SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, September 8, 2022

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

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

The Board meeting will be streamed live and you can view it by visiting this web page streaming link: https://www.ssfusd.org/apps/pages/onlineboardmeeting
(The link will be active shortly before 7:00 p.m. on September 8)

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

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

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

OPEN SESSION - 7:00 p.m.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by Ponderosa ES student Justin Armanino.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

H. PERSONNEL COMMISSION

I. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

J. SUPERINTENDENT'S REPORT

a. Back to School Nights

b. Mental Health grant

c. Strategic Plan

d. Community Information Meetings on District Bond

e. Other

K. STUDENT TRUSTEE REPORTS

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

L. PUBLIC COMMENTS

For Items Not On The Agenda:

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

To comment prior to the meeting:
Public comments may be submitted in advance of the meeting through the following link: https://bit.ly/boardmeeting982022 beginning at 3:00 p.m. on Monday, September 5, until 3:00 p.m. on Thursday, September 8. These comments will be read by all Board members and posted on the District website's 2022-23 Board meetings at: https://www.ssfusd.org/apps/pages/meetings

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

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

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

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

M. INFORMATION ONLY PRESENTATION

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation:
Ponderosa Elementary School

Principal Julie Erskine will share, with the Board, educational priorities and programs at Ponderosa Elementary School.

N. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

1. BUSINESS SERVICES

a. Report on Year-End Unaudited Actuals

Staff will present to the Board, the Unaudited Actuals Financial Report including revenues, expenditures, and ending balances for the 2021-22 fiscal year.

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ACTION

1. BUSINESS SERVICES

a. Approval of Unaudited Actuals Report 1

Staff recommends the approval of the 2021-22 Unaudited Actuals Financial Report, as presented to the Board.

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

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1. ADMINISTRATION		
a.	Minutes of August 11, 2022 regular Board meeting.	2 - 16
b.	Minutes of August 19, 2022 special Board meeting.	17 - 18
c.	Childcare Careers contract for 2022-23.	19 - 37
2. EDUCATIONAL SERVICES		
a.	Permission for ECHS students to attend the Junior/Senior Ball at the Asian Art Museum in San Francisco, CA, April 15, 2023.	38 - 39
b.	Sustainable Future Outdoor Academy agreement for two field trips to Half Moon Bay and Pescadero, CA, on October 4, and October 6, 2022.	40 - 50
3. HUMAN RESOURCES		
a.	Certificated Personnel Assignment Order.	51 - 97
b.	Classified Personnel Assignment Order.	98 - 99
4. BUSINESS SERVICES		
a.	Gifts to the District, August 2022.	100 - 101
b.	Fundraising event for the 2022-23 school year.	102 - 104
c.	Professional services agreements under $25,000.	105 - 107

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INFORMATION/DISCUSSION

1. ADMINISTRATION

a. Discussion of Community Forum Topic(s) 108

The Board will discuss potential topic(s) for the District's Community Forum being held on October 20, 2022.

2. HUMAN RESOURCES

a. Board of Trustees' Appointment to the Personnel Commission Process 109 - 110

Staff will review the Trustees' process to appoint the Board's representative to the Personnel Commission for a three-year term, commencing on December 15, 2022.

PUBLIC HEARING – SSFUSD Additional Proposal

Prior to commencing negotiations, California law (Government Code Section 3547) requires that a school district and the exclusive employee representative present their respective initial proposals at a public meeting. The District is negotiating a successor agreement outlined in the South San Francisco California Teachers Association (SSFCTA) collective bargaining agreement in which both parties agree to reopen for negotiations. The SSFUSD is submitting an additional item to sunshine in this public hearing. 111

SSFUSD Proposal to SSFCTA 112

The South San Francisco Unified School District (SSFUSD) proposal will be presented to the South San Francisco California Teachers Association (SSFCTA) for adding an additional article to be negotiated with the SSFCTA.

A Public Hearing will provide an opportunity for members of the public to comment on the SSFUSD proposal.

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ACTION *(continued)*

1. ADMINISTRATION

a. Resolution No. 22-56 for Hispanic/Latinx Heritage Month 113 - 114

Staff recommends the adoption of Resolution #22-56 (English and Spanish versions): Honoring Hispanic/Latinx Heritage Month.

b. Nomination(s) for CSBA Directors-at-Large 115 - 121

The Board will consider making nomination(s) for CSBA Directors-at-Large for Asian/Pacific Islander or Hispanic, as presented to the Board.

b. Approval of District's Updated Board Policies 122 - 166

Staff recommends the approval of the following updated District's Board Policies, as presented to the Board.

1. BP 3110 - Transfer of Funds
2. BP 3230 - Federal Grant Funds
3. BP 3452 - Student Activity Funds
4. BP 3515.3 - District Police/Security Department
5. BP 3600 - Consultants
6. BP 6142.8 - Comprehensive Health Education
7. BP 7210 - Facilities Financing

2. EDUCATIONAL SERVICES

a. Approval of an MOU with the Boys and Girls Club of the Peninsula (BGCP) at Sunshine Garden ES 167 - 180

Staff recommends the approval of an MOU with the BGCP for an expanded learning program at Sunshine Gardens ES, for the 2022-23 school year, as presented to the Board.

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b. Approval of an MOU with the Boys and Girls Club of the Peninsula (BDCP) for a SSFHS Future Grads Program 181 - 187

Staff recommends the approval of an MOU with the BGCP for the Future Grads High Quality College Success Program at SSFHS, for the 2022-23 school year, as presented to the Board.

c. Approval of the Consolidated Application and Reporting System Spring 2021 and 2022-23 Application for Funding 188 - 191

Staff recommends the approval of the Consolidated Application and Reporting System 2021 Data Collection and 2022-23 application for funding, as presented to the Board.

d. Approval of the Renaissance Learning Agreement Renewal 192 - 198

Staff recommends the approval of the renewal of Renaissance Learning Inc. agreement to provide online instructional support in the areas of reading and math for the 2022-23 school year, as presented to the Board.

3. HUMAN RESOURCES

a. Resolution No. 22-59 for Retired Certificated Teachers to Return Earlier to Serve as Certificated Substitutes 199 - 202

Staff recommends the adoption of Resolution #22-59 to enable recently retired certificated teachers to return earlier than the 180-calendar day separation-from-service requirement to serve as certificated substitutes in SSFUSD.

b. Approval of a Provisional Internship Permit #1 203

Staff recommends the approval of the Provisional Internship Permit for Jonah Cabral, a certificated employee at Westborough MS, to allow this individual to be employed on the basis of the Provisional Internship Permit, as presented to the Board.

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c. Approval of a Provisional Internship Permit #2 204

Staff recommends the approval of the Provisional Internship Permit for Lauren Fox, a certificated employee at Martin ES, to allow this individual to be employed on the basis of the Provisional Internship Permit, as presented to the Board.

4. BUSINESS SERVICES

b. Approval of Montessori Lease Addendum 205 - 206

Staff recommends the approval of the addendum with Mills Montessori to extend their lease agreement for an additional seven years, as presented to the Board.

c. Approval of Denial of Claim 207

Staff recommends the denial of a claim and referral to the District's insurance carrier, as presented to the Board.

d. Resolution No. 22-57 GANN limits 208 -213

Staff recommends the adoption of Resolution #22-57: Certifying the actual Gann Limit for 2021-22 and the estimated Gann Limit for 2022-23.

e. Approval of Professional Services Agreement for Facilities Consulting Services 214 - 227

Staff recommends the approval of the 2022-23 professional services agreement, in an amount not to exceed $48,000, with K12 School Facilities consultant, William Savidge, for Facilities Consulting Services, as presented to the Board.

f. Approval of Change Order #1 to the Tri-Valley Excavating Agreement for the Alta Loma MS Drainage Repairs Project 228 - 237

Staff recommends the approval of Change Order #1 to the Tri-Valley Excavating agreement for the drainage repairs project at Alta Loma MS, as presented to the Board.

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

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

September 22, 2022

- Teaching and learning presentation - Alta Loma MS
- Skyline Middle College Presentation
- Presentation on Fiscal Services Department
- Presentation on suspension/expulsion/police contact data
- Update on enrollment for the 2022-23 school year
- Public hearing and appointment of Personnel Commissioner as Board's representative
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2022-23
- Approval of Migrant Ed MOU
- Resolution for California Week of the School Administrator (October)

October 6, 2022

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

October 20, 2022 - *Community Forum*

- Topic(s) TBD

November 17, 2022

- Teaching and learning presentation - Westborough MS
- Presentation on Assessment/Accountability (CAASPP, CAST)
- Update on Safe School Plans
- Public Hearing on Educator Effectiveness Block Grant

December 15, 2022

- Resolution ratifying November 8 election
- Ceremonial Oath of Office for new Board members
- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Selection of Trustees to District sub-committees/committees
- Teaching and learning presentation - Parkway Heights MS
- Presentation on Performance Management - CTE
- Approval of San Mateo Co. QRIS block grant for 2022-23

- Presentation and approval of First interim budget report “positive certification”
- CSBA Delegate Assembly nomination(s)
- Approval of the Effectiveness Educator Block Grant
- Approval of 2023 Summer School Program

January 19, 2023

- Recognition for outgoing Student Trustee Oller
- Teaching and learning presentation - Monte Verde ES
- Teaching and learning presentation - Junipero Serra ES
- Teaching and learning presentation - Skyline ES
- Presentation on Induction
- Audited actuals report for the fiscal year ended June 30, 2022
- Approval of SARCS
- Williams report for 4th quarter ending 12/31/22
- Resolution honoring African American History Month (February)
- Approval of 2023 Young Audiences Professional Development MOU

February 9, 2023

- Introduction of new Student Trustee Torres
- Teaching and learning presentation - Sunshine Gardens ES
- Presentation on Performance Management - Special Education
- Approval of DTS contract for 2023-24
- Approval of implementation of Science for Scientists for 2023-24
- Update on Governor’s 2023-24 budget proposal

February 23, 2023

- Teaching and learning presentation – Los Cerritos ES
- Teaching and learning presentation – Children’s Center
- Performance Management - English Learners
- Resolution for Women’s History Month (March)
- Resolution for Red Cross Month (March)
- 2023 CSBA Delegate Assembly election
- Approval of declaration of need for fully qualified educators, 2023-24

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

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

The agenda is available for review at the District's website: www.ssfusd.org (Click on *Board, Meetings*).

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: September 8, 2022

RE: Approval of the 2021-22 Unaudited Actuals Financial Report

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BACKGROUND:

At the end of each fiscal year, LEA's must "close the books". This is an accounting process in which the budgetary accounts by fund, by resource code (program) are zeroed out and the actual revenue and expenditure accounts are closed to fund balance. Any excess of revenues over expenditures is added to the fund balance and any excess of expenditures over revenues is deducted from fund balance. This process separates financial transactions by fiscal year and measures the results of operations for that year.

Education Code section 42100(a) states that on or before September 15, the governing board of each school district shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement, along with the statement received pursuant to subdivision (b), with the County Superintendent of Schools. On or before October 15, the County Superintendent of Schools shall verify the mathematical accuracy of the statements and shall transmit a copy to the Superintendent of Public Instruction.

FISCAL IMPLICATIONS:

The Unaudited Actuals financial report includes information on revenues received, expenditures incurred, and the ending balances for all 2021-22 funds.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the 2021-22 Unaudited Actuals financial report.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of August 11, 2022

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

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. To consider the evaluation of performance and discipline/dismissal/release of Certificated personnel in accordance with Government Code Section 54957 (one case).
2. To consider the appointment of one (1) public employee to the position of Principal of Alternative Education, in accordance with Government Code Section 54956.

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

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present Ms. Katrina Oller, Student Board Member - Present
Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Present Mr. Ted O, Assistant Superintendent, Business Services - Present Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

MOTION #12 (Lujan/Hsieh) to approve the appointment of Seema Prasad to the position of Principal of Alternative Education. Motion Carried (Unanimous)

Principal Prasad expressed her deepest gratitude for the opportunity to lead Alternative Education. She has worked in the District for the past 16 years on that campus. She thanked former principals who supported her professional growth and the teachers and staff of Alt. Ed. programs. She acknowledged her husband, children, and family.

F. REVIEW OF AGENDA - No changes

G. PTA COUNCIL REMARKS - None

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - President Heather Burns thanked the new members who have recently joined the District, in an unprecedented first week. She appreciated Dr. Moore and other Cabinet members for meeting with her prior to the start of school and making her feel welcome. She invited Board members to meet with CTA's executive board and herself. "It is an honor to be the voice of the voiceless. This is my opportunity to push our union to be more streamlined and more vocal. We want a salary increase that directly counteracts the hardships of our members. We will wait for the interim reports to come out in order to get the best perspective on the current numbers. We want a contract that is longer than one year. We want Title 1 schools to get the same resources, equipment, libraries, [and] facilities, that other sites get." Ms. Burns encouraged Trustees to visit sites and meet with educators who want to share their experiences with her on Wednesdays. She concluded by saying, "Together, we can make this year the best year ever."

California School Employees Association Chapter 197 - President Jolene Malfatti said she wanted to personally welcome Ms. Burns and let her know she admires her powerful speeches and it that will be a pleasure working with her. She advised that she will be sending out a survey this week for negotiations and will

provide a summary when she has received the answers. "So, I hope everyone had a good start to their new year, and like Heather, I really admire everyone for supporting the students this year..."

I. PERSONNEL COMMISSION - Assistant Superintendent Jay Spaulding reported that the next Commission meeting will take place on August 15, 2022.

J. ITEMS FROM BOARD

Vice President Richardson reported that a meeting was taking place this evening with a public review of the environmental impact report for the proposed 101 So. Produce Avenue interchange project. She encouraged residents to provide their input on this and the many other housing projects being built in the City.

K. SUPERINTENDENT'S REPORT

a. Introduction of Student Trustees and ASB Presidents - Superintendent Shawnterra Moore said she was pleased to introduce Katrina Oller, the ECHS ASB President, who will serve as the Student Trustee this fall, and Tania Torres, the SSFHS ASB President, who will serve as the Student Trustee in the spring. They will both be reporting out on any events for their schools during each Board meeting and also providing the student perspective on issues which arise during the school year. She also thanked them publicly for the very productive and engaging orientation last week, and said she is very much looking forward to working with both of them this year.

b. Welcome Back - Dr. Moore said many Board and Cabinet members had the pleasure of visiting schools yesterday morning. Based on the feedback she has received, "…it was a day filled with smiles, happiness to be back, warmth, and enthusiasm with having staff back for another wonderful year." She shared that she sent a video to families Tuesday afternoon followed by an in-depth letter that evening. "I want to thank families and staff, for such a warm, welcoming inclusive environment for our students and their families. I absolutely believe it is going to be a great year. As we all know, we intend to use the gifts and talents that we have to light up an exciting pathway for our students, so welcome back to everyone."

L. STUDENT TRUSTEE REPORTS

1. Katrina Oller, Fall Student Trustee and ASB President El Camino High School highlighted the following recent and upcoming events at her site: they had a successful freshman orientation where they welcomed the new Class of 2026 with small group activities, a campus tour, and a BBQ; last Friday, ASB hosted a Welcome Back bash for staff and teachers to reconnect with one another and welcome new staff; on Monday, the Senior class had a successful Panda Express takeover with profits being used for their spring

prom; on August 10, the school held a Welcome Back rally with a lot of school spirit which ended with this year's homecoming theme of "Decades" from the 1970s to 2000s; tomorrow, the Junior class will have a drinks fundraiser; on August 19, a Welcome Back dance will be held in the courtyard; and also on August 19, the class of 2023 will celebrate the beginning of the year with a Senior Sunrise; elections for the 2026 Freshman class begin soon and results will be announced on August 29

Ms. Oller spoke about their new Principal, James Briano, "…who strives to improve our school climate…one of his main goals is to prioritize the mental health of everyone on campus, trying to provide ways and resources people can utilize in order to confront any stress and problems they're experiencing both at school and home. We want students to recognize that it is always important to prioritize themselves and their well-being first so they are able to succeed in the future."

She shared one of her goals "…to not only try my best to amplify the voices of my peers, but also provide as many opportunities for our students to express their opinions and feel represented on campus. I know that everyone has their own voice but may not know how to use it, and I want to be able to guide them in a way they can utilize their thoughts so they can be the change they want to see in the world."

2. Tania Torres, ASB President South San Francisco High School said she has been in ASB since her Freshman year and it is an honor to see and experience everything this year will bring. She then shared the following news from her school: ASB training was held in early August when members heard about expectations and plans for this year; Orientation took place on August 4 where students learned of programs, signed up for sports, and connected with their peers and community; the Earth Club has been active this summer maintaining outdoor spaces and working with the Key Club to engage with the community; Students returned to school yesterday and ASB members helped new students make their way around the school; and students are looking forward to see what the Warriors do this year.

   Ms. Torres thanked the Board "…for giving me the space to report on behalf of South City. I'm so grateful, it's been a dream of mine, and can't wait to see what this year brings."

M. PUBLIC COMMENTS - None

N. INFORMATION ONLY PRESENTATION

1. EDUCATIONAL SERVICES

a. Summer School

Assistant Superintendent Keith Irish thanked all the 2022 summer school administrators who presented information on the various District programs offered this year. He also thanked the summer school program leaders, Dr. Marianne Hew, Dr. Marcos Garcia, and Assistant Director Brooke Crosby, who oversaw the summer programs and worked with the school leaders.

Overview
- 6 programs
- 5 campuses with in-person instruction
- 228 teachers, staff, and administrators
- 1,338 students (due to staffing challenges, this number was less than the students they hoped to serve)
- 18,818 meals served to students

Programs
SSFUSD summer school programs covered the range from pre-school through adult with the Big Lift Inspiring Summers (BLIS), Extended School Year (ESY), Elevate Math, Elevate Computer Science Institute, STEAM Academy, and High School Credit Recovery.

BLIS Program
The program was held at Los Cerritos ES with 180 students and at Spruce ES with 165 students. Big Lift Leader Jonathan Covacha oversaw both programs. Jackie Cedillos served as the Los Cerritos ES Big Lift Principal with Julia McCarron as the Assistant Principal. Megan Miller worked as the Spruce ES Big Lift Principal with Michael Pilacik as the Assistant Principal. The District's continuing partnerships with the County of San Mateo, Silicon Valley Community Foundation, County of San Mateo Office of Education, San Mateo County libraries, BellXcel, and Measure K made the program possible. Each site had approximately 40 staff members and there were always two adults per 15 students. Each site had three adults, two Academic Coaches and one County Library Coach. The ADA throughout the program was maintained above 90% at both locations. Both sites had 24 scholars and the majority of them showed improvements in the STAR assessments. The Academic Coaches followed 12 third grade students at each site who were reading and performing at a first grade level. A majority of these scholars were able to improve a half or even a whole grade level.

The days were split into Academic Mornings with a focus on literacy and math while Enrichment afternoons focused on STEM activities. Each morning, community time was spent going over announcements and establishing the core values for the week which included student voice and participation. The critical importance of BLIS was implementing activities to help build community and connectedness

Students engaged with the core values and themes for the week and enjoyed virtual assemblies such as dental visits, spirit days, and health and wellness assemblies. These activities helped with social emotional well-being and student connectedness, and care for their community.

Extended School Year (ESY) Program

Brooke Crosby, Assistant Director of SpEd led a team of 22 teachers, 60 support staff, 3 therapists, 4 behaviorists, and 6 other specialists.

ESY services are designed for students with IEPs who require specialized academic instruction to mitigate atypical regression and recoupment over the summer break. The goal of ESY is to provide students with explicit instruction and practice around goal maintenance in relation to the students' of IEPs. 185 students, 30 more than last year, were served this year at six campuses.

ESY programming also focused on sensory regulation and cooperative learning experiences implemented in a safe manner during COVID. As a way to promote consistent behavior support at school and at home, four board certified behavior analysts worked with the District to provide support in classrooms with behavior strategies that can be utilized at home and at school. This helped teachers acclimate themselves quickly for strategies of individual students in response to any specific behavior concerns in the classroom. In addition to teachers and paraprofessionals, they also had staff school psychologists, speech and language specialists, occupational therapists, and physical therapists. These services were available for students at each school that they attended in relation to the needs of the students delineated on their IEPs. She said that SpEd services are varied, depending upon the needs of students receiving services. ESY offered a way to integrate students who had not yet returned to in-person learning so they would receive their services in relation to educational benefit. But the plan to return to in-person learning was sometimes daunting for the families that have immune-suppressed students. The experiences during ESY provided a foundation for these students to transition back to the sites.

At the Baden HS ESY program, one therapeutic classroom student was able to complete their credits and graduate this summer. In the Adult Transition classroom, the focus was on time and money. Those students took several field trips to McDonalds and practiced how to use money. In addition, they learned to sew and make strawberry jam (which was gifted to the Trustees).

Elevate Math and Computer Science Institute Program

This virtual program was led by Administrator Kimberly Moss and Coordinator Giulia Travostino. 263 math students from 3rd to 9th grade were served. There was an ADA of 94%, which was excellent.
This program serves those students that are not meeting or barely meeting standard and is a way for them to get a leg up in their next math course, where they will get front loaded on a few key concepts they will come in contact with. A CSI program in collaboration with the Silicon Education Foundation targets students at or above standard to engage in science with coding and designing games. This program focused on the growth mindset and college and career readiness lessons, even with young students. There were virtual college and career field trips. Since this was an online program, there were several Nearpod lessons which utilized Google classroom and Zoom. The students had a great time based on their feedback.

The computer science program was conducted in-person at Parkway Heights MS. Some of the computer projects students worked on included assembling a micropet dog and a flower which was programmed to open and close.

STEAM Academy

The administrative team was co-led by Principals Genevieve Chan and Jennifer Rosse, and Miranda Hahn, Assistant Principal. The Young Audiences leadership team consisted of Michelle Holdt, John Alecca, and Christell Lewis. 156 4th through 8th graders were served by 25 teachers, artists, and support staff members. There was an ADA of 92.1%. The two different STEAM curricula were ENGIE, the science program used to engage the students in activities revolving around the theme of energy and the arts curriculum with different visual and performing arts based on grade level.

The very hands-on science projects focused on mobile making, solar cars, energy housing, solar ovens, circuit kits, and wire mazes. Artists had different expertise with street/graffiti art, break/hip-hop dancing, poetry, and music/drumming. Teachers worked with the visual artists to integrate science into lessons. Students were communicating, collaborating, and had a great time. There was a lot of art in the science and science in the art. A website was built that has a full gallery walk culminating in a showcase of projects.

High School Credit Recovery/Enrichment Program

This program was led by Chris Laveglia and Gena Sands, Principals, and Espie Flores, Assistant Principal. 13 teachers provided instruction to 325 credit recovery students earning credit to stay on a graduation path and 6 senior summer school students who finished 10 or fewer credits to earn their diploma. ECHS, SSFHS, and Baden HS were served. 41 students who missed more than two days or had more than

six tardies, were dropped from the program. Administrators met with students who were struggling before the end of the session to discuss their future plans and transitioning back to the school year. Geometry was completed through Edgenuity due to a lack of available, qualified staff. 26 English Language Learners earned Health credit, while 13 earned development credit to continue their path toward fluency. A graduation ceremony was held on July 15 for the students who completed their graduation requirements.

Dr. Hew concluded the presentation by acknowledging the hard work of the summer school leadership team. Staff had to be nimble and flexible and site leaders were adaptable and creative in supporting all the program students.

Trustee Murray thanked the program participants for their amazing work which was appreciated by parents and families in the District. She attended the BLIS closing ceremonies virtually. She acknowledged the hard work students put in to graduate at the end of the summer.

Trustee Hsieh said she appreciates the great work in serving about 20% of the student population during six or eight weeks in the summer with a skeleton crew. The program success was evident in the photos of students learning. She noted that learning is a journey and not an ending point and recognized the hard work in helping the high school credit recovery students complete their journey.

Trustee Lujan praised the summer school administrators. “The summer was clearly very engaging across all grade levels and that is thanks to you and the teams that you worked with and led, so thank you for the difference you made for our students and our families.”

Vice President Richardson thanked the summer school administrators for showing what goes on in summer school. She also thanked Drs. Hew and Garcia for their efforts and dedication. She attended the graduation ceremony and was thrilled because it shows the work administrators and students put in. She asked what happens to the 41 students who did not graduate. Dr. Hew clarified that it is not that they did not graduate, but rather, they were dropped from the summer program due to attendance issues. With the accelerated summer schedule, missing one day equates to missing one week which is too challenging for them to pass the class. Therefore, they will try again during the regular school year. Dr. Hew said, “…our high schools have a number of different options to provide students with opportunities to take…credit recovery courses through Edgenuity or enroll in the class again, and we're working with our school site team on creative ways to do that.”

President Baker thanked the entire team and said it is always great

when they all present the summer school. He acknowledged that as a parent of a student with an IEP who went through ESYs, they were a key factor is his son's graduation and keeping him on track. He thanked the teachers and staff at the STEAM Academy and said, in doing his due diligence, he would speak with Dr. Moore about their Engie curriculum since this is the same company that provides the District's solar panels.

O. PRESENTATION WITH POTENTIAL ACTION - None

P. CONSENT AGENDA

MOTION #13 (Murray/Lujan) to approve Item 1a, Minutes to the special Board meeting, July 14, 2022; Item 1b, Minutes to the regular Board meeting, July 14, 2022; Item 1c, Minutes to the special Board meeting, July 16, 2022; Item 1d, Letter of support for AB 1919; Item 2a, PHMS ASB students and staff to attend leadership workshop in Anaheim, CA: Item 2b, PHMS staff to attend the CADA conference in San Diego, CA; Item 2c, SSFHS students and parents to travel to Europe; Item 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Purchase Order Listing, June 1 - 30, 2022; Item 4b, Warrant Register, June 1 - 30, 2022; Item 4c, Cash Receipts, June 1 - 30, 2022; Item 4d, Gifts to the District, July 2022; Item 4f, 2022-23 fundraising events; Item 4g, Professional service agreements under $25,000. Motion Carried. (Unanimous)

PUBLIC HEARING

a. Sufficient student textbooks/instructional material

A Public Hearing, in accordance with California Education Code Section 60119 and SB 550, provided an opportunity for members of the public to comment on the sufficiency, appropriation, and disbursement of instructional materials throughout the District.

The Board meeting was suspended to open a public hearing at 7:52 p.m.

No public comments were made.

The public hearing was closed and the Board meeting resumed at 7:53 p.m.

ACTION

1. ADMINISTRATION

a. Resolution No. 22-54 for Attendance Awareness Month

Board Clerk Daina Lujan read the resolution.

MOTION #14 (Murray/Richardson) to adopt Resolution #22-54: Recognizing Attendance Awareness Month and supporting activities to increase awareness of the importance of daily attendance. (AYES: Student Trustee Oller, Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Approval of District's Updated Board Policies

President Baker said he and Dr. Hsieh were on a previous bylaws committee and the District is slowly getting caught up on the changes. As their reviewed the bylaws, very minor changes were included in the proposals.

Vice President Richardson inquired about a second reading. President Baker said the motion includes the waiver of a second reading.

MOTION #15 (Murray/Lujan) to approve the District's updated Board Policies listed below and waive a second reading. (AYES: Student Trustee Oller, Baker, Hsieh, Lujan, Murray; NOES: None; ABSTAIN: Richardson). Motion Carried on a 4-0-1 vote.

1. BP 0470 - COVID-19 Mitigation Plan
2. BP 1313 - Civility
3. BP 3511.1 - Integrated Waste Management
4. BP 3516.5 - Emergency Schedules
5. BP 4131 - Staff Development
6. BP 4141, 4241 - Collective Bargaining Agreement
7. BP 5141.4 - Child Abuse Prevention and Reporting
8. BP 6120 - Response to Instruction and Intervention
9. BP 6164.4 - Identification and Evaluation of Individuals for Special Education
10. BP 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School
11. BP 6164.5 - Student Success Teams

c. Approval of Updated SSFUSD Governance Handbook

Dr. Hsieh said she really appreciated the training and governance handbook review, which is important for all the Trustees as well as Superintendent Moore. They learn now to work with each other, be a

better Board, and a stronger team with the superintendent leading them. “And therefore, we are a team that can function efficiently and effectively to serve our students, teachers, staff, and community.” She said it was a great form of collaboration to understand one another and agree to disagree.

Trustee Murray agreed with Dr. Hsieh and said the collaboration is key and helps to give them a means to resolve problems that come before the Board.

MOTION #16 (Lujan/Murray) to approve the SSFUSD Governance Handbook, which was updated at the July 16, 2022 Board workshop. Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Resolution No. 22-55 for Confirmation of Sufficient Student Textbooks/Instructional Materials

MOTION #17 (Lujan/Hsieh) to adopt Resolution #22-55: To confirm and certify that the District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. (AYES: Student Trustee Oller, Baker, Hsieh, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Approval of an Agreement with NEWSELA to Provide Online Services

Trustee Murray shared that based on mediabiasfactcheck.com, NEWSELA’s reporting is very factual. She appreciates providing the students with this fact based news source.

MOTION #18 (/Murray/Hsieh) to approve an agreement with NEWSELA, an instructional online tool/platform featuring articles on current events to support relevant curriculum in the 2022-23 school year. Motion Carried. (Unanimous)

c. Approval of a New/Existing Course Implementation and a Revised Course Implementation

MOTION #19 (/Murray/Hsieh) to approve the existing course, Controversial Issues in Society, for continued implementation at ECHS and SSFHS as well as the revised course, Biotech 5 and 6 with Honors, for implementation at SSFHS in the 2022-23 school year. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

a. Approval of Swing Education Memorandum of Understanding (MOU)

MOTION #20 (Lujan/Hsieh) to approve the Swing Education MOU to provide the District with an additional pool of certificated substitutes on an as needed basis for the 2022-23 school year. Motion Carried. (Unanimous)

b. Approval of Scoot Education Memorandum of Understanding (MOU)

MOTION #21 (Murray/Hsieh) to approve the Scoot Education MOU to provide the District with an additional pool of certificated substitutes on an as needed basis for the 2022-23 school year. Motion Carried. (Unanimous)

c. Approval of a Variable Term Waiver #1 through #6

President Baker combined Items c. through h. with one motion for approval.

Trustee Lujan thanked Human Resources for being creative and ensuring the District is staffed this year.

MOTION #22 (Lujan/Hsieh) to approve the Variable Term Waivers for the following six certificated employees: Tiffany Tan at ECHS, Ana Aquino at Hillside Preschool, Margaret Lee in Special Education, Lilian Mangubat at Junipero Serra ES, Faride Bustios at Hillside Preschool, and Julian Espirtu at Adult Education. Motion Carried. (Unanimous)

4. BUSINESS SERVICES

a. Approval of Agreement with Canon Solutions America, Inc. for Managed Print Services

MOTION #23 (Hsieh/Lujan) to accept an agreement with Canon Solutions America, Inc. for automated ordering and delivery of toner cartridges to significantly reduce the District's toner costs. Motion Carried. (Unanimous)

b. Approval of SSFHS Baseball Fencing Project Close Out

Vice President Richardson asked for an update on this project since balls were still going through the previous netting. Assistant

Superintendent Ted O replied that new, much higher poles with netting have been installed, which should capture most of the balls. She inquired how many feet were added to make sure the balls will not go over it. He said the architect designed the netting based on standards they use to identify the required height. Vice President Richardson expressed an interest in walking the site to see the netting. President Baker said he would also like to see it and noted that the fence is now much taller. Mr. O will arrange for a tour with the Facilities Director, Wazi Chowdhury.

MOTION #24 (Hsieh/Lujan) to approve the authorization for District staff to execute and file the Notice of Completion for the SSFHS baseball fencing phase 2 project. Motion Carried. (Unanimous)

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

President Baker encouraged his fellow Board members to begin thinking of topics for the Community Forum.

September 8, 2022

- Teaching and learning presentation - Ponderosa ES
- Presentation and approval of year end unaudited actuals
- Renaissance Learning agreement renewal for 2022-23
- InClassToday agreement renewal for 2022-23
- Addendum to the Mills Montessori lease agreement for 2022-23
- Discussion of October 20 Community Forum topic(s)
- Appointment of Personnel Commissioner as Board's representative
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Resolution on GANN limit

September 22, 2022

- Teaching and learning presentation - Alta Loma MS
- Presentation on Fiscal Services Department
- Update on enrollment for the 2022-23 school year
- Public hearing and appointment of Personnel Commissioner as Board's representative
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2022-23
- Approval of Migrant Ed MOU
- Resolution for California Week of the School Administrator (October)

October 6, 2022

- Teaching and learning presentation - Buri Buri ES
- Williams report for 3rd quarter ending 9/30/22
- Update on OpTerra Energy solar savings

- Resolution honoring Native American Heritage Month (November)
- Approval of Local Indicators
- Approval of ESSER III Expenditure Plan for 2023-24

October 20, 2022 - *Community Forum*

- Topic(s) TBD

November 17, 2022

- Teaching and learning presentation - Westborough MS
- Presentation on the Nutrition Services Department
- Update on Safe School Plans
- Public Hearing on Educator Effectiveness Block Grant

December 15, 2022

- Resolution ratifying November 8 election
- Ceremonial Oath of Office for new Board members
- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Selection of Trustees to District sub-committees/committees
- Teaching and learning presentation - Parkway Heights MS
- Presentation on Performance Management - CTE
- Approval of San Mateo Co. QRIS block grant for 2022-23
- Presentation and approval of First interim budget report "positive certification"
- CSBA Delegate Assembly nomination(s)
- Approval of the Effectiveness Educator Block Grant
- Approval of the 2023 Summer School Program

January 19, 2023

- Recognition for outgoing Student Trustee Oller
- Teaching and learning presentation - Monte Verde ES
- Presentation on Performance Management - Special Education
- Audited actuals report for the fiscal year ended June 30, 2022
- Approval of SARCS
- Williams report for 4th quarter ending 12/31/22
- Resolution honoring African American History Month (February)

February 9, 2023

- Introduction of new Student Trustee Torres
- Teaching and learning presentation - Sunshine Gardens ES
- Presentation on Genentech and Science
- Update on Governor's 2023-24 budget proposal

SUMMARY OF BOARD DIRECTIVES - None

GOOD AND WELFARE

Trustee Murray reported that she attended the Summer School graduation, participated in the Board self-evaluation, Zoomed the two BLIS closing ceremonies, the New Teacher Welcome/Orientation, the District's Welcome Back, and the City Subcommittee meeting, which she thought ran smoothly. She welcomed back all the teachers, staff members, and families. She hoped everyone had a great summer. On the first day of school, she visited eight sites. Trustee Murray said it feels like the pandemic is almost behind us and she loved seeing the kids coming onto campuses. She congratulated Ms. Prasad and Ms. Burns and wished everyone a great school year.

Trustee Hsieh said she appreciated her fellow Board members who filled in for her when she was not able to visit sites on the first day of school.

Vice President Richardson reported that she also Zoomed the New Teacher Welcome/Orientation and was able to listen to what teachers are going through. Since most everything is now technology-based, there was a lot training. She attended a conference in Los Angeles for leadership training, where Trustees around the State related their experiences during the pandemic. After hearing of others' hardships during COVID, she "…came back with a different attitude that I'm more aware about how great we are here as a Board. We may have some ups and downs, but…there is a lot of strife and people …sometimes take it out on their local school boards." Vice President Richardson, along with Trustee Murray, attended National Night Out. Some parents are still home schooling their children and she spoke to them about the advantages of TK classes. She is interested in hearing how the SLO program is going in the schools. At last night's City Council meeting, a discussion of an item on the ballot took place and speakers mentioned SSFUSD specifically as it will benefit our students.

Trustee Lujan enjoyed the highly collaborative City Subcommittee this week. She also attended the Welcome Back meeting and appreciated Dr. Moore's and President Baker's comments and those of the other speakers which were uplifting and heartwarming. On the first day of school, she started her visits at Monte Verde ES where she dropped off treats and cards on behalf of the Board that wished everyone a wonderful new school year. She then visited three other sites and liked seeing the students returning to school. "Everyone seems so happy to be back, both parents and students, and it just feels like this year is starting in a different way, and I look forward to building on the positive momentum."

President Baker acknowledged the productive City Subcommittee meeting. He visited Alta Loma MS and Los Cerritos ES on the first day of school. He invited members of the public to attend the naming of the Community Learning Center tomorrow, in honor of former SSFHS teacher Gene Mullin's contributions to both the City and the District. For the audience members, teachers, staff, and students, he said "…it been a tough three years of the status quo being continually upended, still not quite as it was, but we've got this and you've got this, so best of luck in the new school year."

ADJOURNMENT - **8:20 p.m.**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Special Meeting of August 19, 2022

OPEN SESSION – 8:31 a.m.

A. CALL TO ORDER

B. ROLL CALL

Board Members:	Mr. John Baker - Present Dr. Chialin Hsieh - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Absent Ms. Katrina Oller, Student Board Member - Excused
Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Excused Mr. Ted O, Assistant Superintendent, Business Services - Present Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present

Trustee Patricia Murray joined the meeting at 8:32 a.m.

C. PLEDGE OF ALLEGIANCE

At this point President John Baker asked Trustee Daina Lujan to assume the chair for the balance of the meeting.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. PUBLIC COMMENTS - None

ACTION

1. ADMINISTRATION

a. Adoption of Resolution #22-58

MOTION #25 (Baker/Hsieh) to adopt Resolution #22-58 finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, SSFUSD in-person Board meetings would present imminent risks to the health or safety of attendees. (AYES: Baker, Hsieh, Lujan, Murray; ABSENT: Richardson; NOES: None). Motion Carried. (Unanimous)

2. BUSINESS SERVICES

a. Approval of Award of Contract for a Pedestrian Bridge and Accessibility Projects at El Camino High School

MOTION #26 (Murray/Hsieh) to approve the award of contract to Bana Construction, Inc., in the amount of $512,000, for the construction of the ECHS Pedestrian Bridge and Accessibility Project. (AYES: Baker, Hsieh, Lujan, Murray; ABSENT: Richardson; NOES: None). Motion Carried. (Unanimous)

ADJOURNMENT - **8:34 a.m.**

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: September 8, 2022

RE: Approval of the Child Care Careers Contract for 2022-23

BACKGROUND:

A Child Development Services agreement, for 2022-23, is a collaboration between the Child Care Careers (CCC) and the District's Child Development Program. The CCC service provides qualified Early Childhood teacher and paraprofessionals with the proper Early Childhood Education (ECE) permits to substitute upon arrangement. The contract period shall be July 1, 2022 through June 30, 2023.

FISCAL IMPLICATIONS

The agreement in the amount of $50,000 will be funded by the Child Development Program, Fund 12.

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Child Care Careers contract for the fiscal year of 2022-23.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street
South San Francisco, CA 94080

REQUEST TO HIRE INDEPENDENT CONTRACTOR / CONSULTANT

To: Assistant Superintendent
Business Services

DATE: 6/24/2022

FROM: Eric Claybon

SITE / DEPARTMENT: Child Development program

Contractor: Child Care Careers

Tax ID Number: _____

Address: 2000 Sierra Point Parkway, Suite 702

Phone: (877) 222-6070

City, State, Zip: Brisbane, Ca 94005

Email: _____

Area of expertise: Providing permitted Child Care staffing, Substitutes with ECE units.

Services to be Provided: Providing teachers and paraprofessionals with the proper permits to cover preschool classrooms

Dates of Services: Commencing: 7/1/2022 Ending: 6/30/2023

Total Fee: 50,000

Categorical Funding?: _____Yes _____No

If yes, page of SPSA: _____

Budget %: _____

Budget: 12-6105-0-8535-1000-2140-045-835

Budget %: _____

Budget: 12-9010-0-8533-1000-2140-045-833

Eric Claybon 6/24/2022
Administrator Date

_____
District Office Approval Date

For District Use Only

ENTERED
27
JUN 22 2022
BY: _____

Contract Packet sent to Applicant _____ Date

Cabinet Approved _____ Date

Submitted to Board of Trustees on _____ Board Meeting Date

___Approved ___Rejected

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES
Ted O, Assistant Superintendent
398 B Street, South San Francisco, CA 94080-4423
(650) 877-8707 / Fax (650) 866-4719

PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTOR / CONSULTANT

This Agreement ("Agreement"), made this 24 day of June, 2022, by and between the South San Francisco Unified School District of San Mateo County, a subdivision of the State of California ("District") and Child Care Careers, a duly qualified consultant ("Consultant").

District and Consultant hereby agree as follows:

1. Scope and Description of Services:

   (Attach additional pages if necessary, note any attachment)

2. Agreement Documents:
   The Agreement documents consist of the Agreement for Consultant Services, the following General Provisions, any attachments, a completed W-9 (Attachment A), and completed insurance forms.

3. Compensation:
   For the full performance of this agreement, District shall pay the Consultant:

   Consultant's Total Fee: Up to $50,000

   Expenses not to exceed (if any):$_____

Note: Request for payment must be submitted to the District on the itemized Request for Payment – Professional Services Form (Attachment B).

4. Term of Agreement:
   The term of this Agreement shall be from 7/1/2022 to 6/30/2023 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above. No Agreement is valid until approved by the Board of Trustees.

South San Francisco Unified

_____
Superintendent/Designee

Date of Board Approval: _____

Consultant

_____
Name/Title

_____

GENERAL PROVISIONS

1. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant here by warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

2. Status of Consultant: the parties intend that consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, workers' compensation plan, insurance, bonus or similar benefits District provides its employees.

3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code Section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.

4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive Agreement requirements. Failure of the consultant to secure proper authorization for extra work shall constitute a waiver of any and all rights to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

5. Nondiscrimination: Consultant shall comply with all applicable federal, state and local laws rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

6. Transfer of Rights: Consultant assigns to District all rights throughout the work in perpetuity in nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such action as are necessary to protect the rights assigned to "District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's

responsibilities under this Agreement include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of all design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

   (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitations, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these Agreement documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

   (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance, including but not limited to: general liability, automobile liability, and professional liability coverage in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision (Section 8) above. **In addition, Consultant shall provide proof of coverage as specified below.**

   (a) __*Required* / __*Not Required*: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "this policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District." (Note: Consultant is not entitled to coverage by District workers' compensation regardless whether policy is required).

   (b) __*Required* / __*Not Required*: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

   (c) __*Required* / __*Not Required*: Automobile liability insurance covering bodily injury and property damage in an amount no less than $300,000 combined

single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) __*Required* / __*Non Required*: Professional Liability (errors and Omissions) Insurance for all activities of the consultant arising out of or in connection with this Agreement in an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(e) Each general liability, automobile liability, and professional liability insurance policy, shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(f) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance required above, the same shall be deemed a material breach of Agreement. District, at its sole option may terminate this Agreement and obtain damages from the Consultant resulting from the breach. District may purchase such required insurance, and without further notice to Consultant, deduct from sums due to Consultant any costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
ATTN: Accounts Payable

Consultant:	Child Care Careers
Address:	2000 Sierra Point Parkway, Suite 702
City/State/Zip:	Brisbane, Ca 94005
Phone:	(877) 222-6070
Fax:	
Email:	www.ChildCareCareers.net

And when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) District may terminate this Agreement by giving ten (10) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Security: By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the

circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

__are subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (b) below, is applicable.

__are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph © below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that:

(1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1.
(2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony.
(3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony.
(4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site:

(1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site.
(2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site.
(3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office.
(4) Consultant and "consultant's employees shall not use student restroom facilities.
(5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact

the school office and request that a member of the school staff be assigned to the work location.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend performance for which the agreed return has not been received.

14. Taxes, Disclosures, and Expenses: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. District will not withhold or set aside any money on behalf of consultant for federal, state, or social security tax, or unemployment or disability insurance or any other federal or state fund whatsoever. In case District is audited for compliance regarding any applicable taxes, consultant agrees to furnish District with proof of payment of taxes on those earnings.

    Consultant agrees to disclose to District if he/she is a retired or current member of STRS or PERS and to disclose to District if he/she is receiving retirement income from either STRS or PERS.

    Consultant shall be responsible for all costs and expenses incident to the performance of services, including but not limited to: equipment, supplies, fees, fines, licenses, bonds, or taxes required of or imposed against Consultant. District shall not be responsible for any expenses incurred by Consultant except as provided in Section 3 of this Agreement.

    Note: Federal Internal Revenue regulations require District to report all payments to individuals for consultant services.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of San Mateo, California, and no other place.

17. Merger: This writing is intended both as a final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the

other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or a subsequent breach of the same or any other term or promise contained in this Agreement.

21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street
South San Francisco, CA 94080

REQUEST TO HIRE INDEPENDENT CONTRACTOR / CONSULTANT

To: Assistant Superintendent
Business Services

DATE: 6/24/2022

FROM: Eric Claybon

SITE / DEPARTMENT: Child Development program

Contractor: Child Care Careers

Tax ID Number: _____

Address: 2000 Sierra Point Parkway, Suite 702

Phone: (877) 222-6070

City, State, Zip: Brisbane, Ca 94005

Email: _____

Area of expertise: Providing permitted Child Care staffing, Substitutes with ECE units.

Services to be Provided: Providing teachers and paraprofessionals with the proper permits to cover preschool classrooms

Dates of Services: Commencing: 7/1/2022 Ending: 6/30/2023

Total Fee: 50,000

Categorical Funding?: _____Yes _____No

If yes, page of SPSA: _____

Budget %: _____

Budget: 12-6105-0-8535-1000-2140-045-835

Budget %: _____

Budget: 12-9010-0-8533-1000-2140-045-833

Eric Claybon 6/24/2022
Administrator Date

_____
District Office Approval Date

For District Use Only

ENTERED
27
JUN 27 2022
BY: _____

Contract Packet sent to Applicant _____ Date

Cabinet Approved _____ Date

Submitted to Board of Trustees on _____ Board Meeting Date

___Approved ___Rejected

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES
Ted O, Assistant Superintendent
398 B Street, South San Francisco, CA 94080-4423
(650) 877-8707 / Fax (650) 866-4719

PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTOR / CONSULTANT

This Agreement ("Agreement"), made this 24 day of June, 2022, by and between the South San Francisco Unified School District of San Mateo County, a subdivision of the State of California ("District") and Child Care Careers, a duly qualified consultant ("Consultant").

District and Consultant hereby agree as follows:

1. Scope and Description of Services:

   (Attach additional pages if necessary, note any attachment)

2. Agreement Documents:
   The Agreement documents consist of the Agreement for Consultant Services, the following General Provisions, any attachments, a completed W-9 (Attachment A), and completed insurance forms.

3. Compensation:
   For the full performance of this agreement, District shall pay the Consultant:

   Consultant's Total Fee: Up to $50,000

   Expenses not to exceed (if any):$_____

Note: Request for payment must be submitted to the District on the itemized Request for Payment – Professional Services Form (Attachment B).

4. Term of Agreement:
   The term of this Agreement shall be from 7/1/2022 to 6/30/2023 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above. No Agreement is valid until approved by the Board of Trustees.

South San Francisco Unified

_____
Superintendent/Designee

Date of Board Approval: _____

Consultant

_____
Name/Title

_____

GENERAL PROVISIONS

1. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant here by warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

2. Status of Consultant: the parties intend that consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, workers' compensation plan, insurance, bonus or similar benefits District provides its employees.

3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code Section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.

4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive Agreement requirements. Failure of the consultant to secure proper authorization for extra work shall constitute a waiver of any and all rights to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

5. Nondiscrimination: Consultant shall comply with all applicable federal, state and local laws rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

6. Transfer of Rights: Consultant assigns to District all rights throughout the work in perpetuity in nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such action as are necessary to protect the rights assigned to "District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's

responsibilities under this Agreement include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of all design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

   (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitations, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these Agreement documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

   (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance, including but not limited to: general liability, automobile liability, and professional liability coverage in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision (Section 8) above. **In addition, Consultant shall provide proof of coverage as specified below.**

   (a) __*Required* / __*Not Required*: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "this policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District." (Note: Consultant is not entitled to coverage by District workers' compensation regardless whether policy is required).

   (b) __*Required* / __*Not Required*: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.

   (c) __*Required* / __*Not Required*: Automobile liability insurance covering bodily injury and property damage in an amount no less than $300,000 combined

single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) __*Required* / __*Non Required*: Professional Liability (errors and Omissions) Insurance for all activities of the consultant arising out of or in connection with this Agreement in an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(e) Each general liability, automobile liability, and professional liability insurance policy, shall be endorsed with the following specific language:

(1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(f) Documentation: The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

(g) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach: If Consultant, for any reason, fails to maintain insurance required above, the same shall be deemed a material breach of Agreement. District, at its sole option may terminate this Agreement and obtain damages from the Consultant resulting from the breach. District may purchase such required insurance, and without further notice to Consultant, deduct from sums due to Consultant any costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
ATTN: Accounts Payable

Consultant:	Child Care Careers
Address:	2000 Sierra Point Parkway, Suite 702
City/State/Zip:	Brisbane, Ca 94005
Phone:	(877) 222-6070
Fax:	
Email:	www.ChildCareCareers.net

And when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) District may terminate this Agreement by giving ten (10) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Security: By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the

circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

__are subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (b) below, is applicable.

__are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph © below, is applicable.

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(1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1.
(2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony.
(3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony.
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(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site:

(1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site.
(2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site.
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the school office and request that a member of the school staff be assigned to the work location.

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    Consultant agrees to disclose to District if he/she is a retired or current member of STRS or PERS and to disclose to District if he/she is receiving retirement income from either STRS or PERS.

    Consultant shall be responsible for all costs and expenses incident to the performance of services, including but not limited to: equipment, supplies, fees, fines, licenses, bonds, or taxes required of or imposed against Consultant. District shall not be responsible for any expenses incurred by Consultant except as provided in Section 3 of this Agreement.

    Note: Federal Internal Revenue regulations require District to report all payments to individuals for consultant services.

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16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of San Mateo, California, and no other place.

17. Merger: This writing is intended both as a final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the

other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or a subsequent breach of the same or any other term or promise contained in this Agreement.

21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

James Briano, Principal, El Camino High School

DATE: September 8, 2022

RE: Approval of Permission for El Camino High School Students to Attend the Junior/Senior Prom at the Asian Art Museum in San Francisco.

BACKGROUND:

The purpose of this event on April 15, 2023 is to provide students with an evening dedicated to commemorate the closure of Junior and Senior year and give students the opportunity to participate in a formal event. The Senior class advisors Ms. Martha Aristakessian and Mr. Brian Hamilton, Junior class advisors, Mr. Michael Gassaway and Ms. Sinead Nelson, along with ECHS administration and campus security will accompany/chaperone roughly 600 students at the Asian Art Museum. Prom bid sales will be held from February 15 through March 17 or until bids sell out and the Junior/Senior Office has reached maximum capacity for the event starting at $140 for a single bid. The price will increase starting March 8, reaching a maximum of $150. Elected Sophomore and Junior officers for next school year will be supervised by their advisors as they work on details of the event such as check-in and coat check. Students, staff, and outside vendors hired by the Junior/Senior officers will be setting up at 5:00 pm. The students will be able to enjoy the evening with dinner, dancing, and photos.

FISCAL IMPLICATIONS:

All event expenses will be financed by the sale of prom bids by the Junior/Senior offices and fundraising efforts at school sporting events and restaurant takeovers coming from the Junior and Senior class accounts. The cost of attending the Junior/Senior Ball will be paid by each student who wishes to attend.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for Junior and Senior El Camino High School students to attend the Junior/Senior Ball at the Asian Art Museum in San Francisco on April 15, 2023, from 7:00 to 11:00 p.m.

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: September 8, 2022

RE: Approval of 2022-23 Sustainable Future Outdoor Academy (SFOA) Agreement for Two Field Trips on October 4 and 6, 2022

BACKGROUND:

The Sustainable Future Outdoor Academy (SFOA) offers a "**Green Career Food Supply Field Trip Program**". An agreement between SFOA and SSFUSD would provide for 80 ECHS students and 8 adult chaperones/teachers/staff within SSFUSD to attend two separate field trips on October 4 and October 6, for a total of 88 students/staff. These two field trips will consist of visiting 4 locations, Pillar Point Harbor, Ouroboros Farm both in HMB, POST Farm and Harley Farm both in Pescadero, California.

SSFUSD will provide COVID protocols for staff and students, and passengers will wear suitable COVID masks while on the bus. SFOA will provide one adult Green Career Mentor for each team of 8-10 students, SSFUSD will arrange and cover all cost of the bus transportation.

SFOA shall provide Liability, Property Damage and Workers Compensation during the life of this agreement.

FISCAL IMPLICATIONS:

The cost for each student and chaperone is $150 per person. SSFUSD will be invoiced by SFOA for a total amount not to exceed $13,200 for 80 students and 8 chaperones attending the two field trips. The cost of round trip transportation via bus will not exceed $8000 over the two days. Strong Workforce grant funds will cover the cost of all charges, which total $21,200.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement between SFOA and SSFUSD for ECHS students and chaperones to attend two field trips on October 4 and October 6, 2022.

THIS AGREEMENT, made and entered into this ___ day of August, by and between Sustainable Future Outdoor Academy, hereinafter called "SFOA", and South San Francisco Unified School District, hereinafter called "SSFUSD."

IT IS AGREED that SFOA for and in consideration of the covenants, conditions, agreements and stipulations of SSFUSD hereinafter expressed does hereby agree to furnish to SSFUSD services and materials as follows and/or as described on exhibits attached to and incorporated herein and thereby made part of this Agreement.

SFOA will provide to SSFUSD the following materials and/or services: See Exhibit A.

CONTRACT PERIOD will be from October 1st, 2022 to October 31st, 2022 unless terminated earlier under the terms of the Agreement. The Agreement for services as described in Exhibit A is for one (1) month.

COMPENSATION AND PAYMENT SCHEDULE: SSFUSD will pay SFOA for materials and services as described in Exhibit A and Exhibit B and upon receipt of approval of invoices when submitted. SSFUSD will pay SFOA for services performed herein a per-attendee fee of One Hundred and Fifty Dollars ($150) for each SSFUSD associated Student or Chaperone who attends SFOA programming, hereinafter called "Field Trips" or "Sessions", for each Field Trip that occurs during the contract period. SSFUSD reserves the right to withhold payment if SSFUSD determines that the quantity or quality of the work performed is unacceptable.

Payments are to be sent to:
Philanthropic Ventures Foundation

Attn. Dawn Hawk

1222 Preservation Park Way
Oakland, CA 94612-1201
Dhawk@venturesfoundation.org

Deposit into: SFOA Account

Invoices are to be submitted to:
South San Francisco Unified School District

Attn. Dr. Shawnterra Moore

398 South B Street
South San Francisco, CA 94080
smoore@ssfusd.org

ADDITIONAL PROVISIONS set forth on Pages 2-4 and Exhibits A-B constitute part of this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

Sustainable Future Outdoor Academy

SFOA Signature/Date

SFOA Name/Title: Scott Harmon/Founder

South San Francisco Unified School District

SSFUSD Signature/Date

SSFUSD Name/Title:_____

ADDITIONAL PROVISIONS

1. SFOA agrees that the work/services performed under this Agreement are performed as an independent contractor and that its consultants & employees do not become employees of SSFUSD nor are they entitled to any of the rights, privileges, powers or advantages of SSFUSD employees.

2. SFOA shall indemnify and defend SSFUSD, its officers and employees from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this Agreement, including but not limited to those resulting from the concurrent negligence of SSFUSD, its officers or employees.

3. SFOA agrees and understands that SSFUSD does not provide Workers' Compensation Insurance to, or on behalf of, SFOA for the work/services to be performed and that SSFUSD will not withhold Federal or State Income Taxes from monies due SFOA for work/services performed, but that said taxes are the sole responsibility of SFOA. SFOA shall provide necessary Workers' Compensation Insurance at SFOA's own cost and expense if required.

4. SFOA shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than $1,000,000. All contractors performing work/services with SSFUSD must have a minimum of $1,000,000 general liability insurance, and SSFUSD must be named as an additional insured by insurer-issued written endorsement, a copy of which shall be provided to SSFUSD prior to initiation of work by SFOA.

5. SFOA may assign this Agreement or any portion thereof to an approved SFOA Program Director Partner with the prior written consent of SSFUSD. Any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

6. SSFUSD may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of SSFUSD, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, reports, and materials (hereafter referred to as materials) prepared or utilized by SFOA under this Agreement shall remain the property of the SFOA. SSFUSD may independently brand and market these events.

In the event of termination, SFOA shall be paid for all work satisfactorily performed until termination, except where SSFUSD determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

7. Photos and videos of these events documented by SFOA will be the property of SFOA but may be shared upon SSFUSD request. Photos and videos created by the SSFUSD will be the property of the SSFUSD but may be shared upon SFOA request.

SFOA agrees not to sell any image taken during the contracted event to any person, company, group, advertising agency, or otherwise, without SSFUSD's express written permission. SFOA will not add or

embed photos with branding captions or watermark signature on image files provided to SSFUSD. SSFUSD retains the right to alter any final images to meet specific needs of size, resolution or crop ratio as required by specific applications and uses.

8. SFOA shall obtain any license, permit, or approval if necessary from any agency whatsoever for the 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.

9. SFOA, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SMCOE policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, SFOA must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the SFOA's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. SFOA further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that SFOA will comply with any such requirements. SFOA further acknowledges and agrees that no SFOA or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

10. No alteration or variation of terms of this agreement shall be valid unless made in writing and signed by both parties hereto.

11. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, creed, color, sex, sexual orientation, age, disability or national origin. SFOA shall ensure full equal employment opportunity for all employees under this Agreement.

12. SFOA shall maintain all records related to this Agreement for no less than three (3) years after SSFUSD makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of SSFUSD, the State of California and/or Federal grantor agencies.

13. This Agreement, including Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreements, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by SSFUSD. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between SSFUSD and SFOA.

14. 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.

Exhibit A

Sustainable Future Outdoor Academy (SFOA)
"SSFUSD Green Career Food Supply Field Trip Program"

The following describes the Program Flow, Participant Roles and Operational Details of each SFOA Green Career Food Supply Field Trip organized for high school students and adult chaperones in the South San Francisco Unified School District (SSFUSD). These sessions will be held on October 4th and October 6th, 2022. SFOA, SSFUSD and Program Partners each have responsibilities outlined in the document below which are identified by an A (SFOA), B (SSFUSD) or C (Program Partners). Program Partners are under agreement with SFOA and are therefore not signees of this agreement.

Program Flow:
(A/B) Check-In (School): SFOA Staff checks-in students, verifies receipt of signed conduct and release/allergy forms, checks for food allergies and fever and sends them to their Team table to meet their chaperone unless there's an issue that needs addressing while parents are still there.

(A) Orientation (Bus): SFOA Staff welcomes participants to Green Career Food Supply Field Trip and checks to make sure all are wearing their masks for the bus ride to the first site. Staff reviews the day's activities and summarizes the Food Supply Big Picture using the SFOA Workbook.

(B) Un-Load Bus (Lot): Chaperones lead their team off the bus to the restrooms (as needed) and the hand sanitizing station to clean their hands. They then go to the first of four sites where they stay with their team. They will unload and load from each new site four times during the day.

(C) Fresh Seafood (Pillar Point): Instructors summarize the rules of commercial fishing followed by sessions on catching, selling, filleting and making seafood dishes. Students talk to the Harbor Master, fishing boat captain and a fish market/restaurant owner about the business and careers.

(C) Organic Produce (POST Farm): Instructors summarize organic seeds, planting, watering, fertilizing and pest control for produce ready for harvest. Students learn about pollination, the role of bees and taste wild honey. We end with a business and career discussion on organic farms.

(A/B) Bag Lunch (Surprise): Chaperones lead their team to their reserved spot for a bag lunch picnic. Green Career Mentor talks with the team about their Green Career and the story of how they got to where they are today. Mentors answer questions in open dialog with students.

(C) Goat Dairy (Harley): Instructors introduce Harley Farms and its mission and guide students through the milking operation, the animal barn and also the cheese making facility. The owner then will talk about the dairy business, plus internships, jobs and careers in gourmet cheese.

(C) Aquaponics (Ouroboros): Instructors introduce the mission of Ouroboros Farm and guide students through fish/plant symbiosis, seedling growth, plant growth and the tasting of the lettuce types grown there. The owner talks about the lettuce business, jobs and careers in produce.

(B) Load Bus (Lot): Chaperones check with their teams for a bathroom break and make sure everyone disinfects their hands and has their temperature taken. Each team then boards the bus and returns to a seat for the ride back to the School check-out site.

(B) Food Day Survey (Bus): Chaperones pass out exit surveys for students and themselves and offer graduation certificates for those that complete their survey. Surveys are collected and certificates passed out. Chaperones hand-off surveys to SFOA Staff before leaving the bus.

(B) Check-out (School): Students unload from the bus and go with their Chaperone to their team table to check-out from their team and get released to an approved family member to return home

after having checked the driver's license of their family member driver.

Participant Roles:
(B) Participants: SSFUSD will sign up two groups of students and chaperones from its CTE program to participate in the SFOA Green Career Food Supply Field Trip. Students will learn about the food business, internships, jobs and careers from SFOA Program Partners and Mentors.

(B) Chaperones: SSFUSD will sign up the required number of chaperones per county guidelines. Chaperones will oversee the check-in/check-out process for their team and provide support to their team's Mentor during the day as needed. Otherwise they are there to enjoy the event.

(A) Mentors: SFOA will provide one adult Green Career Mentor for students. Mentors will have a passion for sustainability and Green Careers they will share. They will also host the lunch discussion about Green Careers.

(C) Instructors: Program Partners will provide instructors for each of four focus areas including Fresh Seafood, Organic Produce, Goat Dairy and Aquaponics. Students will learn through instruction, discussion, demonstration and hands-on activities.

(B) Medical Support: SSFUSD will provide Chaperone/s with qualifications to oversee the COVID Protocols outlined below and to handle any accident, sickness or COVID concerns that might occur between check-in and check-out prior to the arrival of the 911 service.

(A) SFOA Staff: SFOA Staff will provide end to end oversight from check-in to check-out and Program Partners will provide oversight for delivering the Green Career Food Supply program safely and successfully once teams are on-site.

Operational Details:
(B) COVID Protocol: San Mateo County no longer requires the wearing of masks in the classroom and outdoors although mask wearing is still recommended inside. SFOA requires that masks be worn at all times on the bus and recommends masks be worn during each field trip visit as well.

(B) Transportation: Each group of students, chaperones and staff will be taken from the check-in site between 8-9am and returned to the check-out site between 4-5pm. Passengers will wear suitable COVID masks while on the bus and SSFUSD will cover all cost of bus transportation.

(B) Field Trip Food: Participants are to have breakfast/dinner at home and will have a bag lunch provide for them by SSFUSD. In addition, there will be seafood, lettuce, produce and cheese tasting at Pillar Point Harbor, Ouroboros, POST Farm and Harley Farms program partner sites.

(B) Field Trip Fees: The cost of attending a Green Career Food Supply Field Trip is $150 for each student or chaperone.

(A/B) Insurance: SFOA will provide to SSFUSD and the Transit Company will provide to SFOA a Certificate of Insurance (COI) for a policy of at least $1.0m in liability insurance to provide coverage for any claims arising out of the Green Career Food Supply Field Trips.

(B) Participant Forms: SSFUSD will provide a signed SFOA Participant Release of Liability form for each participant and a signed SFOA Code of Conduct & Discipline Policy form for each student participating in all SFOA Food Supply Field Trips at least 3 days before each field trip starts.

Exhibit B
Sustainable Future Outdoor Academy (SFOA)
"SSFUSD Green Career Food Supply Field Trip Program"

The following outlines the Business Terms between SFOA and SSFUSD regarding the Green Career Food Supply Field Trip sessions on10/4/22 and 10/6/22.

Payments: SSFUSD to pay SFOA $150 per Student or Chaperone attending Green Career Field Trips on 10/4/22 and 10/6/22.

SFOA will invoice SSFUSD upon signing of this agreement for 50% of the services to be provided on 10/4/22 and 10/6/22. SSFUSD will provide confirmation of the amount and check number by email to Scott Harmon within 5 business days of signing. Check will be mailed to the address listed on the W9 provided by SFOA.

SFOA will invoice SSFUSD upon completion of final session for 50% of the services provided on 10/4/22 and 10/6/22. SSFUSD will provide confirmation of the amount and check number by email to Scott Harmon within 5 business days of completion of final session. Check will be mailed to the address listed on the W9 provided by SFOA.

Participants: There is a preferred minimum of 35 students plus the required number of chaperones, and a preferred maximum of 50 students plus the required number of chaperones in each Green Career Food Supply Field Trip.

Cancellation: There will be a 100% cancellation fee for committed participant slots cancelled within 30 days of a program session date. There will be a 50% cancellation fee for committed participant slots cancelled within 31-90 days of a signed session date and a 25% cancellation fee for committed participant slots cancelled within 91-180 days of a signed session date.

Sustainable Future Outdoor Academy (SFOA) Participant Release of Liability Form

This agreement must be read and signed for you/your child to participate in an SFOA Green Careers Food Supply Field Trip.

Your/Your Child's Name:_____

1: PARTICIPANT CONSENT: I understand and certify that my/my child's participation in an SFOA Green Careers Food Supply Field Trip is completely voluntary. I have familiarized myself with the SFOA field trip in which I/my child will be participating. I recognize that certain hazards and dangers are inherent in this field trip which include tours and activities around a commercial fishing fleet, aquaponics farm, organic farm and goat dairy. I acknowledge that although SFOA has taken safety measures to minimize the risk of injury to field trip participants, SFOA cannot insure or guarantee that the participants, equipment, premises or activities will be free of hazards, accidents or injuries. I recognize and have instructed my child in the importance of knowing and abiding by the rules, regulations, and procedures for an SFOA event. I also agree to inform SFOA of any activities in which I/my child may not participate and food, plant or animal allergies I/my child have. Food, plant and animal allergies I/my child have include:_____

_____.

2: COVID-19: I/my child agree to abide by the San Mateo County COVID-19 protocols in place at the time of the event. In addition, I/my child agree to have our temperature tested at registration and to wear a mask on the bus at all times. In addition, it is recommended although not required that everyone wear a mask when visiting the field trip sites as well.

3: LIABILITY RELEASE: I the undersigned, understand that occasionally accidents occur during field trip activities and that participants may sustain serious personal injury and property damage as a consequence thereof. Knowing the risks of field trip activities, nevertheless, I agree to assume those risks and by signing this liability release, I intend to legally bind myself, my minor children, my heirs, executors, and administrators. I hereby release and forever discharge SFOA, and any of their founders, officers, directors, employees, partners, shareholders, board members, contractors, volunteers, agents and assigns from and against all claims, causes of action, damages, losses and/or expenses arising out of or related to any injury, illness, or loss of any kind, known or unknown, including but not limited to injuries to property or person, to me/my child during or related to my/my child's participation at SFOA Green Career Food Supply Field Trip.

4: MEDIA RELEASE: I give SFOA the right to interview and/or take photographs, audio or audio-visual recordings of me/my child to be used in promotional, educational or fundraising materials including, but not limited to videotapes, pamphlets and brochures. I understand my/my child's name may be used in connection with these materials. By signing this media release, I intend to legally bind myself, my minor children, my heirs, executors and administrators. SFOA shall have the right to use photographs or other images of me/my child in promotion, educational or fund-raising materials. I acknowledge that SFOA shall have all rights of copyright in and to such photographs and video tapes and may use such copyright fully. I also hereby release SFOA and its founders, officers, directors,, employees, partners, shareholders, board members, contractors, volunteers, agents and assignes from all liabilities connected with the taking and use of these materials as is authorized by SFOA. In addition, I waive all rights, interest or claims for payment in connection with any exhibition or release of these materials. This consent is voluntary, and I give it in the interest of public information, education, the furtherance of the goals of these institutions, or other lawful purposes. I acknowledge that I have legal authority to sign this form on behalf of the minor whose name is mentioned above.

5: DISPUTES: I agree that any dispute concerning, relating, arising out of or referring to the subject matter of this contract shall be resolved exclusively by binding arbitration in San Mateo, San Mateo County, California. The arbitration shall be administered by JAMS and conducted before a single arbiter in accordance with the JAMS rules. The arbiter shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or part of this contract is void or violable.

Parent/Guardian/Self Signature_____ Date_____

Sustainable Future Outdoor Academy
Code of Conduct & Discipline Policy

Please review these rules with your child.
The staff will review these rules with your child at the beginning of program.
Thank you in advance for your cooperation!

The Sustainable Future Outdoor Academy staff would like your child to have the best experience possible while participating in our programs and activities. Thus, all participants must understand and follow our guidelines and rules. The following guidelines are in place to ensure the safety of your child and our staff.

1. Listen to staff.
2. Respect staff, other participants, and yourself.
3. Respect program property and facilities.
4. Keep hands, feet, and other objects to yourself.
5. Participate in program activities.
6. Use an inside voice when indoors.
7. Follow staff instructions.
8. Treat others as you want to be treated.
9. Clean up after yourself.
10. Be positive and have fun!

Should a participant choose not to follow any of these rules, these are the Discipline Guidelines that the staff will follow to handle the situation:

Discipline Guidelines

Step 1: Verbal Warning
Step 2: Time-out & meeting with Program Director and/or Staff (Parents Notified)
Step 3: Participant will be sent home

In the event a participant engages in behavior which poses an imminent threat of bodily harm to themselves or others, damages the property, creates an emergency situation, (such as leaving the site without permission or notification), or violates one or more of the Causes for Immediate Discharge, (outlined on the following page), that participant will be escorted from all program activities and the parent will be called to come remove the participant from the property immediately. No warnings or time-outs will apply. No refunds or credits will be granted.

THIS FORM IS TWO-SIDED WITH CONSENT SIGNATURE(S) REQUIRED

Causes for Immediate Discharge

1. Physical Violence / Assault Fighting, hitting, kicking, slapping, pushing, etc …has no place in an enriching field trip environment. This includes but is not limited to any participant(s)-to-participant(s) physical contact by hand or other item, (sticks, rocks, shoes, etc …)

2. Sexual, Racial, Religious Harassment and/or Misconduct Participating in, or conspiring for others to engage in acts that injure, degrade, or disgrace, harm or embarrass other individuals. This includes misuse of photo and video cameras in changing areas, bathrooms, etc …

3. Bullying/Abusive or Inappropriate Language "Bullying" means repeated behavior by an individual student, an individual student within a group of students, or group of students that is intended to cause the victim(s) to feel frightened, threatened, shamed, intimidated, humiliated, disgraced, ostracized, or physically abused. Bullying implies an imbalance in power or strength in which the student being bullied has difficulty defending him or herself. Bullying can take many forms, including physical, verbal, social/relational and/or cyberbullying. Additionally, participants are prohibited from using profane, abusive or vulgar language or from engaged in slurs of any type.

4. Alcohol, Tobacco Products, Drugs & Drug Paraphernalia and/or Weapon or Controlled substances of any kind, (except for medications prescribed by a physician and listed on a participant's Medication Form), and weapons of ANY kind are strictly forbidden on property. Such items include but are not limited to; knives, guns, (including pellet, air-soft, paintball, etc …) and personal archery equipment.
   Damage, Theft, Vandalism & Graffiti Willful removal, damage, destruction or defacing of personal or program property and/or facilities. (Participant shall be held liable for all resulting costs & fees).

I have reviewed the Code of Conduct and Discipline Policy with my child and hereby agree to abide by the terms and conditions therein.

Participant Name(s) Date	School / Group Name
Parent Signature	Parent Name (Please Print)

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED CONTRACT 2022-2023

Lacayo, Olga, will be placed at Los Cerritos Elementary School as a Transitional Kindergarten Teacher on a Temporary contract effective August 8, 2022. Salary placement C -3

Gomez, Sonia, will be placed at South San Francisco High School as a Special Education Teacher on a Probationary contract effective August 8, 2022. Salary placement C -1

Humphrey, Carly, will be placed at Spruce Elementary School as an RTI on a Probationary contract effective August 8, 2022. Salary placement FM -11

Cabral, Jonah, will be placed at Westborough Middle School as an Music Teacher on a Temporary contract effective August 8, 2022. Salary placement C -1

ADJUST ASSIGNMENT

Linhares, Gabriela, a teacher at South San Francisco High School, from 1.0 FTE to 1.2 FTE, effective August 8, 2022 through May 30, 2023.
Perusse, Erin, a teacher at El Camino High School, from 1.0 FTE to 1.2 FTE, effective August 8, 2022 through May 30, 2023.
Mesina, Hazel, a teacher at Monte Verde Elementary School, from 1.0 FTE to .9 FTE, effective November 14, 2022 through May 15, 2023.
Velazquez, Ricardo, a teacher at El Camino High School, from .6 FTE to .2 FTE, effective August 8, 2022 through May 30, 2023.
Tin, Eric, a teacher at South San Francisco High School, from 1.0 FTE to .8 FTE, effective September 1, 2022 through May 26, 2023.

REQUEST FOR UNPAID LEAVE OF ABSENCE

Brouillet, Jules, a teacher at Westborough Middle School, effective August 29, 2022 through September 6, 2022

RESIGNATION

Rharmili, Vincent, a Teacher at Baden Continuation High School effective August 19, 2022

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Authorizes the Superintendent to enter into a partnership by and between California State University East Bay and South San Francisco Unified School District to provide fieldwork instruction through student teaching, practicum experiences and/or fieldwork experiences to selected students of the University teachers effective August 2, 2022, through June 30, 2027.

Authorizes the Superintendent to enter into a partnership by and between San Francisco State University and South San Francisco Unified School District to provide intern classes, supervision, and other services and benefits for Special Education intern teachers effective July 1, 2022.

Authorizes the Superintendent to enter into a partnership by and between San Jose State University and South San Francisco Unified School District to provide Intern supervision, services, and benefits to sleected students of the University effective August 1, 2022, through June 1, 2027.

Authorizes the Superintendent to enter into a partnership by and between Notre Dame de Namur and South San Francisco Unified School District to provide fieldwork instruction through student teaching, practicum experiences and/or fieldwork experiences to selected students of the University teachers effective August 15, 2022, through June 30, 2027.

Authorizes the Superintendent to enter into a partnership by and between Notre Dame de Namur and South San Francisco Unified School District to provide intern classes, supervision, and other services and benefits for intern teachers effective August 15, 2022 through June 30, 2027.

California State University East Bay
Memorandum of Understanding and Agreement
to Provide Student Teacher Placements to University Students

This agreement is between the **South San Francisco Unified School District** ("District") and the **California State University, East Bay** ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teacher Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning **August 2, 2022** and ending **June 30, 2027**, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the Student Placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teacher Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teacher Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the Student Teacher for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District

shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.
8. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
    a. a copy of the letter from the University assigning the student to the District.
    b. a background check fingerprint clearance report.
    c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teacher program is forbidden except as a necessary part of the practical Student Teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS
The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION
The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars ($5,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $5 million per claim per occurrence/ $25 million aggregate.

NO WORKERS' COMPENSATION LIABILITY
The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or

while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the Student Teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

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

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps tocomply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

Signed by DISTRICT:	Signed by UNIVERSITY:
By: _____	By: _____
Name: _____	Name: ____Robert Williams_____
Title: _____	Title: ____Dean, CEAS_____
Date: _____	Date: _____
By: _____	By: _____
Name: _____	Name: ___Chris Chamberlain_____
Title: _____	Title: ____Interim Associate Dean_____
Date: _____	Date: _____

AMENDMENT TO INTERAGENCY AGREEMENT
BETWEEN
SAN FRANCISCO STATE UNIVERSITY
AND
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

THIS AMENDMENT is entered into this **FIRST day of July 2022** between the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (DISTRICT) and SAN FRANCISCO STATE UNIVERSITY (SFSU), a campus of the California State University, which is the State of California acting in a higher education capacity.

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

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

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

Effective July 1, 2022, District shall pay SFSU the sum of TWO THOUSAND DOLLARS ($2,000) per each intern admitted in SFSU Fall 2022 and after for the Services stipulated in Appendix A.

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

All other terms of the Interagency Agreement shall remain in full force and effect.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT	**SAN FRANCISCO STATE UNIVERSITY**
BY: _____	BY: _____
Authorized Signature	*Authorized Signature*
_____	Deanna Tam
Name	*Name*
_____	Business Operations – Procurement/Support Services Buyer II
Title	_____
	Title
_____	_____
Date	*Date*

Appendix A

Memorandum of Agreement
and
Description of Services

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

San Francisco State University agrees that:

1. Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g., CSET/Multiple or Single Subjects Tests or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.

2. Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0 in last 60 units.

3. Each Intern shall have a minimum of 120 hours of verified preservice coursework as well as 45 hours of experience with students, including those who are English Language Learners in educational settings.

4. Each Intern shall have passed U.S. Constitution coursework or examination.

5. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by San Francisco State University personnel, including but not limited to the College faculty and the College field supervisor.

6. Each Intern, admitted to the Department of Special Education at SFSU prior to Fall 2022, shall receive Support and mentoring for at least 180 hours each year per the following:

    a. 45 hours of mentoring in an intern suppport seminiar (SPED 701) the first semester
    b. 180 hours of seminars each academic year prior to Student Teaching
    c. 15 hours of supervision and 20 hours of seminars (SPED 730 and SPED 723, 726 or 729) the last semester

7. Each Intern, admitted to the Department of Special Education at SFSU Fall 2022 and after shall receive the same amount of support listed in #6 above. In addition, interns admitted to the Departmentt of Special Eduation at SFSU Fall 2022 and after will receive from the SFSU Supervisors a minimum of 6 observations every semester that the intern is enrolled in the credential program. The observations can be in person or with the use of synchronous video or video capture.

8. Program coordination needed will be provided to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary

credentials with the Commission on Teacher Credentialing.

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

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

Appendix B

Memorandum of Agreement
and
Description of Services

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

DISTRICT agrees that:

1. Prior to the start of the Intern's teaching responsibilities, a District Support Provider will be identified and assigned to support the intern.

2. The District Support Provider has a Clear or Life Credential that matches the Intern's credential, has three years of successful teaching experience and English Learner Authorization.

3. A mentor with English Learner Authorization is immediately available to assist the Intern with instruction for English. The mentor can be the District Support Provider.

4. A plan that identifies the intern's current needs be developed, and the plan should prioritize the areas needing support, define type of support to be provided, and schedule of contacts between the Intern and District Support Provider.

5. The District Support Provider will provide support to Interns a minimum of 5 hours a week. Examples of support include but are not limited to content specific coaching, new teacher orientation, curriculum planning, and test results discussion.

6. The District Support Provider will approve the Support and Supervision Record Form completed by the Intern each semester. The form is to be submitted by the Intern to the Department of Special Education at SFSU at the end of every semester.

7. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, meet with DISTRICT support provider, arrive on time at classes at SFSU, and complete field work assignments for the courses.

8. DISTRICT will report interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.

9. DISTRICT will reimburse SFSU at the end of each academic year in the month of June, or earlier, at the rate of ONE THOUSAND DOLLARS ($1,000.00) for each intern, admitted prior to Fall 2022, served during the current academic year under this agreement.

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

Guidance on Clinical Practice and Supervision of Preliminary Education Specialist Teaching Candidates

(*effective summer/fall 2022*)

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Introduction

The Commission's 2018 adopted standards for Preliminary Education Specialist teacher preparation programs set forth the expectations for programs to provide candidates with appropriate supervised clinical practice. These standards and accompanying Teaching Performance Expectations (TPEs) go into effect summer/fall 2022. In adopting the program standards related to supervised clinical practice, the Commission signals the critical role that a high quality and extensive clinical practice experience plays in preparing effective educators. The standards related to clinical practice are at times specific and directive, while also allowing for flexibility for institutions to design experiences that work well for their candidates and the populations they serve. This guidance clarifies various aspects of the standards pertaining to clinical practice for all Education Specialist programs that offer teacher preparation. It is intended to assist programs in structuring a high-quality clinical practice experience but does not substitute for or supersede the program standards themselves.

An important note in understanding the program standards: In many places, the program standards reference "all students." Because the credential authorizes service in any public school in California, it is critical that candidates are prepared to meet the needs of the full range of learners. The following information is provided in the Teaching Performance Expectations (TPEs) and should guide the understanding of the program standards:

> *"Throughout this set of TPEs, reference is made to "all students" or "all TK–12 students". This phrase is intended as a widely inclusive term that references all students attending public schools. Students may exhibit a wide range of learning and behavioral characteristics, as well as disabilities, dyslexia, intellectual or academic advancement, and differences based on ethnicity, race, socioeconomic status, gender, gender identity, sexual orientation, language, religion, and/or geographic origin. The range of students in California public schools also includes students whose first language is English, English learners, and Standard English learners."*

I. General Guidance

A. Goals of Clinical Practice and Supervision

All teacher preparation programs, regardless of pathway, are required to provide clinical practice hours for candidates throughout their educator preparation programs. Clinical practice experiences are intentionally designed by the program in such a way that candidates learn from experienced educators, are evaluated against the TPEs, and have the support and guidance they need to become effective educators.

B. Responsibilities of the Institution to Meet Standards

The onus of responsibility falls to each approved program to ensure (1) that all candidates are provided with the clinical practice requirements and (2) that all candidates are receiving proper supervision and guidance from program and district-employed supervisors throughout their clinical practice.

The expectation is that all programs will meet the specific clinical practice and supervision requirements as included in the program standards. However, in some limited instances the program may decide to address the standard in a unique way that the institution believes may more appropriately meet the needs of their specific candidates. In such an instance, the program must provide justification for this

variance and provide evidence that the goals of clinical practice and proper supervision and guidance are still being met.

During Program Review and the Accreditation Site Visit, the Board of Institutional Review (BIR) will review records, policy documents, and conduct interviews to verify that the standards are being fully met. Given the information provided by the institution and the evidence reviewed, the accreditation reviewers will make a determination as to whether the standards are met.

C. Record Keeping

Institutions are required to maintain records verifying candidate clinical experiences. Each institution will decide the most appropriate way to keep track of the documentation to demonstrate that the program is meeting the clinical practice and supervision requirements. Because Program Review submissions must include documentation of individual candidate placements, institutions are encouraged to review Program Review Instructions and design their record keeping in such a way as to meet those requirements. While staff does not anticipate collecting and examining individual records, these records may be requested during a site visit to ensure that an institutional process is in place to monitor that required clinical practice and supervision is taking place for each candidate.

II. Clinical Practice Experiences

A. Progression of Clinical Practice Experience

Program Standard 3 Language: "Clinical Practice is a developmental and sequential set of activities…"

1. It is the expectation of the Commission that fieldwork experiences evolve over the course of the program, increasing in responsibility as the candidate moves closer to completion of the preparation program and licensure. Clinical experience can encompass a wide variety of activities that range from guided observations of veteran teachers modeling good practice in instruction, to beginning practice using various teaching strategies in diverse settings, to assuming full responsibility for students in the classroom, and demonstrating pedagogical competence.

B. Activities Appropriate for Meeting the 600 hours of Clinical Practice and Other Requirements

Program Standard 3 language: "Clinical Practice…must consist of a minimum of 600 hours of clinical practice across the arc of the program."

Clinical practice experience with proper supervision provides all candidates, regardless of pathway, with the opportunity to practice the knowledge and skills required by the credential and included in the TPEs.

1. The 600 hours of supervised clinical practice is required of all candidates, regardless of pathway and occur throughout each candidate's preparation program ("across the arc of the program").
2. Of the 600 hours, at least 200 hours of supervised early field work that includes purposeful, planned interactions, guided observations and initial student teaching (e.g., coplanning and co-teaching, or guided teaching) must be provided to candidates in general education **and** special education settings prior to final student teaching.
3. Candidates seeking both general education and Education Specialist credentials are encouraged to extend clinical practice for an additional 150 hours and should work closely with their programs to

ensure that clinical practice experiences meet all required competencies for both credential programs.

4. The minimum time requirement (400 hours) for final student teaching in the desired credential area is to ensure that the candidate experiences the full range of instruction rather than sporadic lesson delivery. During this time, the candidate should be fully responsible for: planning lessons based on the students in their classroom, delivering the lessons, monitoring student progress toward achieving the academic goals included in the lessons, informal and formal assessment of students, and reflection of their teaching practice. The clinical practice opportunities may include those that are intentionally selected or designed by the program, occur in placements that are selected or approved by the program, and are for the purpose of helping candidates understand the link between specific objectives in coursework and teaching practice. For interns, early field experience would take place in experienced mentor classrooms in both general education and special education settings.
5. Since portions of the Teaching Performance Assessment (TPA) will be completed during the final student teaching experience, the program should design clinical practice experiences with that goal in mind.
6. Examples of appropriate activities that may be included in the 600 clinical practice hours include:
    - Guided and supervised teaching including whole class instruction, small groups, and other direct contact with students, including final student teaching
    - Co-planning time, with veteran practitioners for lessons that the candidate will deliver,
    - Working with veteran practitioners, grading, and analyzing student work, reflecting on lessons, and planning for the needs of individual students
    - Time working with professional learning communities, grade level and department meetings.
7. Candidate observations of classroom teaching may or may not qualify toward the 200 hours of supervised early field work. Only those that are intentionally designed by the program, occur in placements that are selected or approved by the program, and are for the purpose of helping candidates understand the link between specific objectives in coursework and teaching practice may qualify as part of the 200 hours.
8. Among activities that should not be included in the 600 hours are general lesson planning done independently by the candidate, or hours spent supervising extracurricular activities. In addition, mock instruction or observation of fellow candidates (and without birth-22 students) as part of a course would not qualify as part of the required 600 hours.

III. Clinical Practice Placements

General Information

Placements must be intentionally selected to provide the candidate with opportunities to practice and acquire the knowledge and skills included in the TPEs with the range of experience that reflects the diversity of age and grade level, the range of federal disability categories, and the continuum of special education services.

Clinical Practice experiences must be under the guidance and supervision of a district employed supervisor/master teacher, veteran practitioner, program supervisor and/or course instructor. Hours of

instruction by a candidate in a classroom where the district employed supervisor/master teacher is not present may qualify toward the 600 hours of supervised early field work in general and special education settings, as long as these hours of instruction are prepared with and guided by one or more designated supervisors selected and approved by the program for the purpose of supervision (Co-teacher, mentor, university supervisor, faculty, etc.) and are followed by designated time for reflection. This guidance and supervision may occur in person or via technology assisted communication.

A. Diversity in All Placements (Student Population)

1. In all clinical practice placements, candidates should have significant exposure to school settings that reflect the full diversity of California public schools.

2. Prior to placing student teaching candidates, programs should review the demographics of the school to ensure a "diverse school setting" that reflects California's public schools. The TPEs provide a valuable definition of "all students" that should be used by programs in making this determination. Programs must ensure that the placement is a diverse school setting relative to all the following, and may be required to provide evidence at the time of the site visit:
    a. race, ethnicity of the students
    b. number of students from families below the federal poverty level, number or percentage of students on scholarship, tuition assistance, or other proxy that demonstrates that the school serves students from families in lower socio- economic income ranges.
    c. languages spoken by the students, including English learners.
    d. the inclusiveness of the school for students with disabilities and the process for students to receive additional services, i.e. student study team and individualized education program processes

B. Curriculum in All Placements

Program Standard 3 language: "Curriculum that is aligned with California's adopted content standards and frameworks"

1. Prior to placing student teaching candidates in schools, the program must review the curriculum to ensure that it is equivalent to California's adopted content standards and curriculum. It is the responsibility of the program to provide evidence of compliance if requested at the time of the site visit.

2. In placements where the school is not explicitly aligned with California's adopted content standards and frameworks, the program must demonstrate how the placement meets the goal and intent of the standard in preparing candidates to be competent with the curriculum taught in public schools in California.

C. Diversity in Private School Placements

Program Standard 3 language: "Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student populations."

1. Prior to placing student teaching candidates in private schools, the program must review the demographics of the school to ensure a "diverse school setting" that reflects California's public schools. The TPEs provide a valuable definition of "all students" that should be used by programs in making this determination. It is the onus of the program to provide evidence that the school is a diverse school setting relative to all the following:
    a. race, ethnicity of the students
    b. number of students from families below the federal poverty level, number or percentage of students on scholarship, tuition assistance, or other proxy that demonstrates that the school serves students from families in lower socio- economic income ranges.
    c. languages spoken by the students, including English learners.
    d. the inclusiveness of the school for students with disabilities and the process for students to receive additional services, i.e. student study team and individualized education program processes

2. All candidates, including those placed in private schools, must complete 600 hours of supervised clinical practice. Of these 600 hours, the standards state that candidates working in private schools must complete at least 150 hours in diverse school settings.

D. Additional Requirements for Clinical Practice Specific to Intern Teachers

1. The California Education Code does not authorize placement of interns at private schools.

2. Interns working toward an Education Specialist teaching credential may be placed in State Special Schools or Nonpublic Schools. These are schools that the California Department of Education (CDE) has approved for placement of public-school students who need special services. It will be important that the setting meets Program Standard 3C "Criteria for School Placements" which states that sites should demonstrate placement of students with disabilities in the Least Restrictive Environment (LRE), provide support for dual language learners with disabilities, and offer the opportunity for candidates to interact with different age groups in both general and special education settings reflecting the continuum of placement options.

3. For Education Specialist candidates, the 200 hours of supervised early fieldwork must be completed prior to the intern's last semester of teaching while in the credential program. The portion of the 120 preservice hours that are fieldwork may be considered as part of the hours of supervised early fieldwork should they meet the criteria of being supervised or guided, meaning that there is a clear intent and purpose for the candidate when engaging in the prescribed fieldwork. In addition, it is important to include exposure and experience in both general and special education settings.

4. Online schools, independent study programs, and home schools are not prohibited as placements for interns, but their programs must clearly demonstrate that the candidate is receiving all the diverse experiences that a teacher in a more traditional classroom may encounter. When candidates are teaching at online schools, independent study programs, or home schools the required experience may be difficult and, in some cases, impossible to achieve. Programs must consider if the employment setting is appropriate for learning to teach and if the program will be able to ensure that the intern is able to get the significant experiences required to complete their TPA and to show mastery of all the TPEs. This includes the ability to teach whole groups of students. The Commission understands that during times of teacher shortage, there may be pressure on programs regarding intern placements. However, decisions regarding fieldwork placements,

including placements as teacher of record, are the responsibility of the program, not the candidate nor the employer.

IV. Support and Supervision

A. Program Supervisor Observation Requirements

Program Standard 3 language: "The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester."

1. At the April 2017 Commission meeting, the Commission confirmed that all candidates need to be properly supervised until they have completed all credential requirements and hold a preliminary teaching credential. The goal of this requirement is to ensure that all candidates, regardless of pathway, are provided with adequate supervision and evaluation from their program supervisor throughout their clinical practice experience.

2. The formal evaluation requirement of 4 times per quarter or 6 times per semester can be interpreted to be approximately every 3 weeks.

3. If a program elects to supervise candidates using a different model of frequency of observations and can justify that it better meets the needs of the candidate, it is acceptable. However, it is the onus of the program to demonstrate that over the course of the program, at least the equivalent amount of supervision is achieved. The accreditation review team will make a determination as to whether this part of the standards is being met.

   For example, a 2-year program may decide to complete 8 program supervisor observations per semester in the first year and 4 in the second, which would lead to an average of 6 times per semester. This may meet the goal and intent of the standard if the program can provide a valid justification for this practice and can provide outcomes data that demonstrates that their candidates are successful with this program design.

B. District-employed Supervisor Support Requirements

Program Standard 3 language: "The minimum amount of district-employed supervisors' support and guidance must be 5 hours per week"

1. The 5 hours per week of district-employed supervisor support and guidance time is only required during the period that the candidate is assigned a specific mentor/master teacher. They are not required during early field experiences or at other times during which the candidate does not have an assigned district employed supervisor/master teacher.
2. Support and guidance may include a variety of activities, including lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, and email and phone conversations with a district-employed supervisor.
3. The goal of this standard is to ensure that all candidates, regardless of pathway, are properly supported and supervised during their clinical practice. The expectation is that every program will satisfy this requirement as written. However, if a program elects to satisfy the goal of this standard in a way that they believe better meets the needs of their candidates, it is the onus of the program to demonstrate that the goal is still met.

For example, if a district-employed supervisor were to provide 10 hours of support per week during the first weeks of placement and 2 hours of support per week in the final weeks of placement, the average for the term could be greater than 5 hours per week. This may satisfy the goal of the standard were the program to provide a valid justification for this practice.

4. For intern candidates, support, and supervision (144 hours of general support and 45 hours of EL support) is a shared responsibility between the program and the employer. Hours spent with a district-employed supervisor to satisfy the intern annual requirements may qualify towards meeting this 5 hours/week requirement.

C. Supervision and Support Requirements Specific to Intern Candidates

1. According to the preconditions, intern candidates must receive a minimum of 144 hours per year of general support and 45 hours per year of EL support. These hours may be supervised by the program or the district-employed supervisor.

2. The program supervisor for intern candidates must also provide a minimum of 4 per quarter or 6 per semester observations with formal evaluation. These observations must continue each quarter or semester that the candidate is enrolled in their preparation program.

3. As with all candidates, hours of instruction by a candidate in a classroom where the district employed supervisor/master teacher is not present can qualify toward the 600 hours as long as these hours of instruction are prepared with and guided by one or more designated supervisors selected and approved by the program for the purpose of supervision (Co-teacher, mentor, university supervisor, faculty, etc.) and are followed by designated time for reflection.

D. Capturing Evidence of Observations

Program Standard 3 language: "Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs…."

1. The new standards require that there be a means by which the program documents clinical supervision, either in person (e.g. supervision notes), through synchronous video, or video capture. The instruction is assessed against the adopted TPEs and generates data. The data is used not only to assist the individual candidate but is also examined across the program to understand where program improvements are needed.

2. The video evidence of the observation does not need to be archived for any length of time beyond that which is needed for the supervisor to observe and evaluate the teaching performance. However, evidence of the annotations and feedback from the observation should be archived for at least 2-3 years to make this evidence available during the accreditation cycle.

E. Requirements Pertaining to the Qualification of the Site Administrator

Program Standard 3 language: "Clinical sites should also have a fully qualified site administrator."

1. A qualified administrator holds a preliminary administrative credential. If the designated administrator at a particular school placement does not possess a preliminary administrative

credential the program must provide justification as to how the administrator is nevertheless qualified. If the program is not able to provide this justification, then it is not appropriate to place candidates at that site.

Appendix A

Preliminary Education Specialist Teaching
Credential Program Standards
Standards Adopted
August 2018, effective summer/fall 2022

Standard 3: Clinical Practice

A. Organization of Clinical Practice Experiences

The program ensures that candidates have planned experiences and/or interactions that reflect the full diversity of grades/ages, federal disability categories and the continuum of special education services outlined in the specific credential authorization. The experiences are planned from the beginning of the program to include experiences in general education, experiences with parents and families, and experiences with a broad range of service delivery options leading to an extended culminating placement in which the candidate works toward assuming full responsibility for the provision of services in the specific credential authorization. Experiences are of sufficient duration for the candidate to demonstrate the teaching performance expectations for Education Specialist teachers. The culminating placement may be in any school, agency or program as defined in Education Code Sections 56031, 56360, and 56361 for the purpose of providing special education services. Fieldwork/Clinical experiences are designed to provide candidates with a developmental set of activities integrated with coursework that extend the candidate's learning through application of theory to practice with students in California's education settings.

Fieldwork provides opportunities for candidates to observe a variety of classrooms and settings and to select focus students for deeper observational study, including students who are dual language learners and who may (a) exhibit typical behavior; (b) exhibit atypical behavior; and (c) have other types of special learning needs. Fieldwork also provides opportunities for candidates to observe teachers using productive routines and effective transitions for students' academic and socio-emotional growth and development. Candidates are provided with opportunities to review the curriculum and to further develop pedagogical knowledge of high leverage practices in subject matter areas, including early language and literacy for first and second language learners, mathematics, science, technology, engineering, social studies, and arts as appropriate. Candidates can observe the administration of a range of assessments. Candidates are also able to observe how personnel organize and supervise the work of other adults in inclusive and specialized education settings.

Clinical practice is a developmental and sequential set of activities integrated with theoretical and pedagogical coursework and must consist of a minimum of 600 hours of clinical practice across the arc of the program. At least 200 hours of supervised early field work that includes guided observations and initial student teaching (e.g., co-planning and co-teaching, or guided teaching) must be provided to candidates in general education and special education settings prior to final student teaching. Final student teaching shall consist of (400 hours) in the desired credential area. For interns, early field experience would take place in experienced mentor classrooms in both general education and special education settings. Candidates must have a range of experience that reflects the diversity of age and grade levels, the range of federal

disability categories, and the continuum of special education services. Candidates should have experiences with a range of diverse students and families reflective of the demographics of California.

Dual credential programs leading to both a general and a special education credential are required to have substantive experiences in general education, inclusive, and special education settings within the 600 hours, and are encouraged to extend clinical practice for an additional 150 hours.

Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population.

The program provides initial orientation for preparation program supervisors and district-employed supervisors of clinical practice experiences to ensure all supervisors understand their role and expectations. The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester. The minimum amount of district-employed supervisors' support and guidance must be 5 hours per week.

Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs, that produce data that can be aggregated and disaggregated.

B. Preparation of Faculty and/or Site Supervisors and/or Program Directors

The program selects individuals who are credentialed or who have equivalent experience in educator preparation. Supervisors should be experts in the education specialist instructional area of the candidate being supervised and should have recent professional experience in school settings where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population. The program provides supervisors with an orientation to the program's expectations and ensures that supervisors are knowledgeable about the program curriculum and assessments, including the TPEs and TPA model chosen by the program. In addition, program supervisors maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices for teachers in whose classrooms or settings candidate experiences will take place to ensure that all supervisors of fieldwork/clinical practice experiences and all cooperating education specialist teachers understand their roles and expectations.

C. Criteria for School Placements

Sites selected for candidate experiences should demonstrate commitment to developmentally and culturally appropriate practices as well as to collaborative relationships with families. In addition, these sites should also demonstrate placement of students with disabilities in the Least Restrictive Environment (LRE), provide support for dual language learners with disabilities, and offer the opportunity for candidates to interact with different age groups in both general and special education settings reflecting the continuum of placement options. They should also reflect to the extent possible socioeconomic, linguistic, and cultural diversity, and permit video capture for candidate reflection. Sites

selected should have a fully qualified master/mentor teacher with an appropriate credential and a fully qualified site administrator.

D. Criteria for the Selection of District Employed Supervisors *(also, may be known as the* cooperating teacher, master teacher or on-site mentor)

The program should select district supervisors who hold a Clear Education Specialist Credential for which they are providing supervision and having a minimum of three years of birth through age 22 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the employer and the preparation program. The matching of candidate and district-employed supervisor must be a collaborative process between the school district and the program.

The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.

The full text of these Standards can be accessed here: https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/education-specialist-standards-pdf.pdf?sfvrsn=729750b1_30

Appendix B

Preconditions for Intern Programs – Preliminary Education Specialist

(5) Supervision of Interns. (a) In all internship programs, the participating institutions in partnership with employing districts shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code of Regulations §80033.

The full text of these Preconditions can be accessed here: https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/eppsp-internship-prog.pdf?sfvrsn=5f1b370b_0

AGREEMENT

Dept. of Teacher Education Multiple & Single Subject Intern Programs

between

SAN JOSÉ STATE UNIVERSITY and
ENTER NAME OF DISTRICT OR SCHOOL

This Agreement is entered into by and between the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and Enter Name of District or School (the "District"), and is effective as of Enter Date (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for, educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Education offers a Multiple Subject Credential Intern Program.
3. Enter Name of District or School, (the "District"), a "public school employer" within Commission guidelines, is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission issued Intern credential. Intern programs are a partnership between the Commission approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential have received the required support and supervision. This Agreement formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Collaborate to ensure the candidate has satisfied pre-intern coursework and prior teaching experience requirements (see 2.B. below) prior to the hiring of an intern. The District and University should also concur to ensure that the intern can satisfy university field experience requirements in the proposed intern position prior to the hiring of an intern.

B. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. University, the District and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan. The plan shall include completion of the California Teacher Performance Assessment (CalTPA) and obtaining videotaping permission slips from the intern's students for the CalTPA.

C. Identify the individual(s) and the roles/responsibility related to:
   a. Weekly course planning
   b. Coaching within the classroom
   c. Problem-solving regarding students
   d. Curriculum, and
   e. Teaching

D. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

E. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision per school year including coaching, modeling and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. An additional 45 hours of support/mentoring specific to the needs of English Learners.

   The minimum support/mentoring and supervision provided to an intern who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of instructional weeks remaining in the school year.

F. Provide content specific coaching.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the intern in their program is supervised and there is adequate support from a university supervisor.

B. Provide candidate with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive and classroom-focused manner. This preservice component must be completed prior to issuance of an initial intern teaching credential. University will also verify that candidate has demonstrated previous successful lead-teaching (either through completion of phase I student teaching or documentation from a previous teaching position.

C. The SJSU Multiple and Single Subject Intern Programs are responsible for ensuring that the intern in their program meets CTC Intern Support and Supervision Requirements (including support/mentoring specific to the needs of English Learners) and agrees to the following:

   a. Ensuring that each Intern shall have passed the California Educational Basic Skill Test (CBEST), demonstrated subject matter competency, and completed the US Constitution requirement prior to assuming Intern services or responsibilities.

D. Upon employment, the Intern will be assigned a University Supervisor. University faculty in charge of field supervision of interns have received targeted professional development

including supervision responsibilities, adult learning theory, cognitive coaching, academic language development, the new ELD standards, and English language acquisition. The University Supervisor will:

a. Remains current in the knowledge and skills for candidate supervision and program expectations including the CTC TPEs adopted in 2016.
b. Makes regular visits to the Intern's classroom (at least 6 per semester) and/or receives video observations (no more than 2), offering formative feedback and assistance, with special attention to areas of growth identified in conjunction with the candidate and the site coach.
c. Provides summative evaluations at the end of each semester. Should an intern exhibit dispositions contrary to the program's goals and mission, and/or fail to demonstrate competence in teaching according the CA Teacher Performance Expectations, the supervisor will put the intern on an improvement plan. If sufficient progress is not made toward the goals of the improvement plan by stated deadlines, the intern may be required to exit the intern program.

E. Review and monitor the documentation of the qualifications of the Site Coach. The Site Coach must have a minimum of 10 hours of professional development in mentoring new teachers and must receive information/training on the CTC TPEs adopted in 2016.

F. Provide training seminars each semester for University Supervisors and Site Coach.

3. DISTRICT'S RESPONSIBILITIES

A. District is responsible for ensuring that the intern that they have hired is supported by an administrator holding at least a preliminary administrative credential and there is adequate supervision from an on-site support provider (the "Site Coach"). Hours of support and supervision provided by the school site/district must average 5 hours per week.

B. Clearly articulate terms of employment, including evaluation process of site-support. For evaluation purposes, the Site Coach will complete a mid-year and end-of-year SJSU Intern Summative Evaluation (to be provided to the University Supervisor).

C. Identify a Site Coach for the intern that possesses at least 4 years of successful teaching experience, must be fully certified with a Life or Clear Multiple Subject Teaching Credential (for Multiple Subject Program) and Single Subject Credential in the intern's designated subject-area (for Single Subject Program) and must have a valid EL authorization. Designate protected time for the new Intern to meet with/work with the Site Coach and any other support personnel within the school day including clearly defined expectations for type/frequency of support. Including but not limited to, 10 hours per semester for observations and coaching and professional development.

D. District shall be responsible for any compensation and/or release time provided to the Site Coach for performance of required duties.

E. Ensures Interns receive additional support (including targeted support for working with English Learners) through activities listed in Part A of Appendix A: Activities and Support for Interns.

F. Adheres to the provisions of the Intern Agreement Form (see Appendix B for Single Subject and Appendix C for Multiple Subject) to be signed upon employment by the district, intern, and Intern Program coordinator.

G. Attend the Site Coach and/or University Supervisor meetings each semester.

H. District ensures the following terms of employment:

    a. Intern fulfills the classroom duties expected of a teacher at the school site: multiple subject Interns teaching in the required subject areas at the elementary level; Middle School Interns teaching in a CORE configuration; and Single Subject Interns teaching in their content-area specialization, not to exceed two different course preparations.

    b. Intern does not assume any extra-curricular duties (examples: Literacy or Math Night Coordinator, club coordinator, yearbook advisor, head coach) during the initial semester, nor does the Intern teach an overload at any point in the program.

I. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

4. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable

attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.;

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Program, until the students complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Notices. Notices required under this Agreement shall be sent to the parties by one of the following means 1) mail, postage prepaid at the address below, or 2) electronic delivery to the email address below, which must include a return confirmation email from the recipient. Signatures delivered electronically shall have the same authority, effect and enforceable as original signatures:

TO UNIVERSITY:

San José State University
One Washington Square
San Jose, CA 95192-0078
Attn: Katya Aguilar, Intern Program Coordinator

Email: katya.aguilar@sjsu.edu
Lurie College of Education

TO DISTRICT:
Enter Name of District or School
Enter Street Address
City, State, Zip

Attn: Enter Contact Name
Title

OR

TO UNIVERSITY:
katya.aguilar@sjsu.edu

TO DISTRICT:
Enter Email Address

EXECUTION
By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY Strategic Sourcing - Contracts & Procurement Services	ENTER NAME OF DISTRICT OR SCHOOL
By: _____	By: _____
Name/Title:	Name/Title: Type Name and Title

Appendix A: Activities and Support for Interns

Below, please find a list of activities used to support interns generally, and particularly in the area of targeted support for English Learners (indicated with an asterisk). Please also refer to our revised intern agreement form (Appendix B), signed by school site, intern and university before an internship credential application is submitted to the CTC.

A. Activities and support provided at the school site by administrators, coaches and colleagues
(*must average 5 hours per week)

- New Teacher Orientation and Start of Year Teacher Professional Development

- Grade Level or Department Meetings related to curriculum, planning, instruction and/or assessment
- Assistance with district-wide or school-wide benchmarking, where applicable
- Weekly meetings with site coach for reflection, goal-setting and review of progress
- Planning support, including co-planning with EL certified colleagues and/or site coach*
- Regular review of EL strategies, EL student work, and EL student progress*
- Review/discuss test results with colleagues (including ELPAC and standardized tests)*

B. Activities and support provided at the school site by university supervisors

- Semi-weekly visits from university supervisor for observation of teaching
- Regular meetings with university supervisor to debrief observations of teaching
- Regular feedback from university supervisor related to academic language and planned language production
- Regular review of EL strategies, EL student work, and EL student progress*
- Observation and formative feedback using *Protocol for Planned Language Production**
- Review/discuss test results with colleagues (ELPAC and standardized tests)*
- Email, phone, and/or video conferencing support related to observation, problem-solving, planning, curriculum and/or instruction*

C. Activities and support provided at the university by faculty, supervisors and /or peers

- Development and/or refinement of a classroom management plan
- Development and refinement of learner map and long-range assessment plan
- Support in interpreting and contextualizing test score data (including ELPAC and other standardized tests)*
- Regular reflection on problem-solving, planning, curriculum and/or instruction*
- Development and refinement of a unit plan aligned to common core and ELD standards*
- Review of Academic Language Demands and Student Support of mini-unit*
- Reflection on EL student work and progress towards planned learning outcomes*

Appendix B: Single Subject Intern Agreement Form

Single Subject Credential Program
San Jose State University

Name: (Last, first) _____ Date_____

Phone: (home or cell) _____ Student ID #_____

E-mail _____ Teaching Subject Area _____

County: _____ District: _____

School: _____ Principal: _____

Principal Email: _____ Effective date of hire_____

Guidelines and Provisions for Interns

I agree to abide by the following expectations for interns:

1. Intern fulfills the classroom duties expected of a teacher at the school site, teaching in the subject area in which he or she will be credentialed, with no more than two (2) course preparations each semester.
2. Intern does not assume any extra-curricular duties (examples: yearbook advisor, head coach) during the initial year, nor does the Intern teach an overload at any point in the program.
3. Intern is assigned a site coach by the school who is not in an administrative/evaluative position. The school ensures that this coach has no less than 4 years of teaching experience and a valid Clear Credential with EL authorization in the same subject area as the intern.
4. Intern meets weekly with the site coach. Intern and Coach jointly complete a collaborative log (which specifies goals for each), review student work, and discuss EL strategies and EL student progress. Intern will submit a copy of the collaborative log once a month to the SJSU Intern Coordinator as verification of support.
5. Intern meets with colleagues in the department (and/or site coach) to co-plan lessons, units and/or assessments, discuss district curriculum or benchmarks, and review standardized test data for students in the intern's classroom.
6. Intern meets regularly with SJSU Supervisor to review progress, discuss challenges, and work to align teaching practice with CA Teacher Performance Expectations and CA Standards for the Teaching Profession.
7. Intern completes all Single Subject Credential Program requirements and remains in good standing throughout program. Intern understands that upon program completion, intern can no longer teach on intern credential and must apply for preliminary credential in a timely manner.
8. Intern completes all additional CTC/Internship Program requirements (such as CTC surveys, logging of support/supervision hours) as requested.

_____ _____
Applicant Signature Date

School District Personnel/Human Resources Director

I hereby verify that _____ intends to employ this applicant as an
Name of School District

Intern teacher beginning _____ provided that all authorizations are complete. I have read the

Date

Guidelines and provisions for Interns, above, and attest that these guidelines and provisions will be maintained for as long as the applicant is employed by this district.

_____	_____	_____
Print Name	Signature	Date

Program Coordinator Approval of Applicant for Internship Program

_____	_____
Signature (Single Subject Intern Coordinator)	Date

Appendix C: Multiple Subject Intern Agreement Form

Single Subject Credential Program
San Jose State University

Name: (Last, first)

_____Date_____

Phone: (home or cell) _____Student ID

#_____

E-mail _____Grade Level

_____

County: _____ District: _____

School: _____Principal:

_____

Principal Email: _____ Effective date of hire_____

Guidelines and Provisions for the Support of Interns

I agree to abide by the following expectations for interns:

1. Intern fulfills the classroom duties expected of a teacher at the school, teaching subjects appropriate to a Multiple Subject Teaching Credential.
2. Intern attends District New Teacher Orientations and appropriate staff development sessions that do not conflict with SJSU required courses.
3. Intern does not assume any extra-curricular duties (examples: Literacy or math night, yearbook advisor, club coordinator).
4. Intern is assigned a site coach by the school. The school ensures that this coach has no less than 4 years of teaching experience and a valid Clear Multiple Subject Credential with EL authorization. The site coach meets weekly with the intern.
5. Weekly meetings between the Intern and School Site Coach (and/or grade level colleagues) include co-planning lessons, units and/or assessments; discussing district curriculum, benchmarks, and standardized test data for students in the intern's classroom; and EL strategies and progress. The Intern completes a log sheet detailing time and topics.
6. Intern meets regularly with SJSU Supervisor to review progress, discuss challenges, and work to align teaching practice with California Standards for the Teaching Profession.
1. Intern completes all Multiple Subject Credential Program requirements and remains in good standing throughout program.
2. Intern completes all additional CTC/Internship Program requirements (such as CTC surveys, logging of support/supervision hours) as requested.
3. Intern observes several lessons in a variety of classrooms.

_____ _____
Intern Applicant Signature Date

School District Personnel/Human Resources Director

I hereby verify that (Name of School District)_____ intends to employ this
applicant as an Intern teacher beginning (Date) _____ provided that all authorizations are complete. I
have read the *Guidelines and Provisions for the Support of Interns*, above, and attest that these guidelines and provisions will be
maintained for as long as the applicant is employed by this district as an intern.

_____	_____	_____
Print Name	Signature	Date

SJSU Intern Program Coordinator Approval of Applicant for Internship Program

_____	_____	_____
Print Name	Signature	Date

Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Place Student Teachers

Dr. Shawnterra Moore, Superintendent
South San Francisco Unified School District
398 B St.
South San Francisco, CA 94080-4423
smoore@ssfusd.org; jspaulding@ssfusd.org

This agreement is between South San Francisco Unified School District ("District") and Notre Dame de Namur University ("University"), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential, Single Subject Teaching Credential and/or Education Specialist Credential (Mild/Moderate and Moderate/Severe) with English Learner Authorization (ELA) and an MA in Education (i.e., credential candidates) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer these programs.

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as cooperating teachers.

University employs one or more experienced credentialed teachers or doctoral candidates who have agreed to provide direct classroom supervision and support to credential candidates and cooperating teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning August 15, 2022 and ending June 30, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's school site administration and staff in the assignment of credential candidates.
2. University will guarantee that credential candidates have met California Commission for Teacher Credentialing (CTC) basic skills and subject matter competence priorto commencing independent student teaching.

3. University will undertake to have credential candidates remain in their student teaching assignments until the end of the requisite public school year unless removed for cause by the District or University.
4. University will confer regularly with District and site administration and cooperating teachers through meetings, telephone calls, and/or e-mail.
5. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a credential candidate in the school.
6. University will guarantee that credential candidates and university supervisors have appropriate TB and fingerprinting clearance.
7. University will undertake to have credential candidates establish and maintain adequate public liability and property damage insurance.
8. University will instruct credential candidates in state laws regarding child abuse reporting, sexual harassment and professional conduct.
9. University supervisors will conduct systematic and regular observations (minimum 6 per semester) of credential candidates' performances in the District's classrooms.
10. University supervisors will confer regularly with cooperating teachers and with the site administration through meetings, telephone calls, and/or e-mail.
11. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, the program will, in collaboration with the district, provide and/or verify that the "district employed supervisors have a minimum of 10 hours of initial orientation to the program curriculum as well as professional develop in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices."

DISTRICT DUTIES

1. District will provide supervised teaching and other clinical/professional experiences for credential candidates through student teaching in the District's schools and classes under the supervision of a cooperating teacher.
2. District will provide each credential candidate with a certified, experienced teacher as a cooperating teacher and verify, per CTC Program Standard 3D, that the individual "holds a Clear Credential in the content area for which he/she is providing supervision and a minimum of three years of content areas K-12 teaching experience."
3. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a credential candidate.
4. District will instruct credential candidates in school policies regarding child abuse reporting, sexual harassment and professional conduct.

CREDENTIAL CANDIDATE DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that credential candidates:

1. Obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service as required by California Education Code Section 44320 (b).

2. Attend school placements for the required number of hours based on the cooperating teacher's schedule unless given prior written approval by the University's director of clinical work.
3. Co-plan with cooperating teachers throughout the academic year.
4. Co-teach with cooperating teachers throughout the academic year based on individually developed plans which emphasize credential candidate's gradual assumption of responsibility culminating in a solo teaching experience.
5. Participate in department meetings and faculty meetings when possible.
6. Attend Back to School Nights and Open Houses.
7. Execute any credential candidate contract adopted by the parties.

DISTRICT DISCRETION

The District at its sole discretion may refuse to accept any university student assigned to the District, and may request termination of the assignment of any previously assigned student.

STIPENDS

Stipends, if any, paid by the University to District shall be for transmittal directly to the cooperating teacher.

LIABILITY INSURANCE

The University and the District shall each maintain automobile liability, general liability (including alleged sexual misconduct), and errors and omissions (professional) liability coverages for themselves and their respective employees. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for credential candidates to which this Agreement applies, and such coverage will be the only such coverage applicable to such credential candidates. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by

or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Lizbeth "Beth" J. Martin, Ph.D., President — Date
Notre Dame de Namur University
1500 Ralston Avenue, Belmont, CA 94002

Superintendent/Chief Business Officer (District) Signature — Date

Print - District Officer Name and Title

NDNU Contact
Aspo Normantas
1500 Ralston Ave., Belmont, CA 94002 phone: 650-508-3430

Please email fully executed MOU to anormantas@ndnu.edu

Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Provide Education Specialist and Teaching Interns

Dr. Shawnterra Moore, Superintendent
South San Francisco Unified School District
398 B St.
South San Francisco, CA 94080-4423
smoore@ssfusd.org; jspaulding@ssfusd.org

This agreement is between South San Francisco Unified School District ("District") and Notre Dame de Namur University ("University"), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential and Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate and may be referred to below as intern mentor/liaison.

University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to credential candidates and intern mentor/liaison. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning August 15, 2022 and ending June 30, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific

English learner support and supervision, which must be provided to interns. The regulations (California Education Code §44321) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year **(72 hours per semester)** of support/mentoring and supervision must be provided to each intern teacher including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a liaison/mentor or other designated individual who meets the Commission's specified criteria prior to an intern assuming daily teaching responsibilities.
- An additional 45 hours per year **(23 hours per semester)** of support/mentoring and supervision specific to meeting the needs of English learners is required for an intern teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor/liaison. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the intern's first day as teacher of record, provide each intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the university supervisor to support the intern in achieving competency in the Teaching Performance Expectations. District will verify, per CTC requirements, that the district-employed mentor/liaison holds a Clear Credential in the content area for which he/she is providing supervision, a minimum of three years of content areas K-12 teaching experience, has demonstrated exemplary teaching practices, and has been prepared by the district for the roles and responsibilities of a mentor/liaison.
2. Provide new teacher orientation, on-going support and other clinical/professional experiences for interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
3. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
4. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by an intern.
5. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that intern candidates have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills, subject matter competence, Negative TB test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, satisfactory completion of one standard student teaching placement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an intern in the school.
5. University will guarantee that intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct credential candidates/interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.
9. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, in collaboration with the district, the program will provide and/or verify that the "district employed supervisors have a minimum of 10 hours of initial orientation to the program curriculum as well as professional develop in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices."

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIASION RESPONSIBILITIES

1. Collaborate to ensure that the intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities (*Intern Support and Supervision Record*) that satisfy CTC support and supervision requirements to assist the intern teacher in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the intern in creating networks with faculty, staff, and administrators who can provide additional support.

INTERN RESPONSIBILITIES

1. Document required hours weekly using the University *Intern Support and Supervision Record*.
2. Review the *Intern Support and Supervision Record* with both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.
3. Submit signed *Record* at the end of each month to the University.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for an intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of an intern who is terminated by the District.

LIABILITY INSURANCE

The University and the District shall each maintain automobile liability, general liability (including alleged sexual misconduct), and errors and omissions (professional) liability coverages for themselves and their respective employees. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for employees to which this Agreement applies, and such coverage will be the only such coverage applicable to such employees. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.

INDEMNIFICATION

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

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage

arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Lizbeth Martin 8/5/22

Lizbeth J. Martin, Ph.D., President — Date
Notre Dame de Namur University
1500 Ralston Avenue, Belmont, CA 94002

Superintendent/Chief Business Officer (District) Signature — Date

Print - District Officer Name and Title

NDNU Contact
Aspo Normantas
1500 Ralston Ave., Belmont, CA 94002
650-508-3430
Please email fully executed MOU to anormantas@ndnu.edu

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Yamamoto, Melissa, Paraprofessional II – Special Education, Junipero Serra Elementary School, 6.0 hours per day, Range 29, Step 2, effective August 10, 2022.

Buensalido, Ghian, Paraprofessional II – Special Education, Junipero Serra Elementary School, 6.0 hours per day, Range 29, Step 2, effective August 10, 2022.

Garcia, Jean Marie, Nutrition Services Supervisor, District Office/Nutrition Services, 7.5 hours per day, Range 52SH, Step 5, effective August 10, 2022.

Wong, Campbell, Custodian I, Martin Elementary School, 8.0 hours per day, Range 33, Step 5, effective August 9, 2022.

Aguayo, Francisco, Skilled Maintenance Worker, District Office/Facilities, 8.0 hours per day, Range 48, Step 5, effective August 8, 2022.

Zoph, Michael, Grounds Maintenance Worker, District Office/Facilities, 8.0 hours per day, Range 48, Step 5, effective August 8, 2022.

RESIGNATION

Ward, Bradley, Career Center Technician, South San Francisco High School, 7.0 hours per day, Range 34, Step 5, effective June 30, 2022.

Fermin Yapo, Andrea, Nutrition Services Assistant I, South San Francisco High School, 2.5 hours per day, Range 25H, Step 3, effective August 9, 2022.

Zuniga, Juliana, Paraprofessional II – Special Education, Hillside Preschool, 6.0 hours per day, Range 29, Step 5, effective August 9, 2022.

RESIGNATION (FROM CLASSIFIED, TO ACCEPT CERTIFICATED POSITION)

Morla, Michael, Paraprofessional I – Special Education, El Camino High School, 6.0 hours per day, Range 26, Step 3, effective June 30, 2022.

Bustios, Faride, Paraprofessional II – Special Education, Hillside Preschool, 6.0 hours per day, Range 29, Step 4, effective June 30, 2022.

RETIREMENT

Yuen, Kit, Paraprofessional I – Special Education, Westborough Middle School, 6.0 hours per day, Range 26, Step 5, effective August 8, 2022.

TEMPORARY INCREASE IN HOURS

Nazzal, Judy, Senior Office Assistant, Children's Center, 5.5 to 7.0 hours per day, Range 37A, Step 5, effective July 25, 2022 through June 2, 2023.

Cabanas, Jacqueline, Early Child Development Coach, Children's Center, 6.5 to 7.5 hours per day, Range 41 A, Step 5, effective August 8, 2022 through June 26, 2023.

TEMPORARY INCREASE IN HOURS (CONTINUED)

Linnell, Sandra, Paraprofessional I – Childcare, Skyline Elementary School, 3.0 to 4.0 hours per day, Range 25 A, Step 5, effective August 10, 2022 through June 26, 2023.

Aguirre, Irene, Office Assistant, Los Cerritos Elementary School, 3.0 to 3.5 hours per day, Range 30, Step 5, effective August 10, 2022 through June 26, 2023.

Ramirez, Elizabeth, Paraprofessional I - Bilingual, Los Cerritos Elementary School, 3.0 to 5.0 hours per day, Range 25, Step 5, effective August 10, 2022 through June 26, 2023.

Garcia, Teresa, Paraprofessional I - Bilingual, Martin Elementary School, 5.0 to 6.0 hours per day, Range 25 A, Step 5, effective August 10, 2022 through June 26, 2023.

Sanchez, Martha, Office Assistant, Martin Elementary School, 4.0 to 7.0 hours per day, Range 30, Step 5, effective August 10, 2022 through June 26, 2023.

Vieyra, Delia, Paraprofessional I – Bilingual, Martin Elementary School, 5.0 to 6.0 hours per day, Range 25 A, Step 5, effective August 10, 2022 through May 26, 2023.

Ginorio, Anthony, Campus Security, Parkway Heights Middle School, 5.0 to 6.0 hours per day, Range 29, Step 3, effective August 10, 2022 through May 26, 2023.

Alvarez, Dora, Office Assistant, Ponderosa Elementary School, 4.5 to 5.5 hours per day, Range 30A, Step 5, effective August 10, 2022 through May 26, 2023.

Gomez, Sandra, Paraprofessional I - Bilingual, Ponderosa Elementary School, 3.0 to 4.0 hours per day, Range 25, Step 5, effective August 10, 2022 through May 26, 2023.

Christie, Loree, Paraprofessional I – Special Education, South San Francisco High School, 6.0 to 6.5 hours per day, Range 26, Step 5, effective August 15, 2022 through May 26, 2023.

Meinguer, Arantxa, Paraprofessional I – Bilingual, Spruce Elementary School, 3.0 to 6.0 hours per day, Range 25, Step 5, effective August 10, 2022 through May 26, 2023.

Hernandez, Julie, Paraprofessional I – Bilingual, Spruce Elementary School, 4.0 to 6.0 hours per day, Range 25, Step 2, effective August 10, 2022 through May 26, 2023.

Estrada, Virginia, Office Assistant, Sunshine Gardens Elementary School, 3.0 to 7.0 hours per day, Range 30 A, Step 5, effective August 10, 2022 through May 26, 2023.

Gomez, Ruth, Paraprofessional I – Bilingual, Sunshine Gardens Elementary School, 4.0 to 6.0 hours per day, Range 25 A, Step 5, effective August 10, 2022 through May 26, 2023.

Sazio, Susan, Campus Security, Westborough Middle School, 5.0 to 7.0 hours per day, Range 29 A, Step 5, effective August 10, 2022 through May 26, 2023.

Sison, Zaida, Paraprofessional I – Bilingual, Westborough Middle School, 5.0 to 6.0 hours per day, Range 25 A, Step 5, effective August 10, 2022 through May 26, 2023.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: September 8, 2022

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of a cash or in-kind gifts during the month of August 2022.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT – ACCEPTANCE OF GIFTS FOR AUGUST 2022.

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

$50 from Josephine Diaz to El Camino High School AVID Club in support of the AVID Program.

$500 – Non-monetary donation of various office-like supplies valued roughly at $500 to El Camino High School in support of academic excellence.

$100 from Andrea Panoringan to El Camino High School in support of academic excellence.

$150 from Anthony Sandillo to El Camino High School in support of academic excellence.

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: September 8, 2022

RE: Approval of 2022-23 Fundraisers

BACKGROUND:

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

The following fund-raisers are being submitted for approval:

Buri Buri Elementary School

5th Grade	World Finest Chocolate Fundraiser – Selling chocolates to help fundraise for Outdoor Ed. Commencing September 19, 2022 through October 19, 2022.

Martin Elementary School

ASB	Class Themed Basket Fundraiser – In celebration of the school's 100th year anniversary, each class will create a basket full of goodies to sell. All goodies will be donated by parents in each class. Each basket will contain a variety of treats ranging from chocolates to school supplies to multiple gift certificates. Funds will be put towards field trips and other school needs. Commencing October 29, 2022.

Monte Verde Elementary School

All Grades	Monte Verde ASB Walk-A-Thon – Commencing September 2022 from 9:00 a.m. to 12:00 p.m.

Spruce Elementary School

5th Grade	Chocolate Sale – Selling chocolates to help fundraise for Outdoor Ed. Commencing October 3, 2022 to November 4, 2022.

El Camino High School

10th Grade	Nothing Bundt Cake Fundraiser – Sophomore class will be selling bundt cakes at $6.00 each afterschool in-front of the red stage. Commencing September 9, 2022 from 3:20 p.m.to 4:00 p.m. Stix Takeover – Sophomore class will be hosting a restaurant takeover of Stix located at 1355 Broadway in Burlingame. Commencing September 20, 2022 from 2:00 p.m. to 6:30 p.m. Chipotle Takeover - Sophomore class will be hosting a restaurant takeover of Chipotle located at 990 Serramonte Blvd in Colma. Commencing September 14, 2022 from 4:00 p.m. to 8:00 p.m. Milktea Lab Fundraiser – Selling boba drinks for $5.00 each afterschool in front of the red stage. Commencing September 13, 2022 from 3:20 p.m. to 4:00 p.m.
Ballet Folklorico	World's Best Chocolate Fundraiser – Commencing September 2022 through October 2022.
Class of 2023	T-Pumps Fundraiser – Selling boba drinks during the September 30, 2022 football game. Stix Fundraiser – Selling catered food from Stix. Commencing September 15, 2022 from 3:20 p.m. to 4:00 p.m. MOD Pizza Takeover – Located at the 127 Serramonte Center restaurant. Commencing September 22, 2022.
Class of 2025	Milk Tea Lab Fundraiser – Selling boba drinks at $5.00 each afterschool, in front of the red stage. Commencing September 27, 2022.

Fil-Am	T-Pump Fundraiser – Selling boba drinks afterschool in front of the red stage. Commencing September 23, 2022.
Math Club	Spam Musubi Fundraiser – Commencing September 13, 2022 from 3:20 p.m. to 3:45 p.m.

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: September 8, 2022

RE: Professional Services Agreements Under $25,000

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

$19,455	CBF Inc. – To furnish necessary labor and materials for the electrical work at WMS. Work will consist of installation of receptacle and surge suppressor plug strip behind each television monitor, route power from nearest existing power source, and test and label each receptacle for 21 television monitors. Commencing August 2022.
$6,760	ENGIE Services, Inc. – To provide all labor and materials needed to perform a one-time Vegetation Management Service around the solar arrays located at WMS. Commencing August 2022.
$4,819	Tri-Valley Excavating – Urgent work needed to saw cut concrete, excavate and export broken concrete, compact subgrade in asphalt patch, and more at the Parkway Heights Middle School site. Commencing August 2022.
$6,250	FieldTurf – To provide labor and materials to perform repairs for the ECHS football field. Work includes replacement of penalty kick area, shaving of yellow lines, clean-up, and more. Commencing August 2022.

Not to exceed $9,999	Brett Hammack, DSA Project Inspector – To provide DSA Inspection to sure that the ECHS Pedestrian Bridge & Accessibility Project is DSA compliant. Commencing August 2022.

District Office – Ed Services

$24,000	Bodwin, Diane - Consultant will provide guidance and expertise in the set up and implementation of Infinite Campus Online Registration along with data process in IC, data quality control mechanism, training, and HTML/SQL programming. Commencing September 9, 2022 through August 31, 2023.
$6,400	Lopez, Carlos – Consulting services will complete 8 ECERS-R assessments with summary reports of findings for the Children's Center, Hillside, and preschool classes at Martin. A follow-up virtual meeting will be scheduled with staff from each classroom to discuss findings. Commencing September 14, 2022 through September 29, 2022.
$2,100	Fong, Audrey – Providing two virtual Leveled Literacy Intervention New Teacher Professionally Development Workshops for Spruce ES, Junipero Serra ES, and Sunshine Gardens ES. Commencing September 2022 and November 2022 (tentative).

Buri Buri Elementary School

$25,000	Climate Corps Education Outside - Supports learning for emerging climate protection by providing safe, hands-on outdoor science. Commencing August 22, 2022 to August 4, 2023.

Ponderosa Elementary School

$8,000	Soul Shoppe Programs – A virtual learning platform to support children by giving conflict resolution tools that allow them to support each other via the Cultivate Connection Program. Commencing August 24, 2022 through May 26, 2023.

Skyline Elementary School

$13,900	Soul Shoppe Programs – Providing in-person sessions to students on building relationships,

problem solving, and supporting emotional growth. Commencing September 2022.

$10,000 — Science from Scientists - A STEM Literacy program designed to provide regular scheduled hands-on science, technology, engineering, and math lessons for grades 4-5. Commencing September 2022 through May 2023.

Spruce Elementary School

$14,000 — Reading Partners SFBA – One-on-one literacy intervention for K-4 students who are six months to 2.5 years behind peers in reading. Commencing October 2022 through June 2023.

$12,500 — Science from Scientists – A STEM Literacy program designed to provide regular scheduled hands-on science, technology, engineering, and math lessons for grades 3-8. Commencing September 2022 through May 2023.

$11,336 — Music for Minors, Inc. (MFM) – A music education service designed to teach the comprehensive and sequential standards based on the MFM curriculum. Commencing September 2022 through June 2023.

Sunshine Gardens Elementary School

$24,960 — Star Vista – Provide mental health counseling and social work in small groups and in individuals at the Sunshine Gardens Elementary School site. Commencing July 1, 2022 through June 30, 2023.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D. Superintendent

DATE: September 8, 2022

RE: October Community Forum Topic(s) Discussion

BACKGROUND:

In preparation for the October 20 Community forum, we wanted to give the Board an opportunity to discuss potential topics.

The Board will determine 1-2 topics they would like the community forum to focus on. In previous years, the Board discussed the following topics at our community forums:

- *School safety: A review of the Big 5 Protocols and site emergency plans*
- *Equity and homework*
- *District fields*
- *Moving to district (area) elections*
- *Mental health in the District*
- *Nutrition Services (long food lines and breakfast service at middle and high schools)*

FISCAL IMPLICATIONS:

NA

RECOMMENDATION:

For information and discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Board of Trustees' Appointment to the Personnel Commission

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BACKGROUND:

Reem Nasrah, Personnel Commissioner, will complete her term as the Board of Trustees' appointment at noon on December 1, 2022. Personnel Commissioners are appointed for three-year terms on a rotating basis. The three commissioners are appointed as follows:

1. Board of Trustees' appointment
2. Board of Trustees' appointment upon recommendation of CSEA
3. Commissioners' appointment

The Rules and Regulations of the Classified Service state that the incumbent shall notify the Board of Trustees by September 1 of his/her interest in reappointment. Ms. Nasrah is seeking reappointment.

The Board of Trustees shall publicly announce the name of the person it intends to appoint or reappoint. At a Board meeting to be held after 30 and within 45 days of the date of the Board publicly announced its candidate, the Board shall hold a public hearing to provide the public, employees and employee organizations the opportunity to express their views on the qualifications of the person recommended by the Board of Trustees for appointment. The Board at that time may make its appointment, or may make a substitute appointment or recommendation without further notification or public hearing.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends that the South San Francisco Unified School District Board of Trustees publicly announce the name of the person it intends to appoint as the Board of Trustees' appointment to the Personnel Commissioner for a three year term commencing December 15, 2022 through December 1, 2025.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Additional Article to Negotiate with SSFCTA

BACKGROUND:

Prior to commencing negotiations, California law (Government Code section 3547) requires that a school district and the exclusive employee representative present their respective initial proposals at a public meeting. On April 28, 2022, SSFCTA submitted its Initial Proposal to the Board of Trustees to begin contract negotiations for the re-opener agreement. The District also presented its Initial Proposal to the South San Francisco Classroom Teachers Association. The District reserved it's right to negotiate an additional article. The District is adding an additional article to be negotiated with SSCTA. During these negotiations, the District's proposals and its responses to SSFCTA's proposals shall be guided by the District's commitments to student learning and achievement, fiscal responsibility, and the long-term stability of the District.

FISCAL IMPLICATIONS:

TBD

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the District's additional article to negotiate with the South San Francisco Classroom Teachers Association.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

DISTRICT ADDITIONAL PROPOSAL

The South San Francisco Unified School District ("District") submits this initial proposal for the re-opener with the South San Francisco Classroom Teachers Association/CTA/NEA (hereinafter the "Association") to be presented at the District Board meeting on September 8, 2022. Please note that the District reserves the right to modify, amend, delete, or add to its proposals throughout the course of these negotiations.

During these negotiations, the District's proposals and its responses to the Association's proposals will be guided by the District's commitments to student learning and achievement; fiscal responsibility; and the long-term stability of the District. With as vested interest in a cooperative and positive relationship with the Association, the District proposes negotiating the following articles:

IN GENERAL:

Review of Compensation and Benefits, Teaching Hours plus one article as agreed upon on December 14, 2021 by the District and Association. The District will open one more article as agreed.

ARTICLE 13: EVALUATION

The District proposes the implementation of a new evaluation with new standards and rubrics based on the Danielson Instructional Framework.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #22-56

HISPANIC/LATINX HERITAGE MONTH
SEPTEMBER 15 – OCTOBER 15, 2022

WHEREAS, the month of September 15 to October 15 was designated as ***Hispanic Heritage/Latinx Month*** *by the United States Congress in 1988; and*

WHEREAS, Hispanic, Latinx or Latino, refers to Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race; and

WHEREAS, September 15 was chosen to commemorate the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua and September 16 for Mexico's independence; and

*WHEREAS, this year's theme is: "****Unidos: Inclusivity for a Stronger Nation"*** and

WHEREAS, the impact of the Hispanic/Latinx culture and centuries-old traditions are manifested in our State's customs and laws; and

WHEREAS, Hispanic Americans/Latinx continue to make important contributions to our society in American government, business, agriculture, Armed Forces, commerce, education, the arts, science, and sports; and

WHEREAS, California Education Code Section 51204.5 specifically calls for instruction in the social sciences to include the study of the role and contributions of Mexican Americans, to the economic, political, and social development of California and the nation, with particular emphasis on portraying the role of this group in contemporary society; and

WHEREAS, Hispanic Americans/Latinx are one of the fastest growing communities in this country and represent 62 million or 19% of U.S. residents, 40% of California's population which signifies the nation's largest Hispanic/Latinx population, 30% of the SSF population and 44% of the District's students;

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor Hispanics and Latinos during ***2022 Hispanic/Latinx Heritage Month.***

REGULARLY PASSED AND ADOPTED this 8th day of September 2022.

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____
Secretary/Clerk of the Board

_____

_____ _____
Superintendent of Schools

_____

DISTRITO ESCOLAR UNIFICADO DE SUR SAN FRANCISCO

Resolución # 22-56

MES DE LA HERENCIA HISPANA/LATINX
15 de septiembre – 15 de octubre de 2022

*CONSIDERANDO, que el mes de 15 de septiembre al 15 de octubre fue designado como **Mes de la Hispanidad/Latinx** por el Congreso de los Estados Unidos en 1988; y*

CONSIDERANDO que, Hispano o Latinx, se refiere a Puertorriqueño, Sur o Centro Americano, u otra cultura o origen español, independientemente de su raza; y

POR CUANTO, 15 de septiembre fue elegido para conmemorar el aniversario de la independencia de cinco países Latino Americanos: Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua y 16 de septiembre por la independencia de México; y

*CONSIDERANDO que, El tema de este año es: "**Hispano/Latinx: sé orgulloso de tu pasado, abraza el futuro**."; y*

CONSIDERANDO, que el impacto de la cultura Hispana/Latinx y tradiciones centenarias se manifiestan en las costumbres y las leyes de nuestro estado; y

POR CUANTO, los Hispanos/Latinx siguen haciendo importantes contribuciones a nuestra sociedad en el gobierno estadounidense, los negocios, la agricultura, las Fuerzas Armadas, el comercio, la educación, las artes, la ciencia, y los deportes; y

CONSIDERANDO, que el Código de Educación de California Sección 51204.5 llama específicamente instruir en las ciencias sociales el estudio de la función y las contribuciones de estadounidenses de origen mexicano, para el desarrollo económico, político y social de California y del país, con énfasis especial en retratar el papel de este grupo en la sociedad contemporánea; y

POR CUANTO, los Hispanos/Latinx son una de las comunidades de más rápido crecimiento en este país y representan 61 millones o 19% de los residentes de Estados Unidos, el 40% de la población de California que significa la mayor población hispana de la nación, el 30% de la población SSF y el 44% de los estudiantes del Distrito;

*AHORA, POR LO TANTO, SE RESUELVE que la Junta Directiva del Distrito Escolar Unificado de Sur San Francisco por lo presente reconoce y desea honrar los Hispanos y los Latinos durante el **Mes de la Hispanidad/Latinx 2022.***

APROBADA y ADOPTADA REGULARMENTE el día 8 de septiembre de 2022.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: September 8, 2022

RE: Nominations for CSBA Directors-at-Large

BACKGROUND:

CSBA is currently accepting nominations for Directors-at-Large for Asian/Pacific Island and Hispanic. A board member need not be, nor identify as, a member of any particular race or ethnic group to be nominated or run for any of CSBA's Director-at-Large positions.

Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district. Nominating Trustees must have permission from the Board member prior to nominating him or her. A completed nomination form is due to CSBA no later than Friday, September 30, 2022. A nominee must also provide a signed and dated candidate form and two letters of recommendation to CSBA by the due date of Friday, October 14, 2022.

The elections will be held during CSBA's Delegate Assembly in San Diego on Wednesday, November 30, 2022. The Directors-at-Large will serve two-year terms and take office immediately upon the close of CSBA's Annual Education Conference.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

The SSFUSD Board of Trustees may consider nominating a member for a CSBA Director-at-Large position and providing the required two letters of recommendation.

California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, September 30, 2022
Please deliver to all members of the governing board.

August 1, 2022

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education
FROM: Dr. Susan Heredia, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic

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Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted through Friday, September 30, 2022. Information, including required forms, related to the nomination and election process are available online, please visit www.csba.org. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction. All newly elected Directors-at-Large should plan to attend a required orientation at CSBA Offices in West Sacramento on **Monday, December 12**.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board.

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, November 30 at the Marriott Marquis San Diego Marina. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 3, 2022.

A valid nomination includes the following and are required to be submitted **no later than Friday, September 30, 2022 via U.S. Postal Service postmark or emailed to nominations@csba.org by 11:59 p.m.**

- **Nomination form from a member board**: A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.

Nominees are required to submit the following candidate materials **by 11:59 p.m. on Friday, October 14, 2022**:

- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Susan Heredia. Recommendation letters may be from:
  1) A CSBA member district or county office of education (COE) board - ***if letter is signed by the Superintendent, it must state it is being submitted "on behalf of the board."***
  2) An individual board member from a CSBA member district or COE board
  3) Another association of school or county office of education board members
- **An optional, one-page résumé** from the nominee.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. More information about the Directors-at-Large nomination and election process, as well as required documents, may be found at www.csba.org.

Thank you.

2022 Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination.

The deadline for the nomination form is Friday, September 30, 2022.

Please submit a separate nomination form for each position nominated.

The governing board of the _____ School District or County Office Board of Education voted to nominate _____ as a candidate for the following Director-at-Large position:
(Nominee name)

- ❑ Director-at-Large, Asian/Pacific Islander
- ❑ Director-at-Large, Hispanic

The nominee is a member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and given permission to be nominated.

_____ _____
Signature of the Board Clerk or Board Secretary *Date*

Please submit this nomination form by choosing only ONE of the following options:

E-mail: nominations@csba.org – due by 11:59 p.m. Fri. 9/30/22
FAX: Attn: Executive Office – CSBA Pres. – 916.371.3407 no later than Fri. 9/30/22
U.S. Mail Postmarked by US Postal Service no later than Fri. 9/30/22
Dr. Susan Heredia, CSBA President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691

2022 Director-at-Large, Asian/Pacific Islander and Hispanic Candidate Form

Deadline: *Please submit this Candidate Form via e-mail to nominations@csba.org by* ***Friday, October 14, 2022.*** *Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691. Submission of this completed form is required for all Director-at-Large candidates. Do not submit your answers on a separate page.*

I AM RUNNING FOR: _____

Name: _____ Region: _____

District or COE: _____ Years on board: _____ ADA: _____

Contact Number: _____ Preferred E-mail: _____

Profession: _____

1. **CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?**

2. **Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.**

Continued on next page

3. **What is one characteristic that you believe every leader should possess?**

4. **What do you see as the biggest challenge facing governing board members and how can CSBA help?**

5. **Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.**

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature September 8, 2022 Date

Frequently Asked Questions re Election to CSBA's Board of Directors for 2022-2024 Term as a Director-at-Large

How many Directors-at-Large are there? *There are 5 Directors-at-Large – African American, American Indian, Asian/Pacific Islander, Hispanic, and County. In addition, there are 4 officers, 21 Regional Directors, and the President of the California County Boards of Education (CCBE) who serves a one-year term.*

Which Director-at-Large positions are up for election? *In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American, and County.*

Who can run for Directors-at-Large? *Any board member from a CSBA-member district or county office of education board, but please note that Standing Rule 108 prohibits simultaneous service on state-wide boards that represent the education community such as those that represent labor, parents, special interests, or other areas of the school governance community.*

Who can nominate the Directors-at-Large? *Any district or county office of education whose board is a member of CSBA.*

When are nominations due? *Nomination forms are due from member boards on or before* ***Friday, September 30, 2022 by 11:59 p.m.*** *via U.S. Postal Service postmark or emailed to nominations@csba.org . A valid nomination includes the following:*

- ***Nomination form****: A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.*

When are candidate materials due? *Candidate materials are due from Director-at-Large nominees on* ***Friday, October 14, 2022 by 11:59 p.m.*** *via U.S. Postal Service postmark or emailed to nominations@csba.org . A completed nomination packet includes:*

- ***Candidate Form:*** *A signed, and dated candidate form completed by the nominee.*
- ***Two letters of recommendation:*** *A one page, single-sided, letter addressed to CSBA President Susan Heredia. Recommendation letters must be from:*
  1) *A CSBA member district or county office of education (COE) board -* ***if letter is signed by the Superintendent, it must state it is being submitted "on behalf of the board."***
  2) *An individual board member from a CSBA member district or COE board; and*
- ***An optional, one-page résumé*** *from the nominee may be submitted.*

When and where are the elections? *Wed., Nov. 30 at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego.*

How long does a Director-at-Large serve on the Board? *Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show. Directors-at-Large*

may run for re-election if they choose to.

When and Where are the required meetings for CSBA Directors? *There are five Board meetings each year held over a weekend, except for the meetings in May and late November/early December when the meetings are held on a single day. The meeting in late January/early February takes place at a determined offsite location while the meetings in late March/early April and late September/early October typically take place at the CSBA office in West Sacramento. The May meeting takes place in Sacramento the day before the Delegate Assembly meeting. In 2023, the December meeting will take place in San Francisco, the day before the Delegate Assembly meeting, followed by the Annual Education Conference. There are two Delegate Assembly meetings scheduled, as noted in May and late November/early December in host city of the Association's Annual Education Conference.*

What do Directors do? *Members of the Board of Directors establish the vision, mission and goals for the Association, ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. They provide advocacy on behalf of children, public education, local boards and the Association; serve on committees, receive reports and updates on major programs. They also provide two-way communication with Delegate Assembly members and local board members, and support and participate in the Association's activities and events.*

In addition, the Board has corporate duties to adopt the Association's budget; adopt and amend the Association's Standing Rules; receive reports on corporate operations; approve the hiring and terms of employment of the CEO & Executive Director, upon recommendation of the Executive Committee; comment annually on the performance, and act on the contract of the CEO & Executive Director, upon recommendation of the Executive Committee; and abide by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy, as adopted by the Board of Directors.

8/2022 - For questions or additional information, please contact CSBA's Executive Office at (800) 266-3382.
S:\EO\Nominations & Elections\BOD\Directors at Large\Even Number Years\2022\Directors-at-Large FAQ.docx

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: September 8, 2022

RE: New and Updated Board Policies - *1ST Reading/Approval*

BACKGROUND:

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

1. BP 3110 – Transfer of Funds
2. BP 3230 – Federal Grant Funds
3. BP 3452 – Student Activity Funds
4. BP 3515.3 – District Police/Security Department
5. BP 3600 - Consultants
6. BP 6142.8 – Comprehensive Health Education
7. BP 7210 – Facilities Financing

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

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

PROPOSED
FIRST READING
09/08/2022

CSBA Sample
Board Policy

BP 3110(a)

Business and Noninstructional Operations

TRANSFER OF FUNDS

Note: Education Code **41010 and** 42600 requires districts to expend funds in accordance with the classification of expenditures included in their adopted budget **and in the California School Accounting Manual. However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice.** The following **optional** policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

(cf. 9323.2 - Actions by the Board)

TRANSFER OF FUNDS (continued)

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

Note: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

Note: Pursuant to Education Code 42601, **the district, with the approval of** the Governing Board**,** may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations **incurred during that school year**, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remainin the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund.

TRANSFER OF FUNDS (continued)

(Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

Legal Reference:

EDUCATION CODE
78 Definition, governing board
5200 Districts governed by boards of education
16095 Transfer of district funds to district state school building fund
41010 California School Accounting Manual
41301 Section A state school fund allocation schedule
42125 Designated and unappropriated fund balances
42238-42251 Apportionments to districts, especially:
42238.01-42238.07 Local control funding formula
42600 District budget limitation on expenditure
42601 Transfers between funds to permit payment of obligations at close of year
42603 ***Temporary*** *Transfer of monies held in any fund or account to another fund; repayment*
42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22
42840-42843 Special reserve fund
52616.4 Expenditures from adult education fund

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Fiscal Crisis and Management Assistance Team: http://www.fcmat.org

(11/11 10/13) 3/21

Policy Reference UPDATE Service
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CURRENT

Board Policy
Transfer Of Funds

BP 3110
Business and Noninstructional Operations

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants district flexibility in "Tier 3" categorical programs. The South San Francisco Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-2009 through 2012-2013 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 3100 - Budget)
(cf. 3400 - Management of District Assets/Accounts)

The Board may transfer funds during or at the end of the fiscal year in accordance with law as necessary to meet district needs or to permit the payment of district obligations. (Education Code 16095, 17582-17592, 42600-42603, 42605, 42841-42843, 52616.4)

Tier 3 Categorical Flexibility

From the 2008-09 through 2012-13 fiscal years, the Board has determined that it is in the best interest of the district to utilize the categorical program flexibility authorized by Education Code 42605. Funds received for programs identified by law as Tier 3 categoricals may be expended for any educational purpose.

The Board shall hold a public hearing to take testimony from the public, discuss, and approve or disapprove the proposed use of the funding, and shall make explicit for each of the categorical budget items the purposes for which the funds will be used. (Education Code 42605)

During the hearing, the Board shall consider the district's goals for student learning and determine funding priorities and program focus. The Board may also discuss statutory constraints, available resources, and whether program modifications might improve educational outcomes.

The Superintendent or designee shall regularly report to the Board regarding how the district is exercising the flexibility and whether the desired results are being achieved. He/she shall also complete any necessary reports required by the California Department of Education.

(cf. 0420 - School Plans/Site Councils)
(cf. 0420.1 - School-Based Program Coordination)
(cf. 0440 - District Technology Plan)
(cf. 0520.1 - High Priority Schools Grant Program)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3111 - Deferred Maintenance Funds)
(cf. 3530 - Risk Management/Insurance)
(cf. 4111 - Recruitment and Selection)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4131 - Staff Development)
(cf. 4131.1 - Beginning Teacher Support/Induction)
(cf. 4138 - Mentor Teachers)
(cf. 4139 - Peer Assistance and Review)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 5136 - Gangs)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.6 - Parental Notifications)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 5148.1 - Childcare Services for Parenting Students)
(cf. 5149 - At-Risk Students)
(cf. 6111 - School Calendar)
(cf. 6141.5 - Advanced Placement)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6151 - Class Size)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6162.52 - High School Exit Examination)
(cf. 6163.1 - Library Media Centers)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer School)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6179 - Supplemental Instruction)

(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)
(cf. 6200 - Adult Education)
(cf. 9323.2 - Actions by the Board)

Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification at any time by the Board on adoption of a resolution by a majority vote. The resolution must also be approved by the County Superintendent of Schools and filed with the county auditor.

Transfers may be made at any time between expenditure classifications by a majority vote of the Board approving a resolution which is approved by the County Superintendent of Schools and filed with the county auditor. (Education Code 42600)

End-Of-The-Year-Procedures

At the close of the school year, the Superintendent or designee may, with Board approval, identify and request the County Superintendent of Schools to make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s) or balance any budget expenditure classifications as necessary to permit the payment of obligations incurred by the district during that school year. (Education Code 42601)

Temporary Transfers between Classifications

The Board may direct that monies held in any fund or account may be temporarily transferred from one or more of these accounts to another fund or account to be used for the payment of obligations of the district, with limitations as set by Education Code 42603. The transfer shall be accounted for as temporary borrowing and shall not be available for appropriation or be considered income to the borrowing fund or account.

Legal Reference:
EDUCATION CODE
78 Definition governing board
5200 Districts governed by boards of education
16095 Transfer of district funds to district state school building fund
17582 Deferred maintenance fund; establishment; purpose
17583 Deferred maintenance fund; transfer
17584 Budgeting certification deferred maintenance fund; apportionment
17585 Applications for deferred maintenance funding
41301 Section A state school fund allocation schedule
42125 Designated and unappropriated fund balances
42600 District budget limitation on expenditure
42601 Transfers between funds to permit payment of obligations at close of year
42603 Transfer of monies held in any fund or account to another fund; repayment

42605 Tier 3 categorical flexibility
42840-42843 Special reserve fund
52616.4 Expenditures from adult education fund

Management Resources:
CSBA PUBLICATIONS
Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009
CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE
Fiscal Issues Relating to Budget Reductions and Flexibility Provisions, April 2009
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Fiscal Crisis and Management Assistance Team: http://www.fcmat.org

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

PROPOSED
FIRST READING- NEW
09/08/2022

CSBA Sample
Board Policy

BP 3230(a)

Business and Noninstructional Operations

FEDERAL GRANT FUNDS

Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII. **2 CCR 200.109 requires that the Uniform Guidance be reviewed every five years. Revisions to the Uniform Guidance (85 Fed. Reg. 49506), effective November 12, 2020, address the information that grant recipients are required to report, implement relevant statutory requirements, and clarify existing requirements.**

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.328 **and 200.329**

(cf. 3460 - Financial Reports and Accountability)

FEDERAL GRANT FUNDS (continued)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

4. Effective control~~s~~ **over** and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)
(cf. 3440 - Inventories)
(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

FEDERAL GRANT FUNDS (continued)

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Note: Pursuant to 2 CFR 200.328 **and 200.329**, districts must submit **financial and** performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual circumstances. **Status reports due annually must be submitted no later than 90 calendar days after the reporting period, and reports due quarterly or semi-annually must be submitted no later than 30 calendar days after the reporting period. As amended by 85 Fed. Reg. 49506, 2 CFR 200.329 increases the time period for submitting final performance reports from 90 to 120 days after the performance end date.** The district may request an extension of the due date for any performance report for justifiable reasons.

In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's website and BP 6190 - Evaluation of the Instructional Program.

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted **no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328**, 200.329**)

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

FEDERAL GRANT FUNDS (continued)

Legal Reference:
EDUCATION CODE
42122-42129 Budget requirements
64001 School plan for student achievement, consolidated application programs
CODE OF FEDERAL REGULATIONS, TITLE 2
180.220 Amount of contract subject to suspension and debarment rules
200.0-200.521 Federal uniform grant guidance, especially:
200.1-200.99 Definitions
200.100-200.113 General provisions
200.317-200.326 Procurement standards
200.327-200.329 Monitoring and reporting
200.333-200.337 Record retention
200.400-200.475 Cost principles
200.500-200.521 Audit requirements
CODE OF FEDERAL REGULATIONS, TITLE 34
76.730-76.731 Records related to federal grant programs
CODE OF FEDERAL REGULATIONS, TITLE 48
2.101 Federal acquisition regulation; definitions

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Department of Education Audit Guide
California School Accounting Manual
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Questions and Answers Regarding 2 CFR Part 200
WEB SITES
California Department of Education: http://www.cde.ca.gov
Education Audit Appeals Panel: http://www.eaap.ca.gov
Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb
State Controller's Office: http://www.sco.ca.gov
*System for Award Management (SAM): **http://**www.sam.gov/**SAM***
U.S. Department of Education: http://www.ed.gov
U.S. Government Accountability Office: http://www.gao.gov

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PROPOSED
FIRST READING
09/08/2022

CSBA Sample
Board Policy

Business and Noninstructional Operations BP 3452(a)

STUDENT ACTIVITY FUNDS

Note: Pursuant to Education Code 48930, the Governing Board may approve the formation of associated student body organizations (ASBs), **which are** composed entirely of students **and are subject to the Board's control and regulation**. Generally, there are two types of ASBs. ASBs in high schools and middle schools are **referred to as** "organized ASBs" since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance**, oversight, and co-approval** of a **district-employed** advis**o**r. In elementary schools, ASB**s are considered to be** "unorganized" because there is no student council and the principal or designee usually oversees the fundraising and spending decisions, with more limited involvement from the students.

ASBs**, which are subject to the Board's control and regulation pursuant to Education Code 48930,** are legally considered part of the district. **In contrast, booster clubs, education foundations, parent-teacher associations, and other parent-run organizations operate independently of the district.** See BP /AR 1230 - School-Connected Organizations. **Districts with questions regarding the distinction between an ASB and a school-connected organization should consult legal counsel.**

The following **optional** policy may be modified to reflect district practice.

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities **while** help**ing** students learn about effective financial practices **and develop leadership and management skills**. To that end, **the Board may approve the formation of associated** student **body** organizations **which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations** may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

STUDENT ACTIVITY FUNDS (continued)

Fundraising

Note: Education Code 48932 requires the Board to approve a student organization's fundraising events and to determine whether ~~such~~ **fundraising** activities **that are held on school property during school hours** will interfere with the normal conduct of the schools. The following paragraph provides for the Board to delegate the review and approval of ASB fundraising events to the Superintendent or designee and should be modified to reflect district practice.
For a list of activities that may be prohibited on school grounds because of safety concerns, see AR 5142 - Safety. **For information regarding online fundraising, see BP 3290 - Gifts, Grants and Bequests.**

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the **fundraising** events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and **do not** conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3530 - Risk Management/Insurance)
(cf. 5030 - Student Wellness)
(cf. 5142 - Safety)
(cf. 5143 - Insurance)

Note: Education Code 49431**, 49431.2,** and 49431.5 **prescribe the** types of food**s and beverages** that may be sold on school grounds ~~limit the number of~~ **and restrict when** fundraising events **that involve the sale of noncompliant foods and beverages on school grounds may occur. S**ee BP/AR ~~3550~~ **3554** - Other Food Sales.

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Note: Education Code 48937 requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. The acceptable investment and use of such funds are detailed in Education Code 48933, 48934, and 48936. The Fiscal Crisis **and** Management Assistance Team (FCMAT) has developed the Associated Student Body Accounting Manual**, Fraud Prevention Guide and** ~~&~~ Desk Reference, available on its web site, to outline the district's fiscal and managerial responsibilities relative to these funds.

STUDENT ACTIVITY FUNDS (continued)

Student body funds shall be managed in accordance with law**, regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of **fundraising** ventures, provide reliable financial information, **protect employees and volunteers from accusations of impropriety,** and reduce the risk **and promote the detection** of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall **monitor the budget and** periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be **expended** according to procedures established by the student organization. All **expenditures** must be approved by a Board-designated **employee or** official, the certificated employee who is the **designated** student organization advisor, and a student organization representative. (Education Code 48933)

Note: The following paragraph is optional. 5 CCR 4922 and 34 CFR 106.41 require districts to ensure that the district's athletic program provides equivalent opportunities for both sexes. The factors that districts must consider when determining whether equivalent opportunities are being provided include, but are not limited to, the provision of necessary funds, equipment, supplies, and travel allowances. See AR 6145.2 - Athletic Competition.

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Governmental Accounting Standards Board (GASB) Statement 84, if the district has administrative or direct financial involvement with the ASB's assets, as defined, the student activity fund may be considered a governmental fund subject to accounting and financial reporting within thedistrict's funds. FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts clarifies that, under state law, the district's considerable administrative involvement in both organized and unorganized ASBs means that ASBs will typically be considered governmental activities, rather than fiduciary responsibilities of the district. As such, ASB accounts should be reported in either a special reserve fund or the general fund. For further information see GASB 84, GASB's Implementation Guide No. 2019-2, *Fiduciary Activities*, and FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts. Districts are encouraged to consult legal counsel in the determination of whether its ASB(s) are fiduciary or nonfiduciary in order to properly report the accounts.

STUDENT ACTIVITY FUNDS (continued)

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

Note: Because **an** ~~the~~ ASB is an entity of the district, ASB funds are reviewed as part of the annual audit of the district conducted pursuant to Education Code 41020, as specified below.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference:

EDUCATION CODE
35182.5 Non-nutritious foods and beverages, vending machines
*35564 Funds, obligation**s** of the student body*
41020 Requirement for annual audit
48930-48938 Student body organization
49431 Sale of food ~~and beverages~~, elementary school
49431.2 Sale of food, middle and high schools
*49431.5 Sale of ~~food and~~ beverages, **elementary**, middle**,** and high schools*
51520 School premise, prohibited solicitations
*51521 ~~Fund-raising~~ **Fundraising** projects*
CODE OF REGULATIONS, TITLE 5
4922 Nondiscrimination in intramural, interscholastic, and club activities
15500 Food sales, elementary schools
*15501 Food sales, ~~middle~~ **high schools** and junior high schools*
CODE OF FEDERAL REGULATIONS, TITLE 34
106.41 Nondiscrimination in athletic programs
COURT DECISIONS
Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS
Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020
*Associated Student Body Accounting Manual**, Fraud Prevention Guide and ~~&~~** Desk Reference, 20~~01~~15*
GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS
Implementation Guide No. 2019-2, Fiduciary Activities, June 2019
Statement No. 84, January 2017
WEB SITES
California Department of Education: http://www.cde.ca.gov
Fiscal Crisis Management & Assistance Team: http://www.fcmat.org
Governmental Accounting Standards Board: www.gasb.org

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CURRENT

Board Policy
Student Activity Funds

BP 3452
Business and Noninstructional Operations

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities beyond those provided by the district and can also help students learn about effective financial practices. To that end, student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 3260 - Fees and Charges)
(cf. 5000 - Concepts and Roles)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

Fund-Raising Events

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fund-raising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and are not in conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3530 - Risk Management/Insurance)
(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)
(cf. 5142 - Safety)
(cf. 5143 - Insurance)

Management of Funds

Student body funds shall be managed in accordance with law and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the

organization's assets, promote the success of fund-raising ventures, provide reliable financial information, and reduce the risk of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designated official, the certificated employee who is the student organization advisor, and a student organization representative. (Education Code 48933)

The Board shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference:
EDUCATION CODE
35182.5 Non-nutritious foods and beverages, vending machines
35564 Funds, obligation of the student body
41020 Requirement for annual audit
48930-48938 Student body organization
49431 Sale of food and beverages, elementary school
49431.5 Sale of food and beverages, middle and high schools
51520 School premise, prohibited solicitations
51521 Fund-raising projects
CODE OF REGULATIONS, TITLE 5
15500 Food sales, elementary schools
15501 Food sales, middle and junior high schools
COURT DECISIONS
Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:
FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS

Associated Student Body Accounting Manual & Desk Reference, 2005
WEB SITES
California Department of Education: http://www.cde.ca.gov
Fiscal Crisis Management & Assistance Team: http://www.fcmat.org

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

PROPOSED
FIRST READING-NEW
09/08/2022

CSBA Sample
Board Policy

BP 3515.3(a)

Business and Noninstructional Operations

DISTRICT POLICE/SECURITY DEPARTMENT

Note: Education Code 38000 authorizes the **Governing** Board to establish a **district** police or security department and to employ personnel to ensure the safety of district students and staff and the security of district real and personal property. **However, as amended by SB 98 (Ch. 24, Statutes of 2020), Education Code 38000 expresses legislative intent to encourage districts to redirect resources currently allocated to district police departments or to contracts with local law enforcement into student support services (e.g., mental health services) and professional development on cultural competency and restorative justice, if found to be a more appropriate use of resources based on student and school needs.**

This policy and accompanying administrative regulation are for use by districts that choose to establish a district police or security department and may be revised to reflect district practice, including appropriate modifications to indicate whether the district has a "police" or "security" department. **Pursuant to Government Code 7286, district police departments are required to establish policy on the use of force. See the section "Conduct of Officers" below and in the accompanying administrative regulation.**

Districts that elect not to establish a police or security department, but instead contract with local law enforcement, should consider additional training requirements for any contracted peace officers to include, but not be limited to, professional development focused on cultural competency, restorative justice, and adolescent development as applied in public schools.

To help **protect** the safety of district students and staff and the security of district property, the Governing Board shall maintain a district police or security department. **The Board commits to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.**

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.5 - Sex Offender Notification)
(cf. 3516.2 - Bomb Threats)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

(cf. 5141.5 - Mental Health)
(cf. 5142.1 - Identification and Reporting of Missing Children)
(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)
(cf. 5145.12 - Search and Seizure)

The Superintendent or designee shall provide training to staff regarding the role of district police or security officers and the appropriate circumstances for contacting such officers.

Note: Pursuant to Penal Code 13651, as added by AB 846 (Ch. 322, Statutes of 2020), entities that employ peace officers are required to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing, familiarization between law enforcement and community residents, and collaborative problem solving while de-emphasizing the paramilitary aspects of the job.

In addition, the U.S. Department of Education's Guiding Principles: A Resource Guide for Improving School Climate and Discipline recommends that educators, rather than police or security officers, should handle student discipline issues.

Duties of district police or security officers shall be delineated in a job description developed by the Superintendent or designee. **Such duties shall focus on collaborative problem solving and, when circumstances warrant intervention with students, the use of positive and restorative approaches in accordance with Penal Code 1365. Job duties shall not include the handling of routine student disciplinary matters.**

(cf. 4158/4258/4358 - Employee Security)
(cf. 4200 - Classified Personnel)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: The district may select either or both options below depending on whether it has a "security" and/or "police" department.

(Security Department)

Persons employed or assigned as school security officers shall serve as watchpersons, security guards, or patrolpersons on or about district premises to protect persons or property, prevent the theft or unlawful taking of district property, or report unlawful activity to the district and local law enforcement agencies. (Education Code 38001.5)

When district security officers are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

Conduct of Officers

The Board expects district police or security officers to cooperate and regularly communicate with local law enforcement agencies, and to work collaboratively with other district staff and community members to develop long-term, proactive approaches that address the conditions affecting school safety.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

District police or security officers shall conduct themselves in ways that promote goodwill and cooperation on the part of students, district staff, and the general public. **District police or security officers shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.**

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

District police or security officers shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

Note: Pursuant to Government Code 7286, district police departments are required to adopt a policy by January 1, 2021 that provides a minimum standard on the use of force. See the accompanying administrative regulation for information about the required components of such policy.

Whenever possible, district police or security officers shall use tactics such as de-escalation techniques to mitigate the use of force. The district police department shall maintain and make accessible to the public a policy on the use of force in accordance with Government Code 7286 and consistent with district policy and administrative regulation. Officers shall periodically receive training regarding applicable district policies and the guidelines from the Commission on Peace Officer Standards and Training.

Equipment

Note: **Penal Code 626.9 exempts peace officers from the Gun Free Schools Act, which prohibits the possession of a firearm on school grounds.** Pursuant to Penal Code 830.32, the Board may determine whether or not its police officers will carry firearms. Education Code 38001.5 implies that security officers also may or may not be permitted to carry firearms.

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

District police or security officers shall not carry firearms.

Note: The following paragraph may be used by all districts that maintain a police department.

The district police department shall be eligible to receive surplus military equipment pursuant to 10 USC 2576a only if, at a regularly scheduled public Board meeting, the Board approves the acquisition of such equipment after providing parents/guardians and members of the public an opportunity to comment on the proposed acquisition. The Board shall provide a detailed description of the function and purpose of the surplus military equipment, identify safe and secure storage for the equipment, and ensure that district police officers have adequate training in the safe use and handling of the equipment to be received. (Education Code 38004.5)

Records

District police or security officers shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

(cf. 5125 - Student Records)

Records created and maintained by the district police or security department for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)

Legal Reference:

EDUCATION CODE
234.7 Student protections relating to immigration and citizenship status
35021.5 School police reserve corps
38000-38005 Security and police departments
39672 School peace officers, fingerprinting
45122.1 Classified employees, conviction of a violent or serious felony
45133.5 School police department, work schedule
49076 Student records
49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion
BUSINESS AND PROFESSIONS CODE
7583-7583.46 Private patrol operators
FAMILY CODE
6240-6274 Emergency protective orders
GOVERNMENT CODE
3300-3312 Public safety officers, rights and protections
7286-7286.5 Law enforcement use of force policies
8597-8598 Peace officers
12525.2 Reports of incidents involving peace officers
PENAL CODE
290.45 Sex offenders, authority of peace officers
626.9 Gun Free School Zone Act

Legal Reference continued: (see next page)

Legal Reference: (continued)

646.91 Emergency protective order for stalking
830-832.9 Peace officers, especially:
830.32 School district and community college police
830.6 Reserve police officers, powers and duties
832 Course of training prescribed by Commission on Peace Officer Standards and Training
832.2 School peace officers; training
832.7 Disclosure of personnel files in criminal or civil proceedings
PENAL CODE (continued)
832.15-832.16 Notice of prohibition against possession of firearm
836 Peace officers; warrants
12028.5 Taking custody of weapons
*13510-13519.~~9~~ **10** Standards for recruitment and training*
13651 Peace officers, job descriptions
13700-13702 Response to domestic violence
WELFARE AND INSTITUTIONS CODE
707 List of crimes
828-828.1 Disclosure of information re minors by law enforcement agency
UNITED STATES CODE, TITLE 10
2576a Surplus military equipment
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
COURT DECISIONS
San Diego Police Officers Association et al. v. City of San Diego Civil Service Commission et al., (2002) 104 Cal.App.4th 275 ~~(2002)~~

Management Resources:

COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING PUBLICATIONS
POST Use of Force Standards and Guidelines, November 2020
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Guiding Principles: A Resource Guide for Improving School Climate and Discipline, 2014
WEB SITES
California Attorney General's Office: http://www.oag.ca.gov
California Department of Education, Safe School: http://www.cde.ca.gov/ls/ss
Commission on Peace Officer Standards and Training: http://www.post.ca.gov

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PROPOSED
FIRST READING
09/08/2022

CSBA Sample
Board Policy

BP 3600(a)

Business and Noninstructional Operations

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Note: Labor Code **2775**, as added by AB **2257** (Ch. **38**, Statutes of **2020**), **is a recodification of** the three-part "ABC" test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor.

Pursuant to Labor Code **2775**, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

As this area of law is complex and may alter the legal and financial obligations of the district to particular workers (e.g., eligibility for workers compensation, unemployment and disability insurance benefits, and district health and welfare benefits), legal counsel should be consulted when questions arise regarding the status of those who provide services to the district for remuneration.

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person **providing labor or services for remuneration** shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code **2775**)

CONSULTANTS (continued)

1. The person is free from the control and direction of the district in connection with the performance of the work.

2. The person is performing work that is outside the usual course of the district providing educational services.

3. The person is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Note: Labor Code **2775-2785, as added by AB 2257 and amended by AB 323 (Ch. 341, Statutes of 2020),** establish~~es~~ exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is **expressly made** by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission**, in which case the status remains in effect for purposes set forth in those provisions**; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted **from the three-part test by** ~~within~~ Labor Code ~~-~~**2776-2785**. Under the second and third scenarios, **with the exception of exemptions pursuant to Labor Code 2779,** the determination of whether a person is an employee or independent contractor is ~~then~~ made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which **found** employment status **to be** a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. **Pursuant to Labor Code 2776, the rule in Borello applies to "business-to-business" exceptions (including when a sole proprietor or business entity contracts to provide services to a public agency) when specified conditions are met. Additionally, t**~~T~~utors are potentially excepted from the three-part test in Labor Code ~~2750.3~~ **2775.** if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.

The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)
(cf. 3312 - Contracts)
(cf. 4132/4232/4332 - Publication or Creation of Materials)

Note: Government Code 12940, as amended by AB 3364 (Ch. 36, Statutes of 2020), changes the term "military and veteran status" to "veteran or military status."

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, **ethnicity,** color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran **or military** status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

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

CONSULTANTS (continued)

(cf. 0415 - Equity)
(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

Note: Pursuant to Government Code 12940, certain protections afforded to employees are extended to independent contractors; see BP/AR 4030 - Nondiscrimination in Employment. Government Code 12940 also provides that the district may be held liable for sexual harassment committed against employees by nonemployees, including independent contractors, if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE
220 Prohibition of discrimination
10400-10407 Cooperative improvement programs
17596 Limit on continuing contracts
35010 Control of districts; prescription and enforcement of rules
35172 Promotional activities
35204 Contract with attorney
44925 Part-time readers employed as independent contractors
45103 Classified service in districts not incorporating the merit system
45103.5 Contracts for food service consulting services
45134-45135 Employment of retired classified employee
45256 Merit system districts; classified service; positions established for professional experts on a temporary basis
GOVERNMENT CODE
12940 Unlawful employment practices
53060 Contract for special services and advice
*82019 Designated employee**; definition***
87302 Conflict of interest code
LABOR CODE
Worker status: employees
UNEMPLOYMENT INSURANCE CODE
606.5 Determination of employment status
*621 **E**mployee defined*
CODE OF REGULATIONS, TITLE 2
18700.3 Consultant
COURT DECISIONS
Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903
S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

(10/96 12/19) 3/21

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CURRENT

Board Policy
Consultants

BP 3600
Business and Noninstructional Operations

The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be brought to the Board for approval.

(cf. 3312 - Contracts)

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

(cf. 3311 - Bids)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 4030 - Nondiscrimination in Employment)

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultant or resource persons for the district, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

Legal Reference:
EDUCATION CODE
10400-10407 Cooperative improvement programs
17596 Limit on continuing contracts
35010 Control of districts; prescription and enforcement of rules
35172 Promotional activities
35204 Contract with attorney
44925 Part-time readers employed as independent contractors
45103 Classified service in districts not incorporating the merit system
45103.5 Contracts for food service consulting services
45134-45135 Employment of retired classified employee
45256 Merit system districts; classified service; positions established for professional experts on a temporary basis
GOVERNMENT CODE
53060 Contract for special services and advice

Management Resources:
INTERNAL REVENUE SERVICE PUBLICATIONS
15-A Employer's Supplemental Tax Guide

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

PROPOSED
FIRST READING
09/08/2022

CSBA Sample
Board Policy

BP 6142.8(a)

Instruction

COMPREHENSIVE HEALTH EDUCATION

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors**, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students**. The district's health education program shall be part of a coordinated school health system which supports the **physical, mental, and social** well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5137 - Positive School Climate)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.3 - Health Examinations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5142 - Safety)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.2 - Guidance/Counseling Services)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition **promotion and** education**,** physical activity**, and other school-based activities that promote student well-being**.

COMPREHENSIVE HEALTH EDUCATION (continued)

(cf. 0200 - Goals for the School District)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework **and integrated with other content areas of the district's curriculum**. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6143 - Courses of Study)

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1240 - Volunteer Assistance)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)
(cf. 6145.8 - Assemblies and Special Events)
(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards**, the state curriculum framework,** and effective instructional methodologies.

(cf. 4131 - Staff Development)

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program**,** which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards

COMPREHENSIVE HEALTH EDUCATION (continued)

for health education**, and the manner in which the district's health education program supports the physical, mental, and social well-being of students**.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE
8850.5 Family relationships and parenting education
35183.5 Sun protection
*49413 First aid **and cardiopulmonary resuscitation** training*
49430-49434 Pupil Nutrition, Health and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
51202 Instruction in personal and public health and safety
51203 Instruction on alcohol, narcotics and dangerous drugs
*51210 Areas of study**; grades 1-6***
51210.8 State content standards for health education
51220.5 Parenting skills; areas of instruction
51225.36 Sexual harassment and violence instruction; affirmative consent standard
51225.6 Compression-only cardiopulmonary resuscitation instruction
51260-51269 Drug education
*51513 Personal beliefs**; exams, questionnaires, and surveys***
51880-51881.5 Health education, legislative findings and intent
*51890-51891 Comprehensive health education programs **and community participation; definitions***
51900.6 Sexual abuse and sexual assault awareness and prevention
51913 District health education plan
51920 Inservice training, health education
*51930-51939 **California Healthy Youth Act;** Comprehensive sexual health and HIV/AIDS prevention education*
67386 Affirmative consent; definition
CALIFORNIA CODE OF REGULATIONS, TITLE 5
11800-11801 District health education plan
UNITED STATES CODE, TITLE 42
*1751-1769j National School Lunch Program**, especially:***
1758b Local wellness policy
1771-1793 Child nutrition programs, including National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS
Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019
The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018
Preventing Catastrophic Heal Illness, Governance Brief, July 2018
Integrating Physical Activity into the School Day, April 2016
Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014
*Monitoring for Success: **A Guide for Assessing and Strengthening Student Wellness Policies** ~~Student~~*
*Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, **November 2008***
Asthma Management in the Schools, Policy Brief, March 2008

Management Resources continued: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Management Resources: (continued)
CSBA PUBLICATIONS (continued)
Sun Safety in Schools, Policy Brief, July 2006
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS
National Health Education Standards: Achieving Excellence, ***rev. November 2012***
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health ***Education*** *Framework for California Public Schools: Kindergarten Through Grade Twelve,* ~~*2003*~~ ***2019***
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS
California LGBTQ Youth Report, January 2019
WEB SITES
CSBA: http://www.csba.org
American School Health Association: http://www.ashaweb.org
California Association of School Health Educators: http://www.cashe.org
California Department of Education, Health Education: http://www.cde.ca.gov/ci/he
California Department of Public Health: http://www.cdph.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Subject Matter Project, Physical Education-Health Project: ***https://csmp.online***
Center for Injury Prevention Policy and Practice: http://www.cippp.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Human Rights Campaign Foundation: https://www.hrc.org/
National Center for Health Education: http://www.nche.org
National Hearing Conservation Association: http://www.hearingconservation.org
Shape *American* ~~*n*~~ ***Society of*** *Health* ***and Physical*** *Educat****ors****:* ***https://www.shapeamerica.org***

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CURRENT

Board Policy

Comprehensive Health Education

BP 6142.8
Instruction

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors. The district's health education program shall be part of a coordinated school health system which supports the well-being of students and is linked to district and community services and resources.

(cf. 1020 - Youth Services)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.63 - Steroids)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.3 - Health Examinations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5142 - Safety)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.2 - Guidance/Counseling Services)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition education and physical activity.

(cf. 0200 - Goals for the School District)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6143 - Courses of Study)

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1240 - Volunteer Assistance)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)
(cf. 6145.8 - Assemblies and Special Events)
(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards and effective instructional methodologies.

(cf. 4131 - Staff Development)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, and student achievement of district standards for health education.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
8850.5 Family relationships and parenting education
35183.5 Sun protection
49413 First aid training
49430-49436 Pupil Nutrition, Health and Achievement Act of 2001
49490-49494 School breakfast and lunch programs

49500-49505 School meals
51202 Instruction in personal and public health and safety
51203 Instruction on alcohol, narcotics and dangerous drugs
51210 Areas of study
51210.8 State content standards for health education
51220.5 Parenting skills; areas of instruction
51260-51269 Drug education
51513 Personal beliefs
51880-51881.5 Health education, legislative findings and intent
51890-51891 Comprehensive health education programs
51913 District health education plan
51920 Inservice training, health education
51930-51939 Comprehensive sexual health and HIV/AIDS prevention education
CALIFORNIA CODE OF REGULATIONS, TITLE 5
11800-11801 District health education plan

Management Resources:
CSBA PUBLICATIONS
Asthma Management in the Schools, Policy Brief, March 2008
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Physical Education and California Schools, Policy Brief, rev. October 2007
Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007
Sun Safety in Schools, Policy Brief, July 2006
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS
National Health Education Standards: Achieving Excellence, 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003
WEB SITES
CSBA: http://www.csba.org
American Association for Health Education: http://www.aahperd.org
American School Health Association: http://www.ashaweb.org
California Association of School Health Educators: http://www.cashe.org
California Department of Education, Health Education: http://www.cde.ca.gov/ci/he
California Department of Public Health: http://www.cdph.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Subject Matter Project, Physical Education-Health Project: http://csmp.ucop.edu/cpehp
Center for Injury Prevention Policy and Practice: http://www.cippp.org
Centers for Disease Control and Prevention: http://www.cdc.gov
National Center for Health Education: http://www.nche.org

National Hearing Conservation Association: http://www.hearingconservation.org

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

PROPOSED
FIRST READING
09/08/2022

CSBA Sample
Board Policy
Facilities BP 7210(a)

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary when it is determined that school facilities must be built or expanded to accommodate a**n** increased or projected increased enrollment **or** when safety considerations and educational program improvements require the replacement, reconstruction**,** or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method **of funding** that **will** best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Note: The following list describes some of the facilities financing options available to school districts.

Funding alternatives may include, but **are** not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds

(cf. 7214 - General Obligation Bonds)

5. Imposing a parcel tax pursuant to Government Code 50079

FACILITIES FINANCING (continued)

(cf. 3471 - Parcel Taxes)

6. Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Note: Pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10-17079.30), the State Allocation Board provides state per-pupil funding, including hardship funding, for new school facilities construction and school facilities modernization for applicant school districts.

7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

Note: Pursuant to Education Code 41024, districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act must annually report a detailed list of all expenditures of state funds and of the district's matching funds for completed projects until all funds are expended, and submit an audit of completed facilities projects within one year of project completion. As amended by SB 820 (Ch. 110, Statutes of 2020), Education Code 41024 requires the auditor to file the audit with the California State Controller, who will then provide a copy of the audit to the California Department of Education and notify the Office of Public School Construction of any audit findings and any identified amounts to be adjusted. See AR 3460 - Financial Reports and Accountability for more specific information about reporting and auditing requirements.

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

Note: Government Code 8855 requires districts to adopt a debt management policy prior to issuing any debt, such as general obligation bonds. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. See BP 3470 - Debt Issuance and Management.

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference: (see next page)

FACILITIES FINANCING (continued)

Legal Reference:

EDUCATION CODE
*15100-**17199.6** School bonds, especially:*
15122.5 Ballot statement
15300-15327 School facilities improvement districts
17000-17059.2 State School Building Lease-Purchase Law of 1976
17060-17066 Joint venture school facilities construction projects
*17070.10-**17079.30** Leroy F. Greene School Facilities Act of 1998*
*17085-~~17095~~ **17096** State Relocatable Classroom Law of 1979*
17582 District deferred maintenance fund
*17620-17626 Levies against development projects by school districts**,** especially:*
17621 Procedures for levying fees
41024 Accounting system and audits
GOVERNMENT CODE
*6061 **Manner of** notice **as prescribed in designated section***
6066 Two weeks' notice
8855 Debt issuance and management
*50075-50077**.5** Voter-approved special taxes*
50079 School districts; qualified special taxes
53175-53187 Integrated Financing District Act
53311-53368.3 Mello-Roos Community Facilities Act of 1982
53753 Assessment notice and hearing requirements
53753.5 Exemptions
*54954.1 Mail**ing**~~ed~~ **of agenda** ~~notice to property owners~~*
54954.6 New or increased tax or assessment; public meetings and hearings; notice
*65864- **65869.5** Development agreements*
*65970-**65981** School facilities development project*
65995-65998 Payment of fees against a development project
66000-66008 Fees for development projects
*66016-**66019** Development project fees*
66020-66025 Protests and audits
HEALTH AND SAFETY CODE
33445.5 Overcrowding of schools resulting from redevelopment
33446 School construction by redevelopment agency
CALIFORNIA CONSTITUTION
Article 13D, Sections 1-6 Assessment and property related fee reform
CODE OF REGULATIONS, TITLE 2
*1859-1859.~~106~~**199** School facility program*

Legal Reference continued: (see next page)

FACILITIES FINANCING (continued)

Legal Reference: (continued)

COURT DECISIONS
Ehrlich v. City of Culver City (1996) 12 Cal.4th 854
Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256
Dolan v. City of Tigard (1994) 114 S.Ct. 2309
Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495
Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320
Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141
ATTORNEY GENERAL OPINIONS
79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:

WEB SITES
California Department of Education: www.cde.ca.gov
California State Controller: www. sco.ca.gov
Department of General Services, Office of Public School Construction: http://www.opsc.dgs.ca.gov

(10/97 2/99) 3/21

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CURRENT

Board Policy
Facilities Financing

BP 7210
Facilities

When it is determined that school facilities must be built or expanded to accommodate a increased or projected increased enrollment, the Governing Board shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed when safety considerations and educational program improvements require the replacement, reconstruction or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method that would best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

These funding alternatives may include, but not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

3. Issuing voter-approved general obligation bonds

4. Imposing a qualified parcel tax pursuant to Government Code 50079

5. Using lease revenues for capital outlay purposes from surplus school property

Legal Reference:
EDUCATION CODE
15100-17059.2 School bonds, especially:
15122.5 Ballot statement
15300-15327 School facilities improvement districts

17000-17059.2 State School Building Lease-Purchase Law of 1976
17060-17066 Joint venture school facilities construction projects
17070.10-17076.10 Leroy F. Greene School Facilities Act of 1998
17085-17095 State Relocatable Classroom Law of 1979
17582 District deferred maintenance fund
17620-17626 Levies against development projects by school districts especially:
17621 Procedures for levying fees
GOVERNMENT CODE
6061 One time notice
6066 Two weeks' notice
50075-50077 Voter-approved special taxes
50079 School districts; qualified special taxes
53175-53187 Integrated Financing District Act
53311-53368.3 Mello-Roos Community Facilities Act of 1982
53753 Assessment notice and hearing requirements
53753.5 Exemptions
54954.1 Mailed notice to property owners
54954.6 New or increased tax or assessment; public meetings and hearings; notice
65864-65867 Development agreements
65970-65980.1 School facilities development project
65995-65998 Payment of fees against a development project
66000-66008 Fees for development projects
66016-66018.5 Development project fees
66020-66025 Protests and audits
HEALTH AND SAFETY CODE
33445.5 Overcrowding of schools resulting from redevelopment
33446 School construction by redevelopment agency
CALIFORNIA CONSTITUTION
Article 13D, Sections 1-6 Assessment and property related fee reform
UNCODIFIED STATUTES
17696-17696.98 Greene-Hughes School Building Lease-Purchase Bond Law of 1986
CODE OF REGULATIONS, TITLE 2
1859-1859.106 School facility program
COURT DECISIONS
Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256
Ehrlich v. City of Culver City (1996) 12 Cal.4th 854
Dolan v. City of Tigard (1994) 114 S.Ct. 2309
Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495
Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897
Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141
ATTORNEY GENERAL OPINIONS
79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:
WEB SITES
Department of General Services, Office of Public School Construction:
http://www.opsc.dgs.ca.gov

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

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: September 8, 2022

RE: Approval of Boys and Girls Clubs of the Peninsula (BGCP) Expanded Learning MOU at Sunshine Gardens ES for 2022-23

BACKGROUND:

The BGCP will operate the expanded learning program at Sunshine Gardens ES in a manner consistent with the District's allocation to support after school care programs for 2022-23. They will provide staff, materials, management, and supervision. The BGCP agrees to provide a high-quality program consistent with guidelines established by the California Department of Education and the District for this grant. In case of school closure, the BGCP will provide a virtual format.

The BGCP will provide extended care according to the District school calendar for 2022-23, including all early release and minimum days. Student care starts daily at Kindergarten release up to 6 p.m.

FISCAL IMPLICATIONS:

The BGCP will be paid a total amount of $85,000 based on the grant funding received for the purpose of supporting the After School and Expanded learning program. Billing will be submitted in 10 equal monthly payments starting in September 2022. Each and all payments will be made only for services rendered according to the scope of services.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with the Boys and Girls Club of America for the 2022-23 school year in the amount of $85,000.

BOYS & GIRLS CLUBS OF THE PENINSULA
CONTRACT SERVICES AGREEMENT

School District: SSFUSD
School Site: Sunshine Gardens Elementary School Year
School Year: 2022 - 2023

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is by and between the BOYS & GIRLS CLUBS OF THE PENINSULA, a California nonprofit corporation ("BGCP") and the South San Francisco Unified School District, effective as of September 9, 2022.

Recitals

A. BGCP is nonprofit organization exempt under Section 501(c)(3) of the Internal Revenue Code that operates after-school programs for children and youth. Its mission is to empower youth in our community with equitable access to social, academic, and career opportunities to thrive.

B. The District wishes to hire BGCP to plan, staff, and operate an Expanded Learning program at Sunshine Gardens Elementary School during the 2022-23 school year. BGCP wishes to provide such services in order to further its mission.

C. The District has applied to the California Department of Education for a grant from San Mateo County and will use state and federal dollars to fund the Expanded Learning program at School Site for such year.

The parties agree as follows:

Terms

SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Agreement, BGCP shall provide the services described in Exhibit A ("Services") to the District.

COMPENSATION. The District shall pay BGCP for the Services rendered in the amounts, at the time, and in the manner set forth in Exhibit A. BGCP shall submit all billings for said Services to the District in the manner specified in Exhibit A. Excepted as expressly provided in Exhibit A, BGCP shall be responsible for all costs incurred to perform the Services.

DISTRICT OBLIGATIONS. The District shall cooperate with BGCP and support BGCP's provision of the Services as described on Exhibit A.

RELATIONSHIP OF THE PARTIES. It is the intention of the parties that BGCP shall perform Services as an independent contractor to the District, and nothing in this Agreement shall be construed to create a partnership or joint venture between the parties, or to create an employment relationship between the District and BGCP or between the District and any employee, agent, or volunteer of BCGP. Neither BCGP, nor any employee, agent, or volunteer of BCGP who performs any part of the Services, shall thereby be entitled to any benefits accorded to District employees, including without limitation health or retirement benefits, workers' compensation, disability insurance, vacation, or sick pay.

MUTUAL INDEMNIFICATION. BGCP shall indemnify and defend the District Parties from any and all losses, costs, damages, expenses, and liabilities (including reasonable legal fees and costs) arising out BGCP's performance of the Services, but only to the extent caused by intentional or negligent acts, errors, or omissions of one or more of the BGCP Parties.

The District shall indemnify and defend the BGCP Parties from any and all losses, costs, damages, expenses, and liabilities (including reasonable legal fees and costs) arising out of BGCP's performance of the Services, but only to the extent caused by negligent or intentional acts, errors, or omissions of one or more of the District Parties.

The obligations created in this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

For the purposes of this paragraph:

a. "District Parties" means the District and its officers, volunteers, employees, consultants, contractors, agents, and members of the Board of Education.

b. "BGCP Parties" means BGCP and its officers, directors, employees, volunteers, consultants, contractors, and agents.

7. INSURANCE REQUIREMENTS. During the entire term of this Agreement, BGCP shall at its sole cost maintain in force the following types of insurance, in each case with coverage of no less than One Million Dollars ($1 million) per occurrence:

a. Commercial general liability insurance covering death, bodily injury and property damage

b. Business auto liability insurance covering owned, and non-owned, and hired vehicles

c. Sexual misconduct and molestation liability insurance

In addition, during the entire term of this Agreement, BGCP shall at its sole cost maintain workers compensation insurance that covers BGCP employees working at the School Site.

The policies of insurance described above shall be carried with insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the District upon request. BGCP agrees not to cancel or reduce the coverage provided by the policies of insurance described above without first giving the District thirty (30) days' prior written notice. Should any such policy of insurance be canceled or changed, BGCP agrees to immediately provide the District with true and correct copies of all new or revised certificates of insurance.

COMPLIANCE WITH LAWS. BGCP shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. BGCP shall comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of BGCP or employees or agents of BGCP who may have contact with the School District's pupils. If at any time during the term of this Agreement BGCP is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee or agent of BGCP performing Services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, BGCP agrees to immediately notify the District and remove said employee or agent from performing Services pursuant to this Agreement. BGCP will pay for fingerprinting to be done through the District.

LICENSES. BGCP represents and warrants to the District that it has all licenses, permits, qualifications, and insurance that are legally required of BGCP to perform the Services. BGCP represents and warrants to the District that BGCP shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of BGCP to practice its profession.

NON-ASSIGNABILITY. Neither party may assign this Agreement or any of its obligations thereof to a third party without the prior written consent of other party; provided, however, that nothing in this paragraph should be construed to prevent BGCP from using employees or contractors under BGCP's direction and control to

assist BGCP in the performance of the Services. Any attempted assignment without the prior written consent of the other party shall be void.

NON-DISCRIMINATION. No person shall be denied the benefits of, or be subjected to discrimination in the conduct of, any activities or programs conducted pursuant to this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability. BGCP shall ensure full equal employment opportunity for all employees providing Services under this Agreement.

RETENTION OF RECORDS. BGCP shall maintain all required records and reports that it is required to maintain under Exhibit A for three (3) years after the later of the date the District makes its final payment due under Exhibit A or the last day of the District's fiscal year in which an part of the Services were performed. Such records shall be subject to the examination and/or audit by the District, the State of California, or any federal agency that funds the District, at reasonable times.

ENTIRE AGREEMENT; AMENDMENT. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the entire Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of this Agreement. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications to this Agreement or to Exhibit A shall be in writing and signed by the District and BGCP. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

14. TERM AND TERMINATION OF AGREEMENT.

a. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) completion of the Services and satisfaction of all obligations herein, or (ii) termination by either party in accordance under subsection b below (iii) termination under Section 15 (conditions to performance) below.

b. BGCP or the District may terminate this Agreement at any time, by giving thirty (30) days' written notice to the other party stating the effective date of termination. BGCP shall be entitled to receive payment for Services provided prior to the date of termination of the Agreement. Such payment shall be that portion of the full payment described in A which is allocable to the portion of the Services actually provided prior to termination.

c. Notwithstanding anything to the contrary, Section 17 (Confidential Information); Section 14 (Termination), and Section 5 (Indemnification) will survive any termination or expiration of this Agreement.

CONDITIONS TO PERFORMANCE. The obligations of both parties hereto are subject to satisfaction of the following conditions prior to that date which is 30 days prior to the first day that Services are scheduled to commence under Exhibit A (the "Precondition Deadline"):

a. Approval of Exhibit A by the Principal or Director of the School Site, as evidenced by his/her signature;

b. Award of an ASES grant to the District to operate and Expanded Learning Program on the School Site for the School Year.

If such conditions are not satisfied by the Precondition Deadline, then this Agreement shall terminate on the Precondition Deadline without further action by the parties.

NOTICES. Any written notices relating to this Agreement shall be delivered by mail, email, or private delivery service to:

If to the School District:

Ted O, Assistant Superintendent Business Services
398 B Street
South San Francisco, CA. 94080
Tedo@ssfusd.org

If to BGCP
Name & Title:
Street:
City, State, Zip:
Email address:

Either party may change its contact information above by written notice to the other party.

CONFIDENTIAL INFORMATION. BGCP shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information, and shall not use such student information for any purpose other than carrying out the obligations under this Agreement.

The District shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student, employee, contractor, or volunteer information received from BGCP.

Upon termination of this Agreement, BGCP shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

WAIVER. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude a party from any or further exercise of any right or remedy.

EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

WHEREFORE, the Parties have executed this Agreement as of the date first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
By:
Ted O Date: September 8, 2022

Boys & Girls Clubs of the Peninsula
By:

_____ _____

Name, Title Date

BOYS & GIRLS CLUBS OF THE PENINSULA CONTRACT SERVICES AGREEMENT

EXHIBIT A

I. **School Site and Year**

A. BGCG will provide the services described in this Exhibit A ("Services") at the following location: Sunshine Gardens Elementary School.

B. The Services will be provided during the 2022-23 school year.

II. **Scope of Services**

A. Program operations:

BGCP will operate the expanded learning program at the school site in a manner consistent with the District's allocation to support after school care programs for 22 – 23. BGCP will provide staff, materials, management and supervision. In addition, BGCP will work collaboratively with the District on governance, operational management and evaluation. BGCP agrees to provide a high-quality program consistent with guidelines established by the California Department of Education ("CDE") and the District for this grant.

BGCP will have the following responsibilities in support of the expanded learning programs:

i. Build and coordinate a daily schedule that includes academic assistance, homework support, physical exercise, enrichment components at each of the school sites.

ii. Hire, train, and supervise site staff

iii. Staffing according to the grant requirement which is a maximum of 20 students per one adult.

iv. BGCP must maintain any grant requirements that are used for funding these programs regarding attendance and other regulations in order not to jeopardize the grant for the District.

v. BGCP will provide extended care according to the District school calendar for 2022-2023, including all early release and minimum days. Student care starts daily at Kindergarten release up to 6pm.

vi. In case of school closure (state or federal mandate), BGCP agrees to continue providing expanded learning programs in a virtual format. Distance programming should be made available to students within a reasonable time (no longer than 5 business days). Final approval of work and work protocols are the responsibility of sub-grantee local supervisors.

vii. Seek regular input from principals regarding performance evaluations, including recommendations regarding staffing and programing

viii. Comply with the requirements of the CDE with respect to fingerprinting employees who may have contact with District's students, as well as inform the District and immediately remove an employee that has been arrested or convicted of a violent or serious felony

ix. Provide all materials and tools required to perform the services under this agreement. The District will make available supplies purchased in prior years through the district or site funds.

x. Complete site emergency plans and related staff training

xi. Maintain ongoing communication between BGCP staff and school staff regarding students' needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers

xii. Coordinate expanded learning program activities with school staff to ensure program supports current academic goals of teachers and administrators

xiii. Provide Academic assistance and other activities specifically supporting classroom curriculum and academic goals

xiv. Foster communication with and involvement of parents through parent orientations, parent handbook, newsletter, and hosting a minimum of one parent night (could be in conjunction with school PTA)

xv. Work with the district to implement a comprehensive annual program evaluation plan. Evaluation plan shall include, but not limited to attendance tracking, parents and participants surveys. Evaluation will be completed by BGCP and submitted to the District

xvi. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, workers compensation insurance to BGCP employees and compliance with employment laws, federal, state and local laws and ordinances.

xvii. Provide documentation and attendance tracking to the District to maintain for a period of no less than 5 years.

III. Evaluation and Reporting

BGCP will provide:

- monthly attendance and snack reports (weekly) to the District by the 20th of the month for the previous month of program.
- Quarterly reports on operations to the district by October 20,2022, January 20, 2023, April 20,2023 and July 20, 2023
- Provide all CDE required documents no less than 10 calendar days in advance of any deadlines

IV. Expectations of the School

- Make time available at appropriate meetings (staff, school site council, etc.) to inform school of the program and facilitate communication.
- Make adequate space available for a full time (a minimum of 30 hours) site coordinator, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities.
- Provide BGCP staff and students during the Expanded Learning Time Program access to resources, including but not limited to computer labs & computers, laptop carts, and internet access.
- Provide BGCP Operations and IT staff appropriate access to facilities on all campuses and District Operations and IT staff to support ongoing facilities and technology needs and office relocations
- Principal/CS Coordinator meet regularly (a minimum of monthly) with site coordinator on program design, resources and problem solving.
- Recruit teaching staff to be in the program if necessary.
- Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc.).
- Co-develop and manage referral process into the program and communication process to share information with teachers about specific students.
- Make available parent newsletter for information sharing to parents.

- Share information regarding students, when pertinent, to facilitate team approach to student's social, emotional, and academic success.
- Work in partnership with provider to develop plans to modify programming as needed based on annual evaluation data.

V. **District Expectations**

- Administer all state and federal requirements (application, renewals, attendance, contracts).
- Develop MOUs (Attachment B) that outline program and partner responsibilities.
- Ensure compliance with state and federal requirements and local agreements/MOUs.
- Facilitate space acquisition, referral process and other program needs at school sites.
- Leverage district resources to facilitate integration between the school day and extended day experiences.
- Support partner resource development and resource sharing among partners.
- Problem-solve with partners as challenges arise.
- Provide information, such as applicable assessment results, student demographic information, grades, and graduation information (if applicable) to the BGCP Impact & Measurement team. The district also agrees to provide additional data to BGCP when necessary for program evaluation, funding, and research purposes. This data will follow on provisions listed in Exhibit B and support BGCP in providing effective and relevant programming.
- Facilitate and support collaborative oversight body.
- Collect and disseminate necessary data to partners as expressed in and limited to the data sharing MOU.
- The District will provide BGCP staff and students during the Expanded Learning Time Program access to resources, including but not limited to computer labs, laptop carts, and internet access.
- The District will provide BGCP Operations and IT staff appropriate access to facilities on all campuses and District Operations and IT staff to support ongoing facilities and technology needs and office relocations

VI. Compensation to BGCP

BGCP will be paid a total amount of $85,000 based on the grant funding received for the purpose of supporting After School and Expanded learning program. Billing will be submitted in 10 equal monthly payments starting in September 2022. Each and all payments will be made only for services rendered according to the scope of services.

Sites	ASES	Centrury21	ELO-P	Total
		0		

Payment to BCGP for such invoice shall be disbursed within days of receipt of the invoice.

Exhibit B – PRIVACY OF PUPIL RECORDS This exhibit concerns pupil records, as that term is defined by Education Code section 49073.1 ("Pupil Records") and/or covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 ("Covered Information").

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Contractor has a limited, nonexclusive license to such Pupil Records. The Contract and Rider do not give Contractor any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in the Contract and this Rider.

2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Contractor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Upon request, Contractor shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.

3. Use of Information in Pupil Records. Contractor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Contract and this Rider.

4. Personally Identifiable Information. Contractor shall provide a process by which a pupil's parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil's records and correct erroneous information. Upon request, Contractor shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.

5. Security and Confidentiality of Pupil Records. Contractor will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type. Without limiting the foregoing, Contractor warrants that all Pupil Records will be encrypted in transmission via web interface using SSL (Secure Socket Layer) (including via web interface) and stored at no less than 128-bit level encryption. In addition, Contractor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract and/or this Rider. Contractor

will designate employees or agents it holds and will hold primarily responsible for meeting the Contractor's duties to securely maintain and protect Pupil Records. Contractor will ensure that the designated persons have or will receive all training and information necessary to meet the Contractor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Contractor of any of its duties under the law or the Contract and/or this Rider, nor relieve the Contractor of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Contractor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct Contractor to provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.

7. Retention of Pupil Records. The Contractor hereby certifies that Pupil Records shall not be retained or available to the Contractor, including any subcontractors, partners, or associated entities of the Contractor, upon completion of the terms of the Contractor and this Rider. Notwithstanding the foregoing, Contractor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Contract and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Contractor for the purpose of storing the pupil-generated content and the Contractor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account. In furtherance of the foregoing, upon termination or expiration of the Contract and this Rider, Contractor will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Contractor agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred Pupil Records. The Contractor agrees to provide documentation of data destruction to the District.

8. Family Educational Rights and Privacy Act. Contractor agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA). BGCP shall not explicitly obtain consents from parents directly. Contractor will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under the Contract and/or this Rider. Contractor will ensure that employees and subcontractors who perform work under the Contract and/or this Rider have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Rider. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District's and its pupils' benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District. If Contractor will have access to "education records" for the District's pupils as defined under FERPA, Contractor acknowledges that, for the purposes of the Contract and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District's and its pupils' benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

9. No Targeted Advertising. Contractor will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Contract or otherwise authorized in writing by the District. Contractor will not use Pupil Records to engage in targeted advertising. Contractor is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10.Covered Information. To the extent Contractor is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Contractor agrees to comply with all of the requirements of Business and Professions Code section 22584. Contractor agrees not to engage in targeted advertising as described in se ction 22584. Contractor agrees not to use information, including persistent unique identifiers, created or gathered by the Contractor's site, service, or application, to amass a profile about a student except in furtherance of District's purposes. Contractor further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Contractor will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Rider and the Contract, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Contract and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Contract shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Contract. All parties subject to a Contract voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the Contract.

12.California Consumer Privacy Act. To the extent applicable, Contactor shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1and 49073.6, and/or the Student Online Personal Information Act (California Business and Professions Code §22584).

Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Pupil Records or Covered Information provided to Contractor pursuant to this Contract, to delete consume r's personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Rider, in duplicate, as of the day and year first above written.

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: September 8, 2022

RE: Approval of Boys and Girls Clubs of the Peninsula (BGCP) and SSFUSD MOU to provide Future Grads High Quality College Success Program at SSFHS for 2022-23

BACKGROUND:

The BGCP and SSFUSD will work together to provide 40, 10th grade students to receive monthly group programming afterschool and individual advising during the school day to help them achieve their postsecondary education goals with high-quality college success programming. SSFUSD will work with the BGCP to determine student participation and the referral process. The BGCP will staff and operate programs to serve students on the SSFHS site, as described in the MOU.

The BGCP will assure screening and placement of full time College Success Managers on campus to implement campus-based programs.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with the Boys and Girls Club of the Peninsula for the 2022-23 school year to provide the Future Grads High Quality College Success Program at SSFHS.

MEMORANDUM OF UNDERSTANDING
2022-2023

The Boys & Girls Clubs of the Peninsula (BGCP) looks forward to a productive collaboration with South San Francisco Unified School District (SSFUSD) during the 2022-2023 school year, commencing August 1, 2022, and continuing through July 31, 2023. This document reflects our planning discussions and serves as a record of our mutual agreements and commitments regarding our work together.

The purpose of this agreement is to formalize and clarify expectations between all parties and to establish an effective working relationship for the planning and implementation of BGCP's campus-based services, including Future Grads and other BGCP programs requested by SSFUSD for South San Francisco High School students.

I. Statement of Purpose

BGCP's mission is to empower the youth in our community with equitable access to social, academic, and career opportunities to thrive. We partner with schools and districts to provide afterschool and summer expanded learning time programs for youth from Kindergarten through 12th grade.

II. Primary Goals & Objectives

BGCP and SSFUSD will work together to provide 40, 10th grade students with high-quality college success programming. BGCP will staff and operate programs to serve students on the South San Francisco high school site, with the support and assistance from South San Francisco High School as described in this MOU.

III. Program Scope

a. Future Grads: 40 sophomores will receive monthly group programming afterschool and individual advising during the school day to help them achieve their postsecondary education goals
b. BGCP staff directing and providing services is expected to include:
    i. Esmeralda Ortiz, Vice President, High School & Postsecondary Success Programs
    ii. Margarett Qaqish, College Success Manager
    iii. Additional College Success Manager—to be hired
    iv. Staffing may change and is within the discretion of BGCP.

IV. BGCP Commitments

a. Hire, train, and supervise BGCP staff to implement campus-based programs.
b. Place dedicated full-time College Success Managers on South San Francisco High School campus for the 2022-2023 school year.
c. Participate in an annual staff orientation meeting at the beginning of the school year with designated South San Francisco staff.
d. Meet regularly with the South San Francisco High Principal or appropriate designee to ensure that the program provided is aligned to student and school priorities.
e. Provide contact information for the supervisor of BGCP on-site staff to South San Francisco High School.
f. Ensure that all BGCP staff comply with all provisions of a volunteer working with South San Francisco prior to working with students in the program.

i. Each individual will submit a clear TB test and be cleared through LiveScan fingerprinting through the California Department of Justice and Federal Bureau of Investigation.
ii. Each individual will comply with mandated reporter training and/or procedures.

g. As mandated reporters, submit reports to Child Protective Services (CPS) as necessary. BGCP will notify and supply a copy of the report to the designated South San Francisco staff person when a CPS report has been filed.
h. Provide South San Francisco with roster and written verification that program staff have been cleared to work with students.
i. Notify designated South San Francisco administration of any staff changes.
j. Provide services that do not interfere with classroom work or disrupt the normal activities of the school site.
k. Obtain approval from designated school staff person to provide or coordinate any activities outside the scope of the agreed upon services.
l. Comply with District and school site regulations regarding field trips.
m. Maintain a standard of professionalism and behavior consistent with the expectations of South San Francisco High School.
n. Follow all school site procedures.
o. Notify the designated school staff person if BGCP staff will be late or absent on an assigned day.
p. Provide South San Francisco with access to data and relevant information as requested for students participating in the BGCP program.

V. South San Francisco School Unified District Site Commitments

a. Assign a designated staff person responsible for implementing and maintaining communication with BGCP.
b. Provide an orientation for BGCP staff who will be on site.
c. Provide and/or direct to who can provide orientation materials, including: the school map, bell schedule, teacher/room list, identification badges, keys, etc.
d. Provide school policies and procedures, including but not limited to consent and confidentiality policies (Staff Handbook, School Website).
e. Provide appropriate facilities for the after school program on South San Francisco High School campus, which will be a dedicated office for Future Grads College Success Managers and monthly classroom/meeting space for group sessions.
f. Provide reasonable resources to facilitate the after-school program on the South San Francisco campus i.e. projectors, computers, copiers.
g. Provide access to school e-mail list serve and include BGCP on school information and emergency notification system.
h. Facilitate the completion of all required paperwork necessary for on-site service provision.
i. Notify BGCP, as soon as known, of any schedule change that will interfere with provision of services.
j. Provide ongoing support as needed to facilitate the provision of services.
k. Collaborate with BGCP to determine student participants and referral process, with a strong preference for using BGCP's criteria for enrollment in program.
l. South San Francisco High School principal or designee meets with BGCP to communicate about the effectiveness of services at least once per semester.

m. Provide access to data and relevant information for students participating in the BGCP program, including, but not limited to, SSID, School ID, EL and Special Ed designations, CAASPP scores, reading and math proficiency levels, reading and math performance bands, GPA, attrition and retention, attendance, behavioral referrals, suspensions and expulsions, etc. as available.

n. BGCP shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information, and shall not use such student information for any purpose other than carrying out the obligations under this Agreement. BGCP shall comply with all requirements and terms set forth in Exhibit A (relating to Privacy of Pupil Records), which is incorporated by reference into this Agreement

VI. Miscellaneous

a. This MOU, along with the attached documents, constitute the entire agreement between BGCP and SSFUSD regarding our collaboration on the programs described above during the 2022-2023 school year and supersedes any prior agreements or understandings.

b. Nothing in this MOU shall be construed to create a partnership or joint venture between the parties. This MOU may only be amended in a writing signed by both parties.

We greatly value the opportunity to work with SSFUSD and believe that by working together we can provide participating students with the opportunities they need to realize their potential.

Signatures

_____ _____

Dr. Shawnterra Moore Date
Superintendent
South San Francisco Unified School District

_____ _____

Mak Azadi Date
Chief Operating Officer
Boys & Girls Clubs of the Peninsula

EXHIBIT A

PRIVACY OF PUPIL RECORDS

This exhibit concerns pupil records, as that term is defined by Education Code section 49073.1 ("Pupil Records") and/or covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 ("Covered Information").

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and BGCP has a limited, nonexclusive license to such Pupil Records. This Agreement does not give BGCP any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in this Agreement.

2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). BGCP shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Upon request, BGCP shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.

3. Use of Information in Pupil Records. BGCP may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement.

4. Personally Identifiable Information. BGCP shall provide a process by which a pupil's parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil's records and correct erroneous information. Upon request, BGCP shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.

5. Security and Confidentiality of Pupil Records. BGCP will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure BGCP's own data of a similar type. Without limiting the foregoing, BGCP warrants that all Pupil Records will be encrypted in transmission via web interface using SSL (Secure Socket Layer) (including via web interface) and stored at no less than 128-bit level encryption. In addition, BGCP will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement. BGCP will designate employees or agents it holds and will hold primarily responsible for meeting the BGCP's duties to securely maintain and protect Pupil Records. BGCP will ensure that the designated persons have or will receive all training and information necessary to meet the BGCP's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the BGCP of any of its duties under the law or the Contract and/or this Rider, nor relieve the BGCP of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, BGCP will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, BGCP will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct BGCP to provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.

7. Retention of Pupil Records. The BGCP hereby certifies that Pupil Records shall not be retained or available to BGCP, including any subcontractors, partners, or associated entities of the BGCP, upon completion of the terms of Agreement. Notwithstanding the foregoing, BGCP may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Agreement, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the BGCP for the purpose of storing the pupil-generated content and the BGCP receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account. In furtherance of the foregoing, upon termination or expiration of the Agreement, BGCP will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. BGCP shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, BGCP agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the BGCP might have transferred Pupil Records. BGCP agrees to provide documentation of data destruction to the District on request.

8. Family Educational Rights and Privacy Act. BGCP agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA). BGCP shall not explicitly obtain consents from parents directly. BGCP will provide access to Pupil Records, including de-identified information, only to its employees and subcontractors who need to access the data to fulfill BGCP obligations under the Agreement. BGCP will ensure that employees and subcontractors who perform work under the Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Exhibit B. BGCP will use the education records only for the purpose of fulfilling its duties under the Agreement for District's and its pupils' benefit, and will not share such data with or disclose it to any third party except as provided for in this Exhibit B, required by law, or authorized in writing by the District. If BGCP will have access to "education records" for the District's pupils as defined under FERPA, BGCP acknowledges that, for the purposes of the Contract and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the BGCP agrees to abide by the FERPA limitations and requirements imposed on school officials. BGCP will use the education records only for the purpose of fulfilling its duties under the Agreement for District's and its pupils' benefit, and will not share such

data with or disclose it to any third party except as provided for in this Exhibit B, required by law, or authorized in writing by the District.

9. No Targeted Advertising. BGCP will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District. BGCP will not use Pupil Records to engage in targeted advertising. BGCP is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10.Covered Information. To the extent BGCP is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, BGCP agrees to comply with all of the requirements of Business and Professions Code section 22584. BGCP agrees not to engage in targeted advertising as described in section 22584. BGCP agrees not to use information, including persistent unique identifiers, created or gathered by the BGCP's site, service, or application, to amass a profile about a student except in furtherance of District's purposes. BGCP further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. BGCP will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Exhibit B and the remaining terms of the Agreement, the terms of this Exhibit B shall govern. This Exhibit B is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Agreement and this Exhibit B, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Agreement shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Agreement. All parties subject to a contract voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Exhibit B is coextensive with the term of the Agreement.

12.California Consumer Privacy Act. To the extent applicable, BGCP shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1and 49073.6, and/or the Student Online Personal Information Act (California Business and Professions Code §22584).

Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts BGCP to receive Pupil Records or Covered Information provided to BGCP pursuant to this Agreement, to delete consumer's personal information or to access information collected by BGCP hereunder, BGCP shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Approval of Consolidated Application and Reporting System (CARS) Spring 2021 and 2022-23 Application for Funding

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BACKGROUND:

Each year, the District must complete and submit the Consolidated Application and Reporting System (CARS) to the State Department of Education. The Consolidated Application and Reporting System (CARS) is a data collection system to apply for Categorical Program Funding and to report on the use of those funds.

The purpose of the consolidated State plan is to provide parents with quality, transparent information about how the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), will be implemented in their State.

Even though a State Educational Agency (SEA) submits only the required information in its consolidated State plan, an SEA must still meet all ESEA requirements for each included program. For any program not included in a consolidated State plan, the SEA must submit individual program State plans that meet the statutory and regulatory requirements of each respective program.

FISCAL IMPLICATIONS:

Upon the adoption of the State Budget and approval by the State Department of Education, the District anticipates it will receive funding for State and Federal Categorical Programs. This includes:

- Title I
    - The federal program that provides funding to local school districts to improve the academic achievement of disadvantaged students. It is part of the Elementary and Secondary Education Act first passed in 1965.
- Title II
    - The federal program that provides funding to local school districts to prepare, train, and recruit highly qualified teachers and principals.
- Title III
    - The federal program that provides funding to local school districts to ensure that limited-English-proficient (LEP) students (called English learners under California laws), including immigrant children and youths, attain English proficiency and meet the same challenging academic content and achievement standards that other students are expected to meet.
- Title IV
    - A federal program that provides funding to local school districts to ensure Title IV, Part A of the ESEA is the Student Support and Academic Enrichment (SSAE) program. The SSAE program is intended to improve students' academic achievement by providing all students to a well-rounded education, improve school conditions for students and improve the use of technology in schools.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Consolidated Application and Reporting System 2021 Data Collection and 2022-23 application for funding.

2022–23 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/23/2022
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Keith Irish
Authorized Representative's Title	Assistant Superintendent Educational Services

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Approval of Renaissance Learning Program Renewal for the 2022-23 School Year.

BACKGROUND:

SSFUSD has utilized the services of Renaissance Learning, Inc. in order to offer students online instructional support with reading and math. Our elementary sites provide this support to students in order to build their academic skills. Principals have expressed the need to continue with this program. Teachers have successfully utilized this program for over five years as an instructional resource for our students. The focus on math and reading contribute to our goal of giving our students opportunities to enhance through content exposure that is both engaging and standards driven. Renewing the contract with Renaissance Learning Inc. will ensure the continuity of instructional support for our students.

FISCAL IMPLICATIONS:

Renaissance Learning Inc. will provide SSFUSD with online access to Accelerated Reading, STAR Reading, STAR Math, and Freckle Math. The subscription will be renewed and activated for the 2022-23 school year with an expiration date of September 30, 2023. The cost for this service is $53,170. Elementary sites and District general funds will be used cover the cost for services.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the renewal of Renaissance Learning Inc. in the amount of $53,170 to provide online instructional support in the areas of reading and math for the 2022-23 school year.

RENAISSANCE®

Quote
2843837

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

South San Francisco Unified School Dist - 732384
398 B St
South San Francisco, CA 94080-4423
Contact: Ted O -
Email: tedo@ssfusd.org

Reference ID: 561676

Quote Summary	
School Count: 8	
Renaissance Products & Services Total	$54,256.85
Applied Discounts	$(1,089.23)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $53,167.62**

This quote includes: Renaissance Accelerated Reader, Renaissance Accelerated Reader 360, Renaissance Freckle, Renaissance Star Math and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	South San Francisco Unified School Dist - 732384
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Cary Duckworth at (559)389-7173, Thank You.

RENAISSANCE®

Quote
2843837

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

Quote # 2843837

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

South San Francisco Unified School Dist - 732384

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Data Integration Services					
Custom Data Integration Level 4 Maintenance	10/01/2022 - 09/30/2023	1	$3,125.00	$0.00	$3,125.00
Professional Services					
60-minute Remote Session		1	$300.00	$0.00	$300.00
South San Francisco Unified School Dist Total				**$0.00**	**$3,425.00**

Buri Buri Elementary School - 886655

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	10/01/2022 - 09/30/2023	100	$10.35	$0.00	$1,035.00
Accelerated Reader Subscription	10/01/2022 - 09/30/2023	200	$7.35	$(44.00)	$1,426.00
Star Math Subscription	10/01/2022 - 09/30/2023	300	$5.20	$(48.00)	$1,512.00
Star Reading Subscription	10/01/2022 - 09/30/2023	300	$5.20	$(63.00)	$1,497.00
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Buri Buri Elementary School Total				**$(155.00)**	**$6,220.00**

Junipero Serra Elementary School - 279090

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	10/01/2022 - 09/30/2023	230	$7.35	$(50.60)	$1,639.90
Freckle Math Student Subscription	10/01/2022 - 09/30/2023	140	$15.00	$0.00	$2,100.00
Star Math Subscription	10/01/2022 - 09/30/2023	140	$5.20	$(22.40)	$705.60
Star Reading Subscription	10/01/2022 - 09/30/2023	190	$5.20	$(39.90)	$948.10
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					

RENAISSANCE®

Quote
2843837

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Junipero Serra Elementary School Total				**$(112.90)**	**$6,143.60**

Martin Elementary School - 279103					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	10/01/2022 - 09/30/2023	385	$7.35	$(84.70)	$2,745.05
Freckle Math Student Subscription	10/01/2022 - 09/30/2023	385	$15.00	$0.00	$5,775.00
Star Math Subscription	10/01/2022 - 09/30/2023	385	$5.20	$(61.60)	$1,940.40
Star Reading Subscription	10/01/2022 - 09/30/2023	313	$5.20	$(65.73)	$1,561.87
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Martin Elementary School Total				**$(212.03)**	**$12,772.32**

Monte Verde Elementary School - 279031					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	10/01/2022 - 09/30/2023	460	$7.35	$(101.20)	$3,279.80
Star Math Subscription	10/01/2022 - 09/30/2023	370	$5.20	$(59.20)	$1,864.80
Star Reading Subscription	10/01/2022 - 09/30/2023	460	$5.20	$(96.60)	$2,295.40
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Monte Verde Elementary School Total				**$(257.00)**	**$8,190.00**

Ponderosa Elementary School - 384082					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	10/01/2022 - 09/30/2023	290	$7.35	$(63.80)	$2,067.70

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Star Math Subscription	10/01/2022 - 09/30/2023	150	$5.20	$(24.00)	$756.00
Star Reading Subscription	10/01/2022 - 09/30/2023	250	$5.20	$(52.50)	$1,247.50
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Ponderosa Elementary School Total		**$(140.30)**	**$4,821.20**

Skyline Elementary School - 384083					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	10/01/2022 - 09/30/2023	100	$7.35	$(22.00)	$713.00
Star Math Subscription	10/01/2022 - 09/30/2023	300	$5.20	$(48.00)	$1,512.00
Star Reading Subscription	10/01/2022 - 09/30/2023	250	$5.20	$(52.50)	$1,247.50
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Skyline Elementary School Total		**$(122.50)**	**$4,222.50**

Spruce Elementary School - 279107					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader 360 Subscription	10/01/2022 - 09/30/2023	220	$10.35	$0.00	$2,277.00
Star Math Subscription	10/01/2022 - 09/30/2023	100	$5.20	$(16.00)	$504.00
Star Reading Subscription	10/01/2022 - 09/30/2023	220	$5.20	$(46.20)	$1,097.80
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
		Spruce Elementary School Total		**$(62.20)**	**$4,628.80**

Sunshine Gardens Elementary School - 279110

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Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	10/01/2022 - 09/30/2023	130	$10.35	$0.00	$1,345.50
Star Reading Subscription	10/01/2022 - 09/30/2023	130	$5.20	$(27.30)	$648.70
Platform Services					
Annual All Product Renaissance Platform	10/01/2022 - 09/30/2023	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Sunshine Gardens Elementary School Total				**$(27.30)**	**$2,744.20**

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Adoption of Resolution #22-59 for Certificated Substitutes – Recent Certificated Retirees

---

BACKGROUND:

Pursuant to Education Code section 24214.5, there is a 180-calendar day separation-from-service requirement for all retired CalSTRS members, regardless of age, during which the postretirement compensation limit for the performance of retired member activities is zero dollars ($0).

There is a narrow exemption from the 180-calendar day separation-from-service requirement for a retired CalSTRS member under certain circumstances. To qualify for this exemption, the retired CalSTRS member must be at or above normal retirement age at the time the compensation is earned, and the employer must appoint the retired CalSTRS member to a critically needed position that has been approved by the governing body of the employer in a public meeting as reflected in a resolution. The resolution for the appointment must be adopted before the retired CalSTRS member(s) begins performing retired member activities under the exemption. The resolution approving the appointment may not be placed on a consent calendar.

We are asking the Board of Trustees to adopt the attached resolution so recently retired certificated teachers may return earlier than the 180-calendar day separation-from-service requirement to serve as certificated substitutes, which is a critical area for our district.

FISCAL IMPLICATIONS:

The anticipated fiscal impact would negligible as the cost of current teachers covering classes during their prep would be paid to these substitutes.

STAFF RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #22-59 to enable recently retired certificated teachers to return earlier than 180-calendar day separation-from-service requirement to serve as certificated substitutes in SSFUSD.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION FOR EXEMPTION TO THE SEPARATION-FROM-SERVICE

REQUIREMENT PURSUANT TO SECTION 24214.5 OR 26812 OF

THE EDUCATION CODE

#22-59

WHEREAS, pursuant to Education Code section 24214.5 and 26812, there is a 180 calendar day separation-from-service requirement for all retired CalSTRS members and participants; and,

WHEREAS, all retired CalSTRS members and participants are subject to a restriction if they perform retired member activities as defined by section 22164.5 of the Education Code or retired participant activities as defined by section 26135.7 of the Education Code, during the first 180 calendar days after their most recent retirement; and,

WHEREAS, if the retired CalSTRS member or participant performed retired member or participant activities during this period, CalSTRS will reduce his or her retirement benefit or annuity one dollar for each dollar earned for performing retired member or participant activities during the 180-day period; and,

WHEREAS, there is an exemption from the 180 calendar day separation-from-service requirement for a member or participant who retires for service and is at or above normal retirement age; and,

WHEREAS, in order to qualify for this narrow exemption, the employer must appoint the retired member or participant to a critically needed position that has been approved by the governing body of the employer in a public meeting as reflected in a resolution; and,

WHEREAS, this approval by the governing body of the employer in a public meeting as reflected in a resolution must be finalized and communicated to CalSTRS before the member or participant commences to perform retired member or participant activities; and,

WHEREAS, the Superintendent of the South San Francisco Unified School District must complete the Request for Separation-from-Service Requirement Exemption form, which must be submitted to CalSTRS and received by CalSTRS before the member or participant commences to perform retired member or participant activities,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the district is in critical need of certificated substitutes to provide instruction in classrooms due to the shortage of certificated substitutes and an increase in need due to the impact of COVID-19 on the certificated teacher workforce;

AND BE IT FURTHER RESOLVED that the Board wishes to meet this critical need by hiring Susan Cossette, Jacquelin Del Bianco, Judith O'Brien, Audrey Valdry, Daniel Yanow, and Kristin Yee, members or participants who retired for service less than 180 days ago;

AND BE IT FURTHER RESOLVED that this appointment is needed to fill this critical need before the 180 calendar day separation-from-service requirement is fulfilled;

AND BE IT FURTHER RESOLVED that these members or participants did not receive a retirement incentive or any financial inducement to retire from any public employer; ·

AND BE IT FURTHER RESOLVED that the retired members or participants' termination of employment is not the basis for the need to acquire his or her services;

AND BE IT FURTHER RESOLVED that the earnings for retired member activities during the 180 calendar days will still be subject to the annual postretirement earnings limit for the Defined Benefit Program;

AND BE IT FURTHER RESOLVED that these members or participants' will not commence to perform retired member or participant activities before this approval is authorized by the governing body of the employer in a public meeting as reflected in a resolution and received by CalSTRS;

AND BE IT FURTHER RESOLVED that these members or participants will not commence to perform retired member or participant activities before the Superintendent of South San Francisco Unified School District completes the Request for Separation- from Service Requirement Exemption form and this is transmitted to and received by CalSTRS.

PASSED AND ADOPTED by the Governing Board of the South San Francisco Unified School District, on this eighth day of September in the year 2022.

AYES: NOES: ABSENT:

I, Dr Shawnterra Moore, Secretary of the Governing Board, South San Francisco Unified School District, County of San Mateo, do hereby certify the foregoing to be a full, true and correct copy of a resolution adopted by the said Board at a regular meeting hereof held at its regular meeting place on September 8, 2022, which action is contained in the minutes of the meeting of said Board.

_____

Shawnterra Moore
Secretary of the Governing Board
SSFUSD

_____

Date

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Approval of Provisional Internship Permit, Jonah Cabral, Music Teacher, Westborough Middle School

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BACKGROUND:

The Provisional Internship Permit (PIP) allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found. Human Resources has been diligently seeking Special Education teachers since February when the recruitment season started. I have attended job fairs, reached out to universities for possible interns, and have also recruited on EdJoin.

Jonah Cabral will be applying to a credential program in the fall. A PIP will allow Mr. Cabral to meet the requirements necessary to earn the Preliminary credential.

FISCAL IMPLICATIONS:

It is the employee's responsibility to cover the expense of applying for the PIP. There are no fiscal implications for the District.

STAFF RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the PIP for Jonah Cabral, certificated employee at Westborough Middle School.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: September 8, 2022

RE: Approval of Provisional Internship Permit, Lauren Fox, Fourth Grade Teacher, Martin Elementary School

---

BACKGROUND:

The Provisional Internship Permit (PIP) allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found. Human Resources has been diligently seeking Special Education teachers since February when the recruitment season started. I have attended job fairs, reached out to universities for possible interns, and have also recruited on EdJoin.

Lauren Fox is currently in a credentialing program at Cal State Teach and is completing the requirements to earn the Multiple Subject Credential. A PIP will allow Ms. Fox to meet the requirements necessary to earn the Preliminary credential.

FISCAL IMPLICATIONS:

It is the employee's responsibility to cover the expense of applying for the PIP. There are no fiscal implications for the District.

STAFF RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the PIP for Lauren Fox, certificated employee at Martin Elementary School.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: September 8, 2022

RE: Approval of Mills Montessori Lease Addendum

BACKGROUND:

In May 2022, SSFUSD received a letter from Mills Montessori School to request for an extension of their lease.

The District has been leasing out a portion of the Hillside campus to the Mills Montessori School for the past fifteen plus years and wishes to continue the lease with them.

The current lease of seven years expired on June 30, 2022. Staff has prepared another lease addendum to extend the lease agreement for an additional seven years.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the lease addendum with Mills Montessori as presented.

LEASE ADDENDUM
Between SSFUSD and Mills Montessori

This lease addendum adds the following paragraphs to the Lease between the **TENANT** (Montessori) and the **DISTRICT** (SSFUSD).

A. **Purpose of the Addendum.** The lease addendum is being added due to changes in the Hillside Elementary School site. The DISTRICT and the TENANT wish to work collaboratively in order to ensure that any current and future programs are able to be accommodated.

B. **Additional Services.** The DISTRICT agrees to continue the following conditions:
   a. Maintain the unisex bathroom for the Montessori program (TENANT) in order for their program to not have to use the existing bathrooms on the end of their main wing where the Big LIFT program is housed.
   b. Mutually agreed upon parking spaces for the Hillside staff.

C. **Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

D. **Terms of the Lease.** The terms of this addendum shall begin on September 1, 2022 and shall continue until September 1, 2029 (7 years), at which time the TENANT has the option to renew for another seven years. The TENANT will notify the DISTRICT 60 days prior to September 1, 2029, should they wish to renew their lease. Or:
   a. The Lease is terminated by the DISTRICT in accordance with the terms of the lease as stated in Section E of this addendum:
   b. The Lease is terminated by the TENANT in accordance with the Lease or by mutual agreement during the term of the Lease.

E. **Termination of Tenancy.** The DISTRICT has the option to not renew the lease agreement according to the following provisions:
   a. The DISTRICT must provide the TENANT with at least 18 months' notice in order to terminate the lease due to the burden on the TENANT to find other suitable locations for the program.

TENANT SIGNATURE	DISTRICT SIGNATURE
Simin Fallah	Ted O
Signed:	Signed:
Date:	Date:

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: September 8, 2022

RE: Denial of Claim

BACKGROUND:

A claim has been submitted by an employee whose personal vehicle had been damaged by one of the kitchen carts at the Central Kitchen, which she was using at the time of the incident. She would like the District to reimburse her for the cost of the damages.

FISCAL IMPLICATIONS:

The claim requests $1437.13

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees deny this claim and refer it to the District's insurance carrier.

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: September 8, 2022

RE: Adoption of Resolution No. 22-57, Certifying the Actual Gann Limit for 2021-22 and Estimated Gann Limit for 2022-23

BACKGROUND:

Education Code Section 42132 requires that, on or before September 15 of each year, the governing board of each school district adopt a resolution to identify the estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal. This resolution must be adopted at a regular or special meeting of the governing board.

The Gann Limit (named for Paul Gann, the author of Proposition 4, which amended the State Constitution to establish this limit) is intended to constrain the growth in State and local government spending by linking year-to-year changes in expenditures to changes in expenditures to changes in inflation (represented by per capita personal income) and population (represented by average daily attendance (ADA) for schools). Established in 1979 following the enactment of Proposition 13 and subsequently amended by Proposition 111, the Gann Limit has become a largely pro forma calculation that no longer constrains governmental expenditures. This is because the limit has grown significantly faster than appropriations subject to the limit.

The State's Standardized Account Code Structure (SACS) software includes the Gann Limit calculation. The software includes the statewide factor for per capita personal income change, but each district will have to enter the workload factor, which is the change in ADA from prior year to current year. The combination of these factors yields the change in the district's Gann Limit.

Perhaps the easiest way to understand this calculation is to envision the dollar amount of the District's Gann Limit as a box. For example, if the current year Gann Limit is $50 million, picture a box that can hold $50 million. First, put into

this box local property taxes that count toward the Local Control Funding Formula (LCFF) sources, as well as an appropriate portion of the District's interest income. Next, pour all of the District's unrestricted State aid into this box. Under State law, the amount of State aid that fills up the box counts toward the District's Gann Limit, which the amount that overflows the box counts toward the State's Gann Limit (Government Code Section (G.C.) 7906). In addition, all State aid for categorical programs always counts toward the State Gann Limit.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution No. 22-57, certifying the actual Gann Limit for 2021-22 and the estimated Gann Limit for 2022-23.

	2021-22 Calculations			2022-23 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2020-21 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)		**2020-21 Actual**			**2021-22 Actual**	
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	105,166,834.99		105,166,834.99			102,530,968.14
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	8,001.46		8,001.46			7,378.43
ADJUSTMENTS TO PRIOR YEAR LIMIT		**Adjustments to 2020-21**			**Adjustments to 2021-22**	
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2021-22 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)		**2021-22 P2 Report**			**2022-23 P2 Estimate**	
1. Total K-12 ADA (Form A, Line A6)	7,378.43		7,378.43	7,390.29		7,390.29
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			7,378.43			7,390.29
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED		**2021-22 Actual**			**2022-23 Budget**	
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	349,112.67		349,112.67	363,078.00		363,078.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	5,418.14		5,418.14	5,699.00		5,699.00
4. Secured Roll Taxes (Object 8041)	78,537,733.79		78,537,733.79	81,921,016.00		81,921,016.00
5. Unsecured Roll Taxes (Object 8042)	1,174,579.23		1,174,579.23	1,221,562.00		1,221,562.00
6. Prior Years' Taxes (Object 8043)	166,817.98		166,817.98	165,774.00		165,774.00
7. Supplemental Taxes (Object 8044)	0.00		0.00	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	21,651,047.15		21,651,047.15	24,870,900.00		24,870,900.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	101,884,708.96	0.00	101,884,708.96	108,548,029.00	0.00	108,548,029.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	101,884,708.96	0.00	101,884,708.96	108,548,029.00	0.00	108,548,029.00

	2021-22 Calculations			2022-23 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	3,878,174.00		3,878,174.00	4,280,605.74		4,280,605.74
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	3,878,174.00	0.00	3,878,174.00	4,280,605.74	0.00	4,280,605.74
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	4,953,681.00		4,953,681.00	4,840,552.00		4,840,552.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	0.00		0.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	4,953,681.00	0.00	4,953,681.00	4,840,552.00	0.00	4,840,552.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	129,451,519.59		129,451,519.59	135,536,401.44		135,536,401.44
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	380,752.30		380,752.30	313,724.00		313,724.00
D. APPROPRIATIONS LIMIT CALCULATIONS	**2021-22 Actual**			**2022-23 Budget**		
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			105,166,834.99			102,530,968.14
2. Inflation Adjustment			1.0573			1.0755
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9221			1.0016
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			102,530,968.14			110,448,491.52
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			101,884,708.96			108,548,029.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			885,411.60			886,834.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			4,524,433.18			4,840,552.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			4,524,433.18			4,840,552.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			313,901.64			263,067.70
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			102,198,610.60			108,811,096.70
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			4,210,531.54			4,840,552.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			102,198,610.60			
b. State Subventions (Line D8)			4,210,531.54			
c. Less: Excluded Appropriations (Line C23)			3,878,174.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			102,530,968.14			

	2021-22 Calculations			2022-23 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			0.00			
SUMMARY	**2021-22 Actual**			**2022-23 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			102,530,968.14			110,448,491.52
12. Appropriations Subject to the Limit (Line D9d)			102,530,968.14			

* Please provide below an explanation for each entry in the adjustments column.

Ted O
Gann Contact Person

650-877-8707
Contact Phone Number

RESOLUTION FOR ADOPTING THE "GANN" LIMIT
#22-57
South San Francisco Unified School District

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2021-22 fiscal year and a projected Gann Limit for the 2022-23 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

WHEREAS, Government Code Section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2021-22 and 2022-23 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2021-22 and 2022-23 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

REGULARLY passed and adopted this 8th day of September 2022.

AYES _____ NOES_____ ABSENT_____ ABSTAINED_____

_____ _____
Secretary President

_____
Date Approved/Filed

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: September 8, 2022

RE: Approval of Professional Services Agreement with K12 School Facilities, William Savidge, for Facilities Consulting Services for 2022-23

BACKGROUND:

SSFUSD has not filled a vacant full-time Construction Project Manager for some time. For the past few years, K12 School Facilities consultant, William Savidge, has been hired part-time by the District to assist with various facilities projects, including school modernization and four ball fields upgrade projects. He also assists with our legal counsel on matters relating to our on-going litigation with USS Cal Builders

It is appropriate at this time to renew the K12 School Facilities contract for 2022-23 to ensure all of the on-going projects are coordinated and completed on time. In the attached proposal, the facilities consulting services that Mr. Savidge will be providing are listed. These services include: assistance with resolving the ongoing construction legal matters; securing State School Facilities Program funding; and overall assistance with facilities construction in the District.

FISCAL IMPLICATIONS:

This is an hourly services contract with a monthly not-exceed amount of $4,000. These costs, a maximum of $48,000 for 2022-23, are an appropriate expenditure of the facilities funds set aside under Fund 40. It will not impact the General Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the professional services agreement, in an amount not to exceed $48,000 for 2022-23, with K12 School Facilities consultant, William Savidge, for Facilities Consulting Services.

INDEPENDENT CONSULTANT AGREEMENT FOR FACILITIES CONSULTANT SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 10th day of September, 2022 by and between the South San Francisco Unified School District, ("District") and **K12 School Facilities** ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the **Facilities Consulting** services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide **Facilities Consulting** services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on September 10, 2022 and will diligently perform as required and complete performance by September 10, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

   _X_ Signed Agreement
   _____ Workers' Compensation Certification – NA no employees
   _X_ Fingerprinting/Criminal Background Investigation Certification
   _X_ Insurance Certificates and Endorsements
   _____ W-9 Form – Already on file with District
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty-Eight Thousand Dollars ($48,000). District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: None anticipated or budgeted.

6. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

   Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

   8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

   8.3. **District Approval**. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter.

Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

11. **Disputes**. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. **Termination**.

    12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

    12.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        12.2.1. material violation of this Agreement by Consultant; or

        12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

    Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification**.

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. **Insurance**.

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Professional Liability	$ 1,000,000
Workers' Compensation	NA
Employers' Liability	NA

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be

terminated effective upon Consultant's receipt of a written termination notice from the District.

17. **Certificates/Permits/Licenses/Registration**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination**. Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

    20.1. All site visits shall be arranged through the District;

    20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

    20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 Email: tedo@ssfusd.org ATTN: Ted O	K12 School Facilities 2309 Grant St. Berkeley, CA 94703 Email: bsavidge@K12schoolfacilities.org ATTN: William Savidge

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney's Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

36. **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20___	Dated: _____, 20___
South San Francisco Unified School District	**K12 School Facilities**
By: _____	By: _____
Print Name: Ted O	Print Name: William Savidge
Print Title: Assistant Superintendent Business Services	Print Title: Principal Consultant

Information regarding Consultant:

Name: K12 School Facilities William Savidge

Address: 2309 Grant St. Berkeley, CA 94703

Telephone: 510-610-0601

E-Mail: bsavidge@K12schoolfacilities.org

Type of Business Entity:
____ Individual
X Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

47-4737974:
Employer Identification Number EIN

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

K12 School Facilities **William Savidge**
2309 Grant St. Berkeley, CA 94703
bsavidge@k12schoolfacilities.org

FACILITIES PROGRAM CONSULTING PROPOSAL
for
South San Francisco Unified School District

K12 School Facilities, William Savidge ("Consultant") will provide Facilities Consulting services to the South San Francisco Unified School District ("District"). This proposal is to continue Facilities Consulting services for the District, coordinating work on the following projects and to close out the District's facilities construction program and to provide as needed services in specific areas as noted below.

Proposed Services:

1. Closeout previous Measure J construction projects
    a. Assist with legal counsel regarding resolution of outstanding claims, specifically USSCal Builders legal support as requested by District's counsel.
2. Manage upcoming construction projects currently in design, including bid and award, contracting, construction and closeout
    a. Hillside Drop-Off Parking Project for construction Fall/Winter 2022/2023
    b. HVAC Upgrades at 9 Sites, two packages for construction summer 2023.
3. Facilities Program tasks:
    a. Work with District Facilities team on preparations, planning for future bond and facilities construction work
    b. Work with District Facilities to close offices and consolidate remaining projects and files from Measure J projects and completion projects.
    c. Coordinate applications and fund release for state School Facilities Program funding. Work with Sacramento team to ensure funding applications are processed, documents are provided and funds received.
    d. Prepare facilities program items for Board of Education approval, attend Board meetings as required.
    e. Other Facilities Coordination tasks as directed.

Fee: Services to be provided hourly not to exceed $4,000 per month, unless authorized by the District. Hourly billing rate: $160.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

X Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "*Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: May 27, 2021

Name of Consultant: K12 School Facilities

Signature: _____

Print Name and Title: William Savidge Principal Consultant

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services

Wazi Chowdhury – Director of Facilities and Safety

DATE: September 8, 2022

RE: Approval of Change Order #1 to the contract of Tri-Valley Excavating, Inc. on the Alta Loma Middle School Drainage Repairs project

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BACKGROUND:

The South San Francisco Unified School District awarded a contract for the Alta Loma Middle School Drainage Repairs project to Tri-Valley Excavating, Inc. on June 23, 2022.

There has been ongoing water damage during heavy rains to the center classrooms in Building B and to the Locker Rooms in Building F. Previous work with limited drainage upgrades had not resolved the problems, so the District initiated the current project. The work includes demolition and regrading of the site adjacent to the two wings. The finished work includes installation of new concrete walkways and concrete seat walls, new asphalt paving, new planter areas, new drains and drain lines, and new stairs. The District had plans prepared by Underwood and Rosenblum Civil Engineers.

The work on the project is nearly complete, this Change Order includes District requested additional work adding multiple new drains and drain lines. It also includes additional concrete work on the new planters. The Change Order also credits back the remaining balance of the Contract Allowance. All backup documentation is included in the attached Change Order #1.

Change Order #1 is the final contract adjustment in the amount of $13,100. This change order amount is equal to 2.8% of the original contract amount. The original contract amount of $464,127 will be increased to a final contract amount of $477,227.

In order that the work was completed on the project, District staff has authorized Tri -Valley Excavating to proceed with the work. This Change Order is not final until approved by the Board.

FISCAL IMPLICATIONS:

By this action: **$13,100.** This will be paid from Fund 40.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Change Order #1 to the contract of Tri-Valley Excavating, Inc. for the Alta Loma Middle School Drainage Repairs Project.

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: Alta Loma Middle School Drainage Repair
Bid No.: 03-22

Date: 8-30-22
DSA File No.: _____NA_____
DSA Appl. No.:____NA____

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: Tri-Valley Excavating, Inc.
P.O. Box 287
Sunol, CA 94586

Engineer: Frank Rosenblum
Underwood & Rosenblum Civil Engineers

Reference	Description	Cost	Days Ext.
PCO #3 Requested by: Owner Dated 8/4/22	Sawcut and excavate additional areas as requested for additional drainage at Lockers	$ 4,819	0
PCO #4 Requested by: Owner Dated 8/5/22	Sawcut and excavate, additional drain inlet and new piping, repour concrete	$ 8,690	0
AED #2 Dated 8/16/22	Return credit to owner of remaining balance of the Contract Allowance after execution of Allowance Expenditure Directive #2	($ 409)	0

Contract time will be adjusted as follows: Original Completion Date: 8/22/22 16 Calendar Days Extension for all additional work and to allow for procurement of long lead time railings Current Completion Date: 9/7/22	Original Contract Amount:	$464,127
	Amount of Previously Approved Change Order(s):	$ 0
	Amount of this Change Order:	$ 13,100
	Revised Contract Amount:	**$477,227**

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. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

_____ _____

Ted O
Assistant Superintendent
Business Services

Date

Contractor:

Michael Garcia 8-30-22

Michael Garcia

Date

END OF DOCUMENT

TRI-VALLEY Excavating

License #541927 A, B, C12, HAZ
DIR 1000010833,

Job Name

Alta Loma School

August 4,2022

To: South San Francisco Unified School District
Attn: Wazi Chowdhury
Phone: 650-877-8751
Email: wchowdury@ssfusd.org

Estimated By: Forrest Towe

Scope of Work Storm Drain

1. *Saw cut concrete Excavate and export broken concrete, compact subgrade install rebar dowels pour 4000 PSI Concrete.*
2. *Compact subgrade in asphalt patch, place and compact 6" of ½" asphalt 41.25 SF.*

Total Bid $4,819.00

All work included is as stated above, based on One Move Ins. Additional move ins are $4,500 each.
Exclusions: Fee's, Bonds, Permits, Engineering, Testing, Survey, Handling or Off hauling Contaminated/ Hazardous Material, Asphalt Paving Fog Seal, Seal Coat, Prime coat, Adjusting Utilities, Soil Sterilant. Paving Fabric, Underground Utilities, Landscaping, Bio Soil, Rock in Bio Swales, Off Hauling for others, Trench Paving for Others. Bio Soil, Rock & Sand on Pads, Footing, Landscaping, Electrical Pads and Mechanical Equipment Pads, Knee walls, CMU Wall at trash Enclosure, Interior Concrete or Demo. Analytical testing, Asphalt patching or seal coating of existing asphalt, Striping or Signage, Demo of Canopy.

We Cannot Be Responsible For Subgrade Failures, Spring or Water Damage or Underground Utility Installations
Unless depth and Locations Are Indicated By Owner at The Time of Actual Work.
All Agreements are contingent upon strikes, accidents, delays or carriers and other delays unavoidable or beyond our control.
TERMS: Net Cash on completion. 1% per month after 10th prox.
Contracting party shall be liable to contractor for interest thereon of (10%) and any other damages, including legal fees for any legal action which the contractor may suffer from delay of any payment provided within this agreement.

Customer Signature: _____

Tri-Valley Excavating Signature: _____

Michael A. Garcia

Forrest Towe
Cell: 925-305-5379
Email: Forrest@trivalleyx.com

P.O. Box 287 Sunol, CA 94586 – OFFICE (925) 331-8878 - FAX (925) 391-1118
www.trivalleyx.com

TRI-VALLEY Excavating

License #541927 A, B, C12, HAZ
DIR 1000010833,

Job Name

Alta Loma School

August 5,2022

To: South San Francisco Unified School District
Attn: Wazi Chowdhury
Phone: 650-877-8751
Email: wchowdury@ssfusd.org

Estimated By: Forrest Towe

Scope of Work Storm Drain at Boys and Girls Locker Room

1. *Saw cut concrete and Asphalt Excavate and export broken asphalt and concrete, excavate for new V12 inlet Install new 8" SDR-35 Pipe connect to sump drain compact subgrade install rebar dowels pour 4000 PSI Concrete.*
2. *Compact subgrade in asphalt patch, place and compact 4" of ½" asphalt .*

Total Bid $8,690.00

All work included is as stated above, based on One Move Ins. Additional move ins are $4,500 each.
Exclusions: Fee's, Bonds, Permits, Engineering, Testing, Survey, Handling or Off hauling Contaminated/ Hazardous Material, Asphalt Paving Fog Seal, Seal Coat, Prime coat, Adjusting Utilities, Soil Sterilant. Paving Fabric, Underground Utilities, Landscaping, Bio Soil, Rock in Bio Swales, Off Hauling for others, Trench Paving for Others. Bio Soil, Rock & Sand on Pads, Footing, Landscaping, Electrical Pads and Mechanical Equipment Pads, Knee walls, CMU Wall at trash Enclosure, Interior Concrete or Demo. Analytical testing, Asphalt patching or seal coating of existing asphalt, Striping or Signage, Demo of Canopy.

We Cannot Be Responsible For Subgrade Failures, Spring or Water Damage or Underground Utility Installations
Unless depth and Locations Are Indicated By Owner at The Time of Actual Work.
All Agreements are contingent upon strikes, accidents, delays or carriers and other delays unavoidable or beyond our control.
TERMS: Net Cash on completion. 1% per month after 10th prox.
Contracting party shall be liable to contractor for interest thereon of (10%) and any other damages, including legal fees for any legal action which the contractor may suffer from delay of any payment provided within this agreement.

Customer Signature: _____

Tri-Valley Excavating Signature: _____

Michael A. Garcia

Forrest Towe
Cell: 925-305-5379
Email: Forrest@trivalleyx.com

P.O. Box 287 Sunol, CA 94586 – OFFICE (925) 331-8878 - FAX (925) 391-1118
www.trivalleyx.com

DOCUMENT 00 63 40

ALLOWANCE EXPENDITURE DIRECTIVE FORM

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

ALLOWANCE EXPENDITURE DIRECTIVE NO.:
2

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Alta Loma Middle School Drainage Repair

Bid No.: 03-22

Date: August 16, 2022
DSA File No.: NA
DSA Appl. No. NA

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

South San Francisco Unified School District
Wazi Chowdhury, Director of Facilities & Safety
398 B Street
South San Francisco, CA 94080

Contractor Name, Address, Telephone:

Tri-Valley Excavating, Inc.
Michael Garcia, President
PO Box 287
Sunol, CA 94586

Reference	Description	Allowance Authorized for Expenditure	Days Ext.
Extra Work Quote: Aug 5, 2022 Requested by: Owner Performed by: Contractor Reason: Unforseen	Install new 18" reinforced concrete vertical curb at planter above classroom wing not shown on the plans.	**$ 6,676**	

Contract time will be adjusted as follows: Previous Completion Date: August 22, 2022 0 Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: August 22, 2022	Total Contract Allowance Amount:	**$ 20,000**
	Amount of Previously Approved Allowance Expenditure Directive(s):	**$ 12,915**
	Amount of this Allowance Expenditure Directive:	**$ 6,676**
	Total Allowance Expenditures:	**$ 19,591**
	Balance of Contract Allowance:	**$ 409**

The undersigned Contractor approves the foregoing release of allowance for completion of each specified 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 ("Work"). 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 Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure 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. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

DISTRICT: **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT** Date: _____ _____ By: Ted O Assistant Superintendent Business Services	**CONTRACTOR:** **Tri-Valley Excavating, Inc.** Date: 8-30-22 Michael A By: Michael Garcia, President
ARCHITECT/ ENGINEER: _____ Date: _____ By: _____ **Frank Rosenblum**	**PROJECT INSPECTOR:** _____ Date: _____ By: _____ [Print Name and Title here]

END OF DOCUMENT