. If the primary signer of this agreement is not an agent of the Agency with responsibility for oversight of the Agency's test administration and selection practices, an alternate signer is required who maintains responsibility in this area. The Agency may also assign an additional alternate signer of its choosing. All alternate signers will be regarded as sharing the responsibility with the primary signer for carrying out the terms of this agreement. CODESP has the right to terminate this agreement and all associated agreements and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.
- b. All references contained herein to "CODESP test materials" include all materials provided by CODESP, and any reasonable variations thereof, to be used in the assessment of job candidates. This includes any materials that have been translated, edited, or modified from the original, but still contain content provided by CODESP or content that can reasonably be attributed to CODESP.
- c. Test materials obtained through CODESP will be used for the official purposes of the Agency in testing candidates for placement within their Agency or at other approved public agencies who are current customers of CODESP only. The use of test materials by the Agency to test or assess candidates for a non-customer agency is strictly prohibited. Under no circumstances will materials so obtained, including tutorials, be posted on the Agency's website or other websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials, nor will the Agency knowingly permit others to do so. The Agency will not enter any test materials obtained through CODESP into any third-party testing or test management system unless there is an expressed written consent that the third-party will not retain any of the data and that consent has been shared with CODESP administration.

- d. Test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials are to be conducted under the general supervision and responsibility of the primary signer (or alternate signer with responsibility over the area of test administration and selection practices) of this agreement. The final selection and use of test materials is the responsibility of the Agency.
- e. No official, staff member, consultant, or other agent of the Agency may loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material, nor will they knowingly permit others to do so. Under no circumstances will CODESP materials be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.
- f. Test materials obtained through CODESP will be used and stored at the Agency in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in-person in proctored environments by an Agency employee to ensure that no test materials are removed from the test site. Test materials shall not be used in any non-proctored or remote (proctored or non-proctored) setting without the expressed written consent of CODESP administration. Test materials specifically designated by CODESP for remote or non-proctored use are exempted. Any test materials entered into any third-party software must be removed immediately upon termination of the Agency's business relationship with the third-party.
- g. All system users and test proctors must be employees of the Agency and must sign the CODESP User Security Agreement. No more than 10 users are allowed per agency (exceptions may apply for agencies with over 3,000 employees). Access to the secure areas of the CODESP website is restricted to employees of the Agency with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and who are involved in the employment testing process. The sharing of usernames or passwords is strictly prohibited. Employees of third-party vendors serving solely as test proctors for remotely proctored test administrations approved by CODESP in accordance with section E above are exempt from signing the CODESP User Security Agreement.
- h. If candidates are allowed consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual whose signature is on the CODESP User Security Agreement. The candidate may not make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.
- i. If it is necessary that materials obtained through CODESP be presented in proceedings conducted by a court or other body vested with legal authority, the Agency shall request that the material be covered by a protective order that will

safeguard its confidentiality, and CODESP will be promptly notified of the proceedings.

- j. The Agency understands and acknowledges that it is solely responsible for its employment decisions including, but not limited to, all uses of CODESP materials and services including, but not limited to, test materials, rating criteria, training materials, statistical reports, and cutoff scores. The Agency also is solely responsible for ensuring its employment practices comply with all applicable federal, state, and local laws, regulations, and professional guidelines. It is the exclusive responsibility of the Agency to ensure that the knowledge, skills, and abilities and/or competencies measured by CODESP test materials are valid job requirements.
- k. The Agency agrees that all necessary administrative steps will be taken to ensure that staff members, consultants, or others who may have access to material provided through CODESP will be informed of this agreement and required to comply with it. Any Agency violating test security, intentionally or otherwise, will be denied further test materials and will have access to current materials revoked until the security violation has been resolved to the satisfaction of CODESP administration. The signers of this agreement are authorized to execute this agreement on behalf of the parties.
- l. Upon termination of CODESP membership/subscription, the Agency shall destroy all CODESP test materials, both paper and electronic, except those used to document existing test records. The Agency shall immediately cease and desist the use of all CODESP test materials and shall cease administering any and all tests that contain CODESP test materials. The Agency shall delete CODESP test materials from electronic storage devices, databases, test management systems, and/or item banks that that may be accessible by unauthorized individuals, agencies, or vendors, including any third-party testing software.
- m. If the signer(s) of this agreement find(s) it impossible to ensure fulfillment of this agreement or leave(s) the Agency, an authorized agent of the Agency shall notify CODESP to make arrangements for continuation or termination of the agreement.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Primary Signer:

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

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

Signature: \_\_\_\_\_

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

Human Resources Administrator (if different from above):

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

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

Signature: \_\_\_\_\_

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 9, 2024

**RE:** Adoption of Resolution #24-35 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 #24-35**

**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, 2024 – June 30, 2025 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 9<sup>th</sup> day of May 2024.

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

\_\_\_\_\_  
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  
William Savidge - Facilities Management Consultant

**DATE:** May 9, 2024

**RE:** Approval of Amendment #1 to the Agreement with Cumming Group Inc., with Construction Management Services for Heating, Ventilation, and Air Conditioning (HVAC) Packages A & B, Baden HVAC and Reroofing, and SSFHS Auto Shop Conversion Projects

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### **BACKGROUND:**

The HVAC Projects Package A and Package B are currently under construction. Installation of new HVAC systems is being completed at nine District sites. The District is utilizing outside construction management services in order to handle the volume of work. The Facilities team conducted a Request for Proposal process and the Board approved a contract with Cumming Group for construction management services for the HVAC Projects and the Hillside Parking and Drop-Off Project, at the Board meeting on June 22, 2023.

The scope of work for the construction managers for the HVAC projects has increased due to their work assisting the District with construction on occupied campuses, coordination with Principals and site staff, move coordination, and phased construction logistics planning and execution with the contractor. The Cumming Group has also provided a construction management software platform for use on the current projects and completed training for District staff and contractors.

In addition, there are two new projects which are now ready for construction and would be managed by the Cumming team. They are the Baden Room 28 HVAC and Reroofing and the SSFHS Auto Shop conversion for use by the Career Technical programs, and relocation of the Ballet Folklórico Dance program from the cafeteria.

Amendment #1 for the Cumming Group's proposal letter is attached with an extended staffing plan to complete the current and added projects.

**FISCAL IMPLICATIONS:**

By this action: \$196,995 from Fund 40.

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment #1 to the agreement with the Cumming Group with outside construction management services for HVAC Packages A & B, Baden HVAC and Reroofing, and the SSFHS Auto Shop Conversion projects.

**AMENDMENT #1  
TO  
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT  
WITH CUMMING GROUP, INC.  
FOR CONSTRUCTION MANAGEMENT SERVICES ON HVAC PACKAGE A & B AND  
ADDING NEW PROJECTS  
CM SERVICES FOR BADEN HVAC & REROOFING,  
SSFHS AUTO SHOP CONVERSION  
DATED: MAY 9, 2024.**

Amendment No. 1 to the Independent Consultant Agreement for Construction Management Services on HVAC Packages A & B + Hillside Parking & Drop-Off Projects, as approved by the Board on June 23, 2023.

The Additional Project Services include: Construction Management Services increased scope on existing projects; add two new projects.

Compensation under the Professional Services Agreement is summarized below:


<b>Capital Engineering Consultants, Inc.</b>	<b>Date</b>	<b>Total</b>
Agreement: CM Services HVAC + Hillside	June 23, 2023	\$ 280,927
Amendment 1: Extended CM Services HVAC + Add Baden HVAC and SSFHS Auto Shop Conversion	May 9, 2024	\$ 196,995
<b>ADJUSTED TOTAL:</b>		<b>\$ 477,922</b>

**TOTAL AMENDED COMPENSATION** **\$ 477,922**

No other sections of the Independent Consultant Agreement, unless specifically listed, are modified in any way.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment. This Amendment consists of 1 page, with Consultant's Proposal letter and staffing plan attached.

By \_\_\_\_\_ Date \_\_\_\_\_  
 Ted O  
 Assistant Superintendent Business Services  
 South San Francisco Unified School District

By \_\_\_\_\_ Date \_\_\_\_\_  
  
 John Olsson, Vice President  
 Cumming Management Group, Inc.

# CUMMING GROUP

475 Sansome Street  
Suite 700  
San Francisco, CA 94111

T 415 748 3080

[cumming-group.com](http://cumming-group.com)

April 23, 2024

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

Re: **SSFUSD CM Services  
Amendment #1**

**Opportunity No.: 24-18179**  
Revision 2

Dear Bill:

Cumming Management Group, Inc. ("Cumming") is pleased to submit our proposal to the South San Francisco Unified School District ("SSFUSD") for additional services for SSFUSD. Within this Amendment Proposal, we have included our project understanding, fee proposal and hourly rates. This fits within our Agreement with SSFUSD.

Cumming is excited to continue working with SSFUSD and we are fully committed to collaborating with your team with this project. Please feel free to contact me directly at (510) 604-0853 or by email at [tmathers@cumming-group.com](mailto:tmathers@cumming-group.com) should you have any questions regarding this proposal.

Sincerely,



Teri Mathers  
Project Director

CC: John Olsson, Vice President, Project Management

## SECTION 1 – PROJECT UNDERSTANDING AND SCOPE

Cumming Management Group had been requested to provide Construction services for this project starting in Summer 2023 with close-out in August 2024. The plan was to utilize a Project Manager part-time until Summer 2024, when construction was to commence. As you are aware, construction has been on-going since the Fall 2023. This effort has taken more time than originally anticipated with the occupied campuses, the personal interactions with the site principals and teachers, and the move coordination and relocation. To assist with the additional services, Cumming has increased the PM’s time and added an APM as needed. In addition, to assist with managing the projects at multiple schools and architects, Cumming is providing Procore. Training was requested and provided to the District, Architects and Contractor.

Based on our current rate of services, we anticipate expending our original fee in April 2024.

Additional services have been requested for the Baden High School HVAC Replacement and Re-roofing Project and South San Francisco High School Conversion of the Auto Shop for the Ballet Folklorico Program. To expedite construction, this work has begun.

It is our understanding of the additional services are to include:

*Baden Continuation High School Rm. 28 HVAC:*

- Prepare bid package including revising Division 0 and 1
- Bid and award HVAC and Re-roof Project
- Prepare RFP and award IOR and special testing labs as required by DSA
- Manage Construction
- Close-out

*South San Francisco High School Auto Shop Conversion for Ballet Folklorico Program*

- Prepare trade packages for demolition, moving, wall and ceiling surfaces, floor installation, lighting repairs, painting.
- Utilize CUPPCA for small packages
- Manage Construction
- Close-out

We anticipate this effort to be completed by Tunde Olayomi, Project Manager and Sam Wong, Assistant Project Manager. Detailed Planned Project Management Effort is attached.

## SECTION 2 - SCOPE OF SERVICES FEES

Cumming’s standard billing practice is based on time and materials, in which invoices are submitted monthly for hours expended on work performed the month prior. Utilizing this philosophy, we have found that Cumming’s fee approach traditionally provides our clients with the most flexibility and cost effectiveness, as costs are only incurred based on the current needs of the owner.

### Proposed Hourly Rate and Not-to-Exceed Fee

We have provided a breakdown of the cost on the attached fee schedule. This schedule supersedes our original PPME for the duration of the project. Our proposed amendment is \$196,995. Our proposed fee is based on our understanding that our team will continue supporting the SSFUSD’s projects through the closeout per the current schedule.

Hourly Fee Rates:

Leda Christopher – Procore Manager	\$175/hour
Sam Wong – Assistant Project Manager	\$175/hour
Tunde Olayomi - Project Manager	\$185/hour
Teri Mathers – Project Director	\$235/hour
John Olsson – Vice President	\$275/hour

Our hourly rate and proposed fees are valid for 30 days from the date of this proposal. The rates are subject to change on a yearly basis starting on January 1, 2025.

**Reimbursable expenses**

Any reimbursable expenses incurred during Cumming’s performance of services, including, without limitation, all costs for personnel, travel within twenty-five (25) miles of the City’s geographic limits, per diem expenses, printing and/or shipping of deliverables will be billed at actual costs with 0% mark-up.



# 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 9, 2024

**RE:** Approval of Change Order #1 for the Contract with E.F. Brett and Company for the Heating Ventilating and Air Conditioning (HVAC) Project Package B, Project #16-23

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### **BACKGROUND:**

After a public bid process, the Board awarded a contract for the HVAC Package B Project to E.F. Brett and Company on June 22, 2023. The HVAC Project Package B is currently under construction. Work is underway for the replacement and upgrade of HVAC systems at the Hillside Pre-School Classroom Wing, Parkway Heights MS Administration Wing, Spruce ES Gymnasium, and Martin ES Multi-Purpose Building/Administration Building/Classroom Wing A. Work has been completed at the Parkway Heights MS Administration Building and the administrative staff has moved back into their offices. Work at Martin ES is continuing, but at this site there was no option to temporarily relocate either the administration staff or teachers to allow work to proceed except on holiday breaks or weekends. At Hillside the pre-school has been relocated and the Special Education staff have also moved, allowing work to proceed full time.

At Parkway Heights MS and Martin ES Administration buildings, the new HVAC systems utilize outside mounted electric heat pumps with refrigerant piping distributed throughout the building to individual fan coil units serving each space. The original design and layout of the systems needed to be completely re-designed in order to accommodate obstructions and ensure an appropriate installation. The refrigerant piping has been enclosed in a framed ceiling soffit systems with painted sheetrock finish and new acoustical tiles. In addition, lighting and electrical systems were impacted, and new LED lighting was added

at both sites. These changes required redesign and submittal to the Division of State Architect for approval, in order to ensure timely completion of the work was authorized to be performed on a time and material basis. Change Order #1 includes this extra work at Parkway Heights MS and Martin ES. The Change Order cost of \$192,394 is 3.9% of the original contract amount of \$4,864,000. The change order cost portion for Parkway Heights MS is \$112,114 and for Martin ES it is \$80,280. The total cost for both sites is \$192,394.

**FISCAL IMPLICATIONS:**

By this action: **\$192,394** will be paid from Facilities Fund 40.

**RECOMMENDATION:**

It is recommended that the South San Francisco Unified School District Board of Trustees approve Change Order #1 to the to the contract with E.F. Brett and Company for the HVAC Project Package B Project #16-23, in the amount of \$192,394.

**CHANGE ORDER FORM**

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

<b>CHANGE ORDER NO.:</b>
<b>001</b>

**CHANGE ORDER**

**Project:** HVAC Package B Projects  
**Bid No.:** #16-23

**Date:** 04/29/2024  
**DSA File No.:** 41-28  
**DSA Appl. No.:** Martin 01-120510,  
 Parkway 01-120511

The following parties agree to the terms of this Change Order:

**Owner:**  
 South San Francisco Unified School District  
 398 B Street  
 South San Francisco, CA 94080

**Contractor:**  
 EF Brett & Company, Inc.  
 1435 Technology Lane, Suite B1, Petaluma, CA 94954

**Architect:**  
 HIBSER YAMAUCHI Architects, Inc.  
 (HY+A)

**Project Inspector:**  
 Construction Inspection Services  
 (CIS Inc.)  
 243 Arroyo Dr.  
 Pacifica, CA 94044

Reference	Description	Cost	Days Ext.
PCO # 001 Requested by: SSF USD Performed by: EF Brett Reason: Unforeseen/Added framing scope at 2 sites.	Added Costs for CCD-003, RFI-37.1, RFI44.1 & RFI49 Parkway & Martin	\$ 192,394.41	2
PCO # Requested by: Performed by: Reason:		\$	
PCO # Requested by: Performed by: Reason:		\$	
Contract time will be adjusted as follows:  Previous Completion Date: <u>August 1, 2024</u>  [2] Calendar Days Extension (zero unless otherwise indicated)  Current Completion Date: <u>August 5, 2024</u>		Original Contract Amount:	\$ 4,864,000
		Amount of Previously Approved Change Order(s):	\$ 0.00
		Amount of this Change Order:	\$ 192,394.41
		Contract Amount:	\$ 5,056,394.41

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

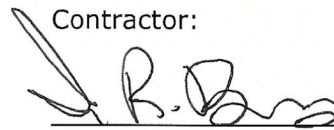
**Signatures:**

District:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

Contractor:

  
[Name] **EF Brett**

4/30/24  
\_\_\_\_\_  
Date

Architect:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

Project Inspector:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT

Reviewed by **Cumming**



Babatunde J. Olayomi

04/29/2024

**E.F. BRETT & COMPANY**

1435 Technology Ln., Suite B1, Petaluma, CA 94954 PHONE: (415) 524-8351 FAX: (415) 524-8349

**PROSPECTIVE CHANGE ORDER REQUEST**

TO: SSF USD  
398 B Street  
South San Francisco, CA 94080

PCO # 16

DATE: 4.26.2024  
PROJECT: SSF HVAC Package B  
JOB # 172

ATTN: Tunde Olayami

We submit for your approval the following cost estimate of changes in work as follows:

**Added Costs for CCD-003, RFI37.1, RFI44.1 & RFI49 Parkway & Martin**

**All subcontractor PCO's are attached.**

**See attached for EFB Time sheets/daily logs**

This change was requested by: District

ITEM	ENCL. #	LABOR	MTL/EQUIP	SUBS	TOTAL
EFB Brett Labor per CCD-003, RFI37.1 per time cards attached		\$132,182.92	\$0.00	\$0.00	\$132,182.92
EF Brett Materials, Debris Box, for CCD-003, RFI37.1 per attached			\$6,283.16		\$6,283.16
EF Brett Credit for Labor & Materials for Base Contract work		(\$25,387.00)	(\$2,400.00)		(\$27,787.00)
Cal West Acoustics-Parkway				\$5,222.00	\$5,222.00
Cal West Acoustics-Marin				\$9,725.00	\$9,725.00
Trahan Mechanical-Parkway				\$15,762.79	\$15,762.79
Trahan Mechanical-Martin				\$5,511.99	\$5,511.99
Pacific Power Systems T&M (E) light R&R-Parkway				\$5,016.50	\$5,016.50
Pacific Power Systems T&M (E) light R&R-Martin				\$4,119.75	\$4,119.75
Pacific Power Systems (N) LED Lighting Martin				\$1,526.00	\$1,526.00
Pacific Power Systems (N) LED & Pendant Lighting Parkway				\$11,536.00	\$11,536.00
					\$0.00
		\$106,795.92	\$3,883.16	\$58,420.03	\$169,099.11
MARK-UP ON LABOR	15 %	(\$106,795.92)			\$16,019.39
				SUBTOTAL	\$185,118.50
MARK-UP ON MATERIAL & EQUIP.	15 %	(\$3,883.16)			\$582.47
				SUBTOTAL	\$185,700.97
MARK-UP ON SUBCONTRACTORS	5 %	(\$58,420.03)			\$2,921.00
				SUBTOTAL	\$188,621.97
ADDITIONAL BOND/INSURANCE PREMIUM @	2 %				\$3,772.44
					\$192,394.41
TOTAL AMOUNT FOR CHANGE PROPOSAL					<b>\$192,394</b>
TIME EXTENSION REQUIRED FOR THIS CHANGE					<b>2</b>
					(WORKING DAYS)

We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with In an effort to maintain the project schedule and as directed by District Rep.

We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by \_\_\_\_\_ in order to avoid additional time extension and/or expense.

APPROVED: \_\_\_\_\_

E.F. BRETT & COMPANY

DATE: \_\_\_\_\_

BY: Ian Burns

**PCO#16 - E.F. Brett & Company Cost Breakdown**

**LABOR**

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	16.00	Hrs	Demo Ceiling Tile & Furring for/andBlocking Install 1/16/24-Parkway	\$119.73	1,915.68
2	16.00	Hrs	Demo Ceiling Tile & Furring for/and Blocking Install 1/17/24-Parkway	\$119.73	1,915.68
3	16.00	Hrs	Demo Ceiling Tile & Furring for/and Blocking Install 1/22/24-Parkway	\$119.73	1,915.68
4	16.00	Hrs	Demo Ceiling Tile & Furring for/and Blocking Install 1/23/24-Parkway	\$119.73	1,915.68
5	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 1/24/24-Parkway	\$119.73	1,915.68
6	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 1/25/24-Parkway	\$119.73	1,915.68
7	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 1/26/24-Parkway	\$119.73	1,915.68
8	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 1/29/24-Parkway	\$119.73	1,915.68
9	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 1/30/24-Parkway	\$119.73	1,915.68
10	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 1/31/24-Parkway	\$119.73	1,915.68
11	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/1/24-Parkway	\$119.73	1,915.68
12	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/5/24-Parkway	\$119.73	1,915.68
13	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/6/24-Parkway	\$119.73	1,915.68
14	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/7/24-Parkway	\$119.73	1,915.68
15	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/9/24-Parkway	\$119.73	1,915.68
16	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/8/24-Parkway	\$119.73	1,915.68
17	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/12/24-Parkway	\$119.73	1,915.68
18	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/13/24-Parkway	\$119.73	1,915.68
19	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/14/24-Parkway	\$119.73	1,915.68
20	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/15/24-Parkway	\$119.73	1,915.68
21	16.00	Hrs	Install 2x framing, remove CT, cut furring, install cleats & CS16 Straps 2/17/24-Parkway	\$119.73	1,915.68
22	48.00	Hrs	Install Protection, Remove Ceiling tile 2/19/24 Martin	\$119.73	5,747.04
23	16.00	Hrs	Install Protection, Remove Ceiling tile 2/20/24 Martin	\$119.73	1,915.68
23	48.00	Hrs	Install 2x framing ceiling chaseways, soffits, remove CT, cut furring, install cleats 2/21/24 Martin	\$119.73	5,747.04
24	48.00	Hrs	Install 2x framing ceiling chaseways, soffits, remove CT, cut furring, install cleats 2/22/24 Martin	\$119.73	5,747.04
25	48.00	Hrs	Install 2x framing ceiling chaseways, soffits, remove CT, cut furring, install cleats 2/23/24 Martin	\$119.73	5,747.04
26	32.00	Hrs	Clean up all plastic,debris/dust 2/24/24 Martin	\$119.73	3,831.36
27	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 2/26/24 Martin & Parkway	\$119.73	1,915.68
28	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 2/27/24 Parkway	\$119.73	1,915.68
29	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 2/28/24 Parkway	\$119.73	1,915.68
30	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 2/29/24 Parkway	\$119.73	1,915.68
31	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/1/24 Parkway	\$119.73	1,915.68
32	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/4/24 Parkway	\$119.73	1,915.68
33	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/5/24 Parkway	\$119.73	1,915.68
34	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/6/24 Parkway	\$119.73	1,915.68
35	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/7/24 Parkway	\$119.73	1,915.68
36	16.00	Hrs	Drywall Ceiling Chaseways, soffit finishes 3/8/24 Parkway	\$119.73	1,915.68
37	16.00	Hrs	Drywall Ceiling Chaseways, soffit finishes 3/11/24 Parkway	\$119.73	1,915.68
38	16.00	Hrs	Drywall Ceiling Chaseways, soffit finishes 3/12/24 Parkway	\$119.73	1,915.68
39	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/13/24 Parkway	\$119.73	1,915.68
40	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/14/24 Parkway	\$119.73	1,915.68
41	16.00	Hrs	Drywall Ceiling Chaseways, soffits, remove CT, cut furring, install cleats 3/15/24 Parkway	\$119.73	1,915.68
42	16.00	Hrs	Painting of drywall at ceiling chaseways, soffits 3/25/24 Parkway	\$119.73	1,915.68
43	16.00	Hrs	Painting of drywall at ceiling chaseways, soffits 3/26/24 Parkway	\$119.73	1,915.68
44	16.00	Hrs	Painting of drywall at ceiling chaseways, soffits 3/27/24 Parkway	\$119.73	1,915.68
45	16.00	Hrs	Finish Painting, Clean up 3/28/24 Parkway	\$119.73	1,915.68
46	16.00	Hrs	Set up plastic protection for Framing Soffits 3/29/24 Martin	\$119.73	1,915.68
47	16.00	Hrs	Chaseway, soffits framing, remove CT, cut furring, install cleats 4/1/24 Martin	\$119.73	1,915.68
48	24.00	Hrs	Chaseway, soffits framing, remove CT, cut furring, install cleats 4/2/24 Martin	\$119.73	2,873.52
49	24.00	Hrs	Chaseway, soffits framing, remove CT, cut furring, install cleats 4/3/24 Martin	\$119.73	2,873.52
50	24.00	Hrs	Chaseway, soffits framing, remove CT, cut furring, install cleats 4/4/24 Martin	\$119.73	2,873.52
51	16.00	Hrs	Chaseway, soffits framing, remove CT, cut furring, install cleats 4/5/24 Martin	\$119.73	1,915.68
52	16.00	Hrs	Clean up all plastic,debris/dust 4/6/24 Martin	\$119.73	1,915.68
53	88.00	Hrs	Estimate Drywall at Ceiling chaseways, soffits, tile install, paint, protection, clean up @ Martin for Summer 2024	\$119.73	10,536.24
54	0.00	Hrs			0.00
55	0.00	Hrs			0.00
56	1,104.00	Hrs			0.00

**2208.00**

**132181.92**

QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
				0.00
				0.00
				0.00
				0.00
				0.00

**MATERIALS**

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
			See attached		\$0.00
					\$0.00
					\$0.00
					\$0.00