SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, April 10, 2025

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

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

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

The Board meeting will be streamed live and you can view it by visiting this web page streaming link: https://www.ssfusd.org/apps/pages/onlineboardmeeting
(The link will be active shortly before 7:00 p.m. on April 10)

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

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

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

OPEN SESSION — 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION – 6:30 p.m.

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code § 54957)
2. Conference with Labor Negotiators (Government Code § 54957.6)
   - Agency Designated Representative: Assistant Superintendent of Human Resources and Student Services
   - Employee Organization: South San Francisco Classroom Teachers Association

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by Kali Macalino, 8th-grade student at Alta Loma Middle School.

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. Other

L. STUDENT TRUSTEE REPORTS

1. Josephine Harsana, Spring Student Trustee and ASB President SSFHS
2. Jamie Wong, Fall Student Trustee and ASB President ECHS

M. PUBLIC COMMENTS

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

To comment prior to the meeting:
Public comments may be submitted in advance of the meeting through the following link: https://bit.ly/BoardMeeting04102025 beginning at 3:00 p.m. on Monday, April 7, until 3:00 p.m. on Thursday, April 10. These comments will be read by all Board members and posted on the District website's 2024-25 Board meetings at: https://www.ssfusd.org/apps/pages/meetings

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

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

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

N. INFORMATION ONLY PRESENTATIONS

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

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Alta Loma Middle School

Principal Nina Mendez will present the educational priorities and programs at Alta Loma Middle School.

2. ADMINISTRATION

a. Strategic Plan Community Dashboard

Director Dr. Marianne Hew will present an overview of the District's Strategic Plan Community Dashboard.

O. PRESENTATION WITH POTENTIAL ACTION – None

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

	PAGE
1. ADMINISTRATION	
a. Minutes of the March 13, 2025 Board meeting.	1 – 43
2. EDUCATIONAL SERVICES	
a. Designated representatives to CIF (California Interscholastic Federation) for 2025-26.	44 – 46
b. Permission for ECHS staff to attend the SEL & Wellness Summit in Sacramento, CA, May 15 – 16, 2025.	47 – 48
c. Permission for staff to attend the CAL-MSCS Science Professional Learning in San Diego, CA, May 19 – 20, 2025.	49
d. Permission for ECHS staff to attend the ASCA Conference in Long Beach, CA, July 12 – 15, 2025.	50 – 51
e. Permission for SSFHS students to attend the National History Day in Sacramento, CA, April 19 – 20, 2025.	52
3. HUMAN RESOURCES	
a. Classified Personnel Assignment Order.	53
4. BUSINESS SERVICES	
a. Gifts to the District	54 – 55
b. Fundraising events for the 2024-25 school year	56
c. Professional services agreements under $25,000	57 – 58

INFORMATION/DISCUSSION **PAGE**

1. BUSINESS SERVICES

a. Bond Program Project Update 59

Staff will provide the Board with an update on the status of current Bond Program projects.

ACTION

1. ADMINISTRATION

a. Resolution No. 25-11 Earth Day 60

Staff recommends the adoption of Resolution #25-11: In support of Earth Day.

2. EDUCATIONAL SERVICES

a. Approval of MOU with SMCCCD for the Middle College Program for 2025-26 61 – 78

Staff recommends the approval of the MOU with San Mateo County Community College District for the Middle College Program at Skyline College for the 2025-26 school year.

b. Approval of MOU with CORE Districts for the 2025-27 School Years 79 – 98

Staff recommends the approval of the MOU with Core Districts for data analysis, reporting, and professional learning services for the 2025 – 2027 school years.

c. Approval of New Course Implementation at SSFHS 99 – 111

Staff recommends the approval of the Percussion Ensemble course for implementation at South San Francisco High School for the 2025-26 school year.

d. Approval of Reallocation of funds for Stepping Stones 112 – 113

Staff recommends the reallocation of funds to increase Stepping Stones agreement to pay the cost of the school psychologist covering leaves of absences.

3. HUMAN RESOURCES **PAGE**

a. Resolution No. 25-10 for Classified School Employee Week 114

Staff recommends the adoption of Resolution #25-10: Designating May 18 – 24, 2025, as Classified School Employee Week.

b. Resolution No. 25-12 for Day of the Teacher 115

Staff recommends the adoption of Resolution #25-12: Designating Wednesday, May 14, 2025, as the California Day of the Teacher.

4. BUSINESS SERVICES

a. Approval of Amendment #2 with Protech Consulting and Engineering, Inc. for the ECHS Central Kitchen and Cafeteria Project 116 – 124

Staff recommends the approval of Amendment #2 with ProTech Consulting and Engineering, Inc. for additional services related to construction-phase asbestos and lead abatement monitoring, as well as in-situ soil characterization for the El Camino High School Central Kitchen and Cafeteria Project, in the amount of $48,899.00

b. Approval of Amendment #1 with Cornerstone Earth Group, Inc. for the ECHS Central Kitchen and Cafeteria Project 125 – 141

Staff recommends the approval of Amendment #1 to the agreement with Cornerstone Earth Group, Inc. for additional services for construction-phase geotechnical engineering and observation for the El Camino High School Central Kitchen and Cafeteria Project in the amount of $21,500.00.

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

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

April 24, 2025

- Presentation teaching and learning – Sunshine Gardens ES
- Presentation – Math Pilot Recommendation
- Presentation – Climate Literacy

- Approval of SPSAs
- Resolution honoring Asian Pacific American Heritage Month (May)

May 8, 2025

- Recognition for outgoing Student Trustee Harsana
- Presentation teaching and learning – Spruce ES
- Presentation – English Learner Master Plan
- Approval of the Board meeting calendar for the 2025-26 school year
- Approval for 5th graders to attend SMCOE Outdoor Education
- Approval of Graduates and Certificates of Completion - Baden HS, ECHS, SSFHS, and Adult Education
- Resolution for Fund 11 and Fund 14 account balances
- Approval of All City agreement for crossing guards for 2025-26
- Approval of MOU with Legarza Sports for 2025-26

May 10, 2025 – Special Meeting/Board Workshop (*District Office*)

- Good Beginnings Board Workshop

May 22, 2025

- Presentation teaching and learning - Baden HS/ Adult Education
- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval of SPSAs
- Approval for destruction of Disposable Class 3 records
- Approval of updated Board Governance Handbook
- Approval of the agreement with Remind for the 2025-26 school year
- Approval of the agreement with Newsela for the 2025-26 school year
- Approval of the agreement with BeGlad for the 2025-26 school year
- Approval of the agreement with SMCOE for Center for Learning Data Sharing
- Information on May revision of the Governor's 2025-26 budget
- Approval of Bill Saving Facilities Consulting agreement for 2025-26
- Resolution in support of LGBTQ+ Pride Month (June)

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 Joanna Marcelino, 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 and can be found via YouTube at: https://www.youtube.com/@ssfusdmeetings

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of March 13, 2025

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

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

OPEN SESSION — 6:30 p.m.

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   - Agency Designated Representative: Assistant Superintendent of Human Resources and Student Services
   - Employee Organization: South San Francisco Classroom Teachers Association

RECONVENE INTO OPEN SESSION – 7:01 p.m.

B. ROLL CALL

Board Members:	Ms. Amanda Anthony – Present Mrs. Amy Lam - Present Dr. Chialin Hsieh - Present Mrs. Patricia Murray – Present Mrs. Mina Richardson - Present Ms. Josephine Harsana, Student Board Member - Present
Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. J. Marwan Hannon, Assistant Superintendent, Human Resources and Student Services - Present Mr. Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs - Absent Mr. Ted O, Assistant Superintendent, Business Services - Present

C. PLEDGE OF ALLEGIANCE Dr. Lothschutz introduced Jaimelyn Ochoa as a dedicated 11th-grade student and an active member of ASB. She previously served as Vice President for both the freshman and sophomore classes and is currently the Junior Class President, where she has successfully organized events, fundraisers, and dances. In addition to her leadership in ASB, Jaimelyn is involved in the Latinos Con Poder Club, where she has contributed to fundraising efforts that support community initiatives and food distributions at local churches. She has also been a committed member of the South City High School cheer team since her freshman year and looks forward to continuing in her senior year. After high school, Jaimelyn plans to major in either education or biology. Most recently, she was elected as next year's ASB Executive President.

President Anthony shared that Jaimelyn would be the student trustee for the next school year and congratulated her on her election as the senior class President.

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 – Assistant Superintendent Hannon shared there was nothing to report.

F. REVIEW OF AGENDA – None

G. PTA COUNCIL REMARKS – PTA President, Lauren Kitchen, introduced Stephanie Tejada, President of the South San Francisco PTSA, to deliver remarks. Stephanie greeted President Anthony, the trustees, Dr. Moore, members of the cabinet, and the community. An alumna of South San Francisco High School, she shared her 15 years of volunteer experience and 13 years holding PTA/PTSA positions across Monte Verde, Westborough, South City High, and the PTA Council. She also noted that she has a freshman, a junior, and a child who graduated in 2023. She highlighted the PTA and PTSA's busy season as they prepare for the 2025-2026 board elections and end-of-year festivities. The PTA Council is organizing science festivals for elementary schools, funded through grants and PTA contributions, while also providing meals for teachers and staff during conference week. Stephanie recognized and thanked all PTA members and parent volunteers in attendance, inviting them to stand for recognition. She also shared that South City High was recently honored for 90 years as a PTA unit at the 17th District Founders Day luncheon. While high school PTSA participation can be challenging, a dedicated group of parents continues to foster community

engagement. This year, the PTSA has welcomed back teachers and staff with a luncheon, assisted with Welcome Back Night, organized a Holiday Bazaar, hosted restaurant fundraiser events, donated snacks for ASB activities, and provided financial support for Homecoming. They are now planning Senior Breakfast and Graduation decorations and will assist ASB with Senior Sunset. Stephanie expressed gratitude to Dr. Lothschutz, the counseling department, and ASB students for their ongoing participation in PTSA meetings, where they provide updates on school activities, academic programs, and student events. She concluded by thanking everyone for their support and closing the report for the evening.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators – Elizabeth Bales-Stutes, President of the South San Francisco Federation of Adult Educators highlighted that two teachers had successfully completed a four-month professional development course through CALPRO, the state government's coaching and training arm for adult education teachers in California. These educators are now working with a mentor to design a new CTE pathway focused on Google Workspace and computer skills, which is being piloted this spring. She also shared a success story about one of her ESL students, referred to as "R," who secured a job after just a few weeks in the program. She credited this achievement to the guidance and coaching provided by the program's transition navigator, Lani Xiao, offering congratulations to both. Additionally, she reported that the program recently hosted a guest presenter from SparkPoint at Skyline College, who provided financial literacy education to intermediate and advanced ESL students. She expressed enthusiasm for the continued development of new materials, lessons, and programs within Adult Education. She concluded by affirming the Federation's solidarity with CTA members as they continue their contract negotiations. She thanked the board for their time and wished everyone a good evening.

President Anthony recognized the newly appointed County Board of Education member, Edith Arias, who was in attendance.

South San Francisco Classroom Teachers Association – Shari Giusti, President of the South San Francisco Classroom Teachers Association addressed the South San Francisco Unified School District Board, trustees, cabinet, educators, and the community on three key topics. She first commended the district for swiftly adopting a resolution to support immigrant families amid uncertain national immigration policies. SSFCTA also adopted its own resolution, distributing resources such as classroom posters and red cards for students to present to ICE if necessary, with additional supplies available upon request. She emphasized the importance of union strength, noting that increased communication has empowered teachers to speak up about challenges in their

jobs. She encouraged the board to listen to teachers directly, as their firsthand experiences offer valuable insights beyond formal meetings. She acknowledged that SSFCTA cannot always address concerns immediately due to bargaining constraints, sometimes leading to escalating issues. She urged the board to recognize teacher voices as essential in decision-making, highlighting the need for their active role in shaping policies and initiatives. Lastly, she thanked the board for seeking input on leadership hires and stressed the importance of finding candidates with qualities such as accountability, problem-solving, collaboration, perseverance, time management, and emotional awareness. She also advocated for leaders who embody listening and self-control, traits she believes remain vital for district leadership. She concluded by expressing appreciation for the board's attention.

California School Employees Association Chapter 197 – None

I. PERSONNEL COMMISSION

Assistant Superintendent Hannon announced that the next Personnel Commission meeting will take place on Monday, April 21, 2025, at 5:00 p.m. in the district office boardroom.

J. ITEMS FROM THE BOARD – None

K. SUPERINTENDENT'S REPORT

a. **SSF Education Foundation Transition Event** – Dr. Moore provided an overview of the SSF Education Foundation Transition Event held at South San Francisco High School on March 1st. The event, designed to support students transitioning between grade levels, was well attended, with approximately 275 family members and students present. A keynote speaker addressed how families can assist students during transitions, and middle and high school counselors provided valuable presentations. A panel consisting of students, parents, and staff members allowed for an informal discussion where attendees could ask questions and share experiences. Feedback collected from the event showed that 97.7% of respondents rated their experience as a four or five out of five. The counselor presentations were the most appreciated aspect, with 79.2% of attendees finding them valuable, followed by the Q&A panel at 64.6%, and the keynote speaker at 45.8%. Dr. Moore extended a heartfelt thank you to the South San Francisco Education Foundation, the Educational Services directors, students, families, staff, and community members who dedicated their time on a Saturday to make the event a meaningful and informative resource.

b. **Strategic Plan Strategy Sessions & Quarterly Step Back Update** – Dr. Moore provided an update on the strategic plan strategy sessions and the quarterly step-back meeting, highlighting efforts to monitor progress. The Educational Services team, in partnership with Partners in School Innovation, has been working with principals and instructional leaders to enhance student engagement in academic discussions. Effective teaching strategies, structured routines, and tools like sentence starters have been successfully implemented, particularly in science, math, and ELA. However, there is a need to expand these strategies across more classrooms and subjects. She also discussed HR improvements, including the launch of Nimble, a new applicant tracking system, and pooled position postings to enable earlier hiring. These changes have led to a more diverse candidate pool and faster hiring, though onboarding and responsiveness need further improvement. Plans to enhance onboarding will be rolled out this summer. Looking ahead to the 2026-27 school year, the district aims to refine its focus and improve alignment across schools. Feedback from site leaders emphasized the need to streamline initiatives. A consultative process involving district leaders and principals will determine priorities, with final decisions expected by late March or early April. This will help align the LCAP, school plans, budget, and professional learning calendar. Dr. Moore expressed appreciation for the team's hard work.

c. **Student and Staff Acknowledgements** – Dr. Moore took a moment to recognize the outstanding achievements of South San Francisco Unified students and staff. Students have earned athletic awards, placed second in a percussion competition, been inducted into the National Honor Society for Dance Arts, and advanced to the state-level National History Day competition. She expressed pride in their determination, hard work, and passion, emphasizing that this is just the beginning of their success.

d. **Other** – Dr. Moore celebrated Edith Arias, who had been provisionally appointed to the San Mateo County Board of Education, representing Trustee Area Three. She shared that Trustee Arias has a strong background in education, holding degrees in child and adolescent development, special education, and educational leadership. She is a dedicated parent advocate, special education teacher, and community leader. Among her many contributions, she co-founded Familias Fuertes, organized Padres en Acción at South San Francisco High School, and founded the nonprofit Familias Tomando Acción to support Latino families with educational and mental wellness resources. Dr. Moore expressed immense pride in her accomplishments and extended congratulations.

L. STUDENT TRUSTEE REPORTS

1. Josephine Harsana, Spring Student Trustee and ASB President SSFHS reported on the school's recent activities and achievements. Spring sports are

in full swing, with the badminton team securing victories against Jefferson and Menlo-Atherton, and the boys' golf team showing resilience in challenging weather. Track, swim, and volleyball teams have also been competing, with notable wins. ASB executive officers visited middle schools to promote student government, leading to 61 applications for next year's ASB class. The GSA hosted a successful Light Night Market, featuring local vendors and student band performances. Prom ticket sales are ongoing, with prices set to increase. Sophomores have been actively fundraising through a milk tea lab takeover and a Krispy Kreme donut sale. The South City Winter Percussion placed first at their first competition of the season and second at the American Canyon competition, with another competition scheduled for Saturday. The Earth Club is hosting a climate presentation and an eco-friendly fundraiser. Harsana also congratulated the South City students advancing to the state competition for National History Day in Sacramento on May 3rd. She listed numerous student projects, covering topics such as human rights, historical court cases, and scientific advancements. She wished all participants good luck and concluded by reminding everyone to enjoy Pi Day tomorrow.

President Anthony congratulated all the students participating in History Day, expressing admiration for their exhibits.

2. Jamie Wong, Fall Student Trustee and ASB President ECHS provided an update on recent and upcoming events. She began by highlighting the success of the school's car show on March 8th, which featured over 130 cars and raised over $10,000. Special recognition was given to students Kyle Vargas, Lester Palacios, and Aden Chang for their dedication in promoting the event. The car show drew participants from as far as the East Bay, and attendees enjoyed complimentary refreshments and awards for various vehicle categories. Elections for student leadership positions are set for next week, with speeches taking place during morning announcements and voting scheduled for Friday. The results will be announced after school. The school's spring play, *As You Like It*, opened the night of March 13th and will run through Sunday with a 1960s-inspired theme. The Performing Arts Department has worked hard to bring this production to life, and additional information is available on the school's Instagram page. Wong also provided an update on the upcoming Unified Tournament, a milestone event promoting inclusivity and equity through sports. The tournament, held in partnership with the Special Olympics, will bring together students from general education and specialized academic instruction programs as teammates. The event will take place in El Camino's gym from 10:06 a.m. to 11:39 a.m., with participation from multiple schools, including Parkway, Westborough, Woodside, South City, and ATP. She invited board members and administrators to attend El Camino's Super Passion Project Expo on April 11th from 5:00 p.m. to 7:00 p.m. The event will showcase seniors' community-driven passion projects, highlighting their dedication and hard work. Lastly, Wong announced that Prom will be held next Saturday at the California Academy of Sciences, with the theme "Night of Dreams", inspired by *The*

Princess and the Frog. She concluded her report by thanking the board and audience and wishing everyone a great weekend.

President Anthony thanked Jamie Wong and noted she had attended a wedding at the California Academy of Sciences and it was beautiful.

M. PUBLIC COMMENTS

Melanie Bingham, a teacher at Buri Buri for 31 years, spoke passionately about the need to raise teacher salaries. She emphasized the critical role teachers play in shaping students' futures, providing them with knowledge, encouragement, and a safe space to grow. Despite their dedication, many teachers struggle financially, often working beyond contracted hours while feeling undervalued. She urged the district to ensure teachers can provide for their families without needing second jobs, warning that low salaries risk losing talented educators to other professions. She called for fair compensation to retain and attract passionate teachers for future generations.

Tim Hockenos, a science teacher at South San Francisco High School for 24 years, addressed the board to advocate for a salary increase. He highlighted how teachers consistently go above and beyond their duties, often working early mornings, evenings, and weekends to prepare lessons and assess student work. He also noted the impact of the substitute shortage, with teachers covering around 60 class periods per month, sacrificing their prep time. He personally has not missed a single class this year. Additionally, teachers have taken on peer observations as part of the Portrait of a Graduate initiative. He urged the district to work with the bargaining team to secure the well-deserved raise for faculty.

Moriah Saldana, a parent of the district spoke to express her concerns about the transitional kindergarten (TK) program in the district. She shared how her son greatly benefited from TK, which helped prepare him for kindergarten, and emphasized how essential the program is in building a strong foundation for young students. However, she described the TK enrollment process as unfair, with a lottery system that leaves many parents feeling hopeless due to the limited spots available. Although her daughter was fortunate to be accepted into TK, it was not at the same school as her son, which presents significant challenges for their family. As active members of the Buri Buri community, with Saldana volunteering and serving on the PTA board, she expressed disappointment that her daughter must attend a different school for just one year. With both parents working in the medical field and having non-traditional hours, managing two different school locations with overlapping schedules and tight pickup times is nearly impossible. Because of these hardships, her daughter will not be able to attend TK, leaving Saldana deeply concerned that she will not receive the same strong foundation as her son. She urged the board to reevaluate the TK process, consider the growing demand, and ensure that every child has access to the benefits and readiness that TK provides. She also asked for more thoughtful consideration in placing students

in classrooms to better support families.

Megan Connery, a teacher at El Camino High School addressed the board regarding a comment made by President Anthony about TOSAs (Teachers on Special Assignment) and instructional coaches. She explained a recent meeting with district representatives where the distinction between a TOSA and an instructional coach became clear. TOSAs have been with the district since 2012, but their roles and responsibilities have grown, especially with coaching duties. She raised concerns about the elimination of secondary TOSA positions while instructional coaching roles are only available in elementary schools, which require different credentials. Connery also highlighted the lack of clarity regarding which TOSAs would be displaced, making it difficult for them to apply for open positions. She emphasized that secondary TOSAs would not transition into instructional coaches.

Amy Lam-Bonilla, a parent of the district addressed the board about the challenges and inequities of the transitional kindergarten (TK) lottery process. She shared that her younger daughter was waitlisted for TK, being 227th in line. Lam-Bonilla highlighted that her older daughter had a positive experience in TK and is now thriving in kindergarten, but some of her classmates are struggling to keep up. She expressed concern that the lottery system creates a “game of winners and losers” and questioned why there are still not enough TK spots after so many years. Lam-Bonilla expressed feelings of disappointment and frustration, emphasizing that public education should provide an equal chance for all children to succeed. She urged the board to prioritize expanding TK access so that all children have the same opportunity to start their educational journey on a level playing field.

Lucie Bradshaw, a teacher from Junipero Serra addressed the board noting this was her third visit, raising concerns about 30 teachers who are not being paid correctly. She expressed frustration that the issue is being tied to bargaining pay and that teachers’ paychecks are essentially being “held hostage” until the issue is resolved. Bradshaw emphasized the personal hardships teachers are facing, such as being unable to pay for gym memberships, maternity expenses, or even children’s weddings due to delayed payments. She mentioned her own daughter’s high rent and the overwhelming inflation affecting everyone. Bradshaw stressed the cost of hiring new teachers, noting it can range from $10,000 to $20,000. She urged the district to prioritize paying and treating teachers well to retain them, pointing out that she could earn 30% more at other schools. Additionally, Bradshaw supported parents who voiced concerns about the lack of TK spots, sharing that this year’s kindergarten class had fewer students, and many were unable to get into TK programs. She called for more TK opportunities.

Allison Light, a teacher from Buri Buri raised concerns about the federal Department of Education. She admitted to previously feeling relaxed about federal issues, given her privileged position in California and San Mateo County, where

education is well supported. However, she highlighted alarming statistics about federal funding for education in California, such as the $1.574 trillion for the Individuals with Disabilities Education Act (IDEA), $2.237 trillion for Title One funding, and for Career and Technical Education (CTE) $142.4 million. Light requested that members contact their representatives and senators to address these issues, calling the current state of federal education funding unacceptable in a democratic country.

President Anthony mentioned that Congressman Kevin Mullin is having a town hall soon.

N. INFORMATION ONLY PRESENTATIONS

1. EDUCATIONAL SERVICES

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

Dr. Moore introduced Principal Dr. James Lothschutz who would present the educational priorities and programs at South San Francisco High School.

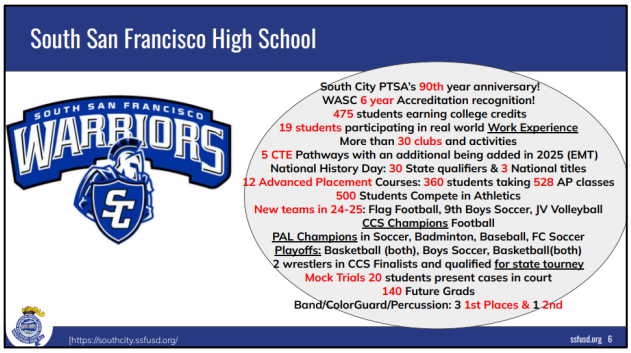
Introduction

Principal Lothschutz thanked Dr. Moore, President Anthony, trustees, cabinet members, parents, staff, students, and the community for the opportunity to share the exciting developments at South San Francisco High School. He outlined the school's strategic plan, which aligns with the newly adopted Mission, Portrait of a Graduate, and Vision, centered around core values such as community, authentic relationships, resilience, and equity. The school is focused on achieving these goals through the five strategic priorities of exceptional instruction, engaged students, purposeful partnerships, empowered educators, and equity. Examples of student success include CTE career tech dual enrollment, college credits, mock trials, athletic competitions, and community engagement. The school's Wellness Center and Family Resource Center further support the holistic needs of students, embodying the school's values of care, resilience, and equity.

Mission Overview

Dr. Lothschutz shared the mission of South San Francisco High School, which is to graduate resilient, empathetic, lifelong learners who will become productive and globally

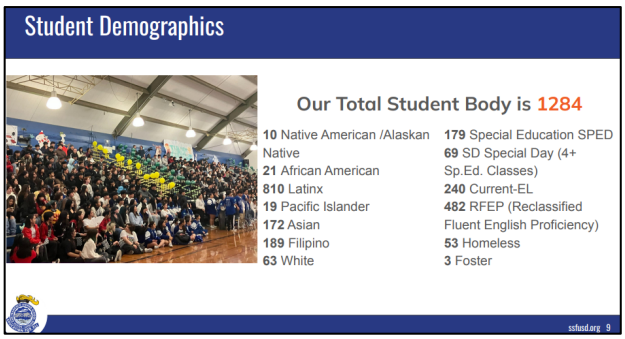
conscious citizens with valuable skills. He highlighted key achievements, such as over 500 student athletes, 470 students earning college credits, and 30 clubs and activities fostering student connections and relationships. He also mentioned two significant accomplishments: the school's PTA/PTSA receiving the 17th District PTA Legacy Award for 90 years of support and the school earning a six-year accreditation from the Western Association of Schools and Colleges (WASC). This accreditation reflects the school's alignment with its goals, strategic plans, and LCAP objectives.





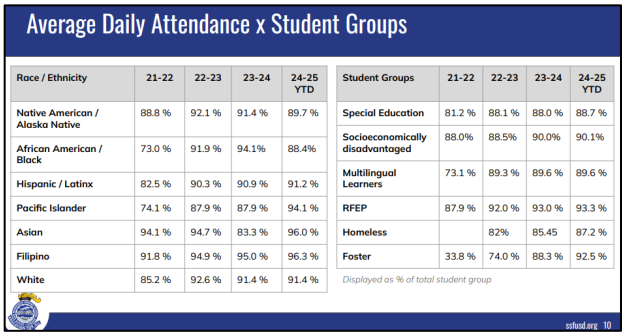
Student Demographics

Dr. Lothschutz shared that South San Francisco High School, is the largest school in the district with 1,284 students. He highlighted the school's diversity, which contributes to its rich culture and necessitates ongoing attention to equity in practices and decision-making.



Attendance

Dr. Lothschutz discussed the school's average daily attendance by student groups over three years, noting general improvement over time, though some groups performed better than others. To improve attendance, the school has implemented strategies such as everyday labs, alternatives to suspension, a focus on student well-being, and the Family Resource Center.

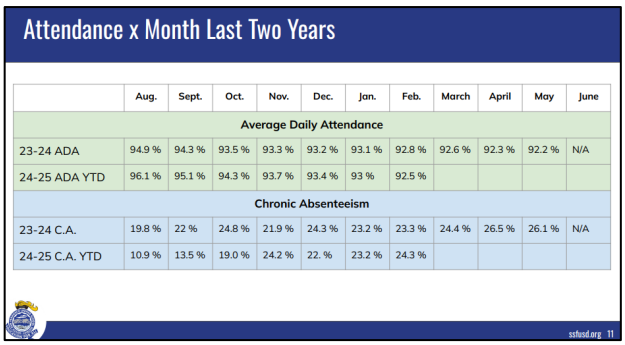


Race / Ethnicity	21-22	22-23	23-24	24-25 YTD
Native American / Alaska Native	88.8 %	92.1 %	91.4 %	89.7 %
African American / Black	73.0 %	91.9 %	94.1%	88.4%
Hispanic / Latinx	82.5 %	90.3 %	90.9 %	91.2 %
Pacific Islander	74.1 %	87.9 %	87.9 %	94.1 %
Asian	94.1 %	94.7 %	83.3 %	96.0 %
Filipino	91.8 %	94.9 %	95.0 %	96.3 %
White	85.2 %	92.6 %	91.4 %	91.4 %

Student Groups	21-22	22-23	23-24	24-25 YTD
Special Education	81.2 %	88.1 %	88.0 %	88.7 %
Socioeconomically disadvantaged	88.0%	88.5%	90.0%	90.1%
Multilingual Learners	73.1 %	89.3 %	89.6 %	89.6 %
RFEP	87.9 %	92.0 %	93.0 %	93.3 %
Homeless		82%	85.45	87.2 %
Foster	33.8 %	74.0 %	88.3 %	92.5 %

Displayed as % of total student group

For the past two years, the attendance rate is consistently above 80% and 90%, which is better than state averages. However, Dr. Lothschutz noted that one of the challenges highlighted in the data is chronic absenteeism, a district-wide issue. In response, the school has implemented various strategies to address this problem, understanding that absenteeism interferes with both student achievement and the development of meaningful connections at school.



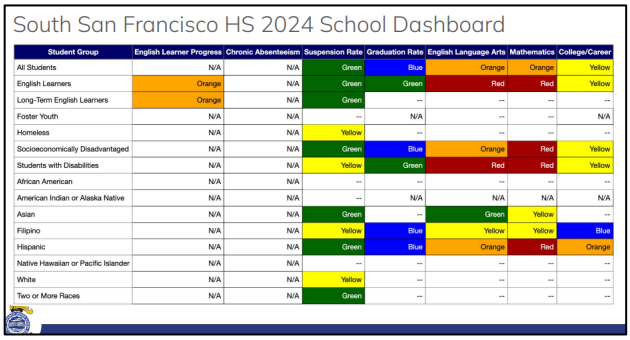
Attendance x Month Last Two Years

	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Average Daily Attendance											
23-24 ADA	94.9 %	94.3 %	93.5 %	93.3 %	93.2 %	93.1 %	92.8 %	92.6 %	92.3 %	92.2 %	N/A
24-25 ADA YTD	96.1 %	95.1 %	94.3 %	93.7 %	93.4 %	93 %	92.5 %				
Chronic Absenteeism											
23-24 C.A.	19.8 %	22 %	24.8 %	21.9 %	24.3 %	23.2 %	23.3 %	24.4 %	26.5 %	26.1 %	N/A
24-25 C.A. YTD	10.9 %	13.5 %	19.0 %	24.2 %	22. %	23.2 %	24.3 %				

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Dashboard

Dr. Lothschutz presented the school dashboard. He explained that blue, green, and to some extent yellow indicators are positive, while red and orange areas need to be addressed through the School Plan for Student Achievement (SPSA) for improvement. Areas that require attention include English Learner programs, English Language Arts, math, and college and career preparation for Hispanic students. On the other hand, relative strengths include the suspension rate, graduation rate, and overall college and career preparation for the entire student body.



South San Francisco HS 2024 School Dashboard

Student Group	English Learner Progress	Chronic Absenteeism	Suspension Rate	Graduation Rate	English Language Arts	Mathematics	College/Career
All Students	N/A	N/A	Green	Blue	Orange	Orange	Yellow
English Learners	Orange	N/A	Green	Green	Red	Red	Yellow
Long-Term English Learners	Orange	N/A	Green	--	--	--	--
Foster Youth	N/A	N/A	--	N/A	--	--	N/A
Homeless	N/A	N/A	Yellow	--	--	--	--
Socioeconomically Disadvantaged	N/A	N/A	Green	Blue	Orange	Red	Yellow
Students with Disabilities	N/A	N/A	Yellow	Green	Red	Red	Yellow
African American	N/A	N/A	--	--	--	--	--
American Indian or Alaska Native	N/A	N/A	--	N/A	N/A	N/A	N/A
Asian	N/A	N/A	Green	--	Green	Yellow	--
Filipino	N/A	N/A	Yellow	Blue	Yellow	Yellow	Blue
Hispanic	N/A	N/A	Green	Blue	Orange	Red	Orange
Native Hawaiian or Pacific Islander	N/A	N/A	--	--	--	--	--
White	N/A	N/A	Yellow	--	--	--	--
Two or More Races	N/A	N/A	Green	--	--	--	--

Statewide Assessments

Dr. Lothschutz then shared historical and current data on the CAST (California Assessment of Student Performance and Progress) test, which is administered in grade 11. He noted that the ELA scores are better than the math scores, and that English language ability has a significant impact on both math and science test performance. The goal for the next year is to achieve a 5% improvement in each of these areas.

Historical and Current Data

Grade - Data / Subject Met or exceeded	21-22	22-23	23-24	24-25 Goal
CAASPP ELA	65.35%	58.23%	60.59%	65%
CAASPP Math	25.79%	25.08%	23.66%	29%
CAST	25.42%	29.33%	34.48%	39%

For the CAASPP results by student groups, Asian, Filipino, and White subgroups performed better in both ELA and math. Latino/Hispanic and socioeconomically disadvantaged subgroups were a step lower and tended to fall in the mid-range. Special education, current English learners, and long-term English learner subgroups faced the most challenges. Reclassified fluent English proficient students performed significantly better in ELA compared to math.

2023-2024 CAASPP Results: Target Student Groups

ELA All Students 61% (+3%)
Breakdown:

51% Latinx/hisp.
82% Asian
78% Filipino
69% White

10% Special Education
8% Curr-EL
66% RFEP *Reclas.*
Fluent Eng. Prof.
52% SD *SocEcon Dis*
12% LTEL *Long TermEL*

Math All Students 24% (-1%)
Breakdown:

15% Latinx/hisp
52% Asian
30% Filipino
43% White

3% Special Education
3% Curr-EL
20% RFEP *Reclas.*
Fluent Eng. Prof.
12% SD *SocEcon Dis*
0% LTEL *Long TermEL*

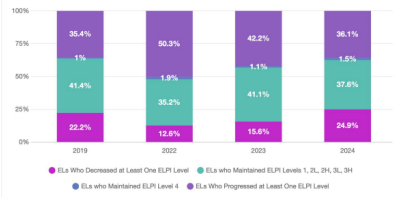
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The goal for English Learner Progress over time (ELPI) is to see more students progressing to a higher level, represented by purple, and fewer students maintaining a lower level, indicated by teal. The best outcome is for students to maintain level four, shown in blue, while the least favorable outcome was a decrease in levels, represented by magenta or pink.

English Learner Progress (ELPI) Over Time

Student English Language Acquisition Results
Summative ELPAC

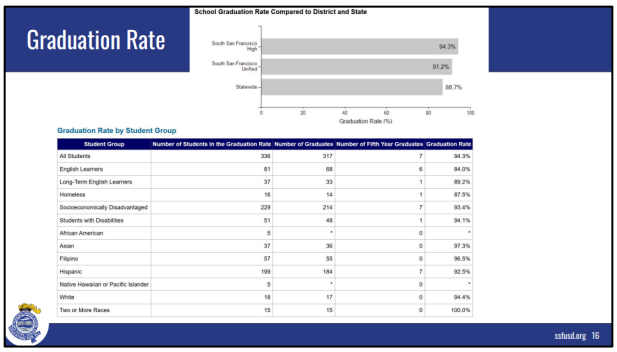
The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.



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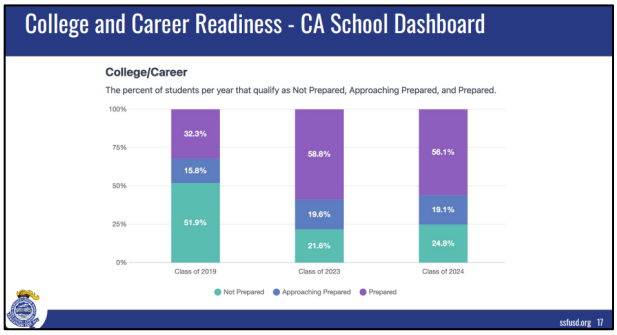
Graduation Rate

The graduation rate is above the state average, supported by students who take an additional fifth year to complete their requirements. This extra time helps a few students finish their education, and the district acknowledges this need for some students.



College & Career

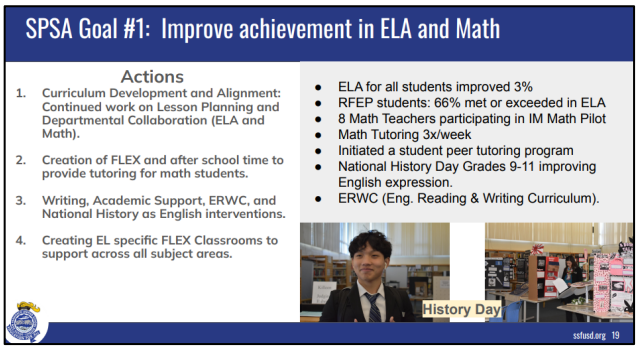
The College and Career Readiness indicators are marked by “prepared” in purple and “approaching prepared” in blue. Factors that impact this readiness include meeting UC/CSU A-G requirements, completing a full CTE pathway, earning a score of three or above on AP exams, achieving a “met” or “exceeded” score on the CASP, completing dual enrollment, and earning the Seal of Biliteracy. In 2024, 27 students earned the Seal of Biliteracy.



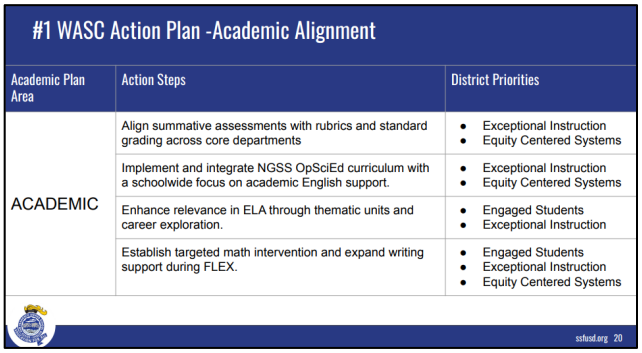
SPSA Goal #1

The SPSA goal #1 focuses on improving ELA and math across all subgroups. ELA for all students improved by 3%, and 66% of RFEP students met or exceeded expectations in ELA. Actions taken to support this goal include math teachers participating in the IM pilot, implementing a science curriculum, offering math tutoring three times a week, starting a student peer tutoring program, and organizing National

History Day for grades 9 through 11 to help with English expression and reading and writing curriculum. Additionally, the GLAD and CRLP programs support these initiatives.



The connections to the WASC action plan focus on curriculum alignment and collaboration. These efforts are aligned with district priorities in the LCAP, including engaging students, providing exceptional instruction, and implementing equity-centered systems.

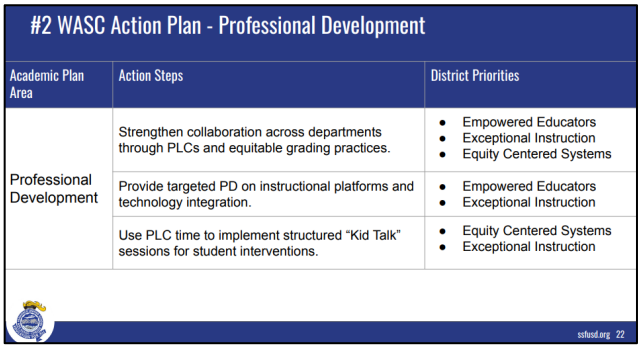


<u>SPSA Goal #2</u>

SPSA goal #2 focuses on professional development and LCAP connections. These connections align with empowered educators, exceptional instruction, and equity-centered systems. Dr. Lothschutz noted there are too many different professional development sessions to detail, but they are tailored to specific subjects, instructional methodologies, and program requirements. Additionally, the Professional Learning Communities (PLCs) are focused on alignment and collaboration, with an emphasis on personalizing instruction and content areas within departments.

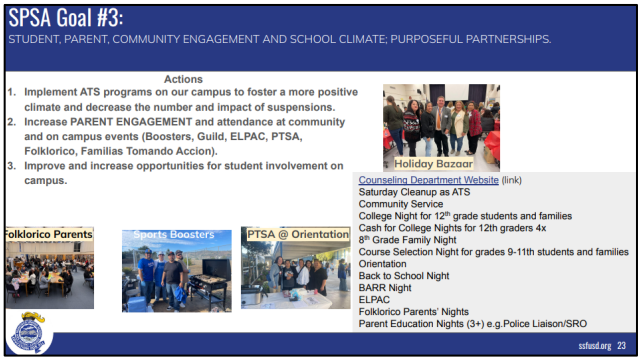


He also shared that the WASC goal is aligned to professional development.



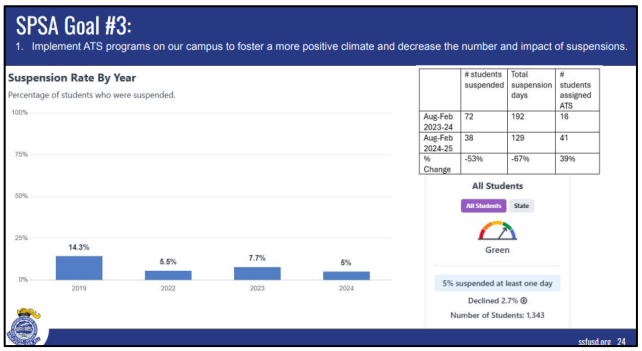
<u>SPSA Goal #3</u>

SPSA goal #3 focuses on student, parent, and community engagement, as well as school climate. This goal is connected to the LCAP through purposeful partnerships, engaged students, equity-centered systems, and restorative practices.



There has been a reduction in the suspension rate over time, approximately 5%. A significant part of this reduction is due to the implementation of the ATS system, which led to a 67% decrease in the total number of suspension days. Several

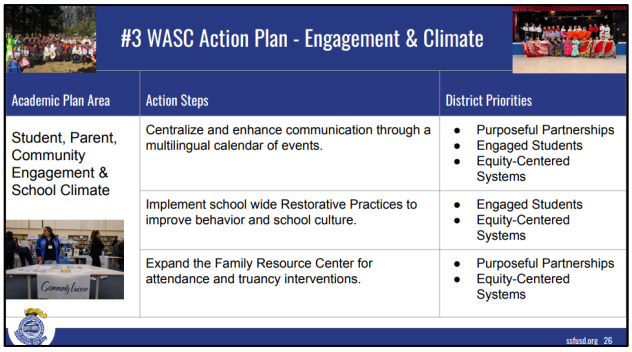
strategies are in place to avoid using suspension as a first resort, though suspensions are still necessary for certain behaviors as a consequence.



Dr. Lothschutz continued that SPSA goal #3 also focuses on campus activities and clubs. These activities provide opportunities for students to thrive, impact their community, and navigate various life skills. The photos displayed are examples of how students engage in hands-on learning and develop important interpersonal skills.

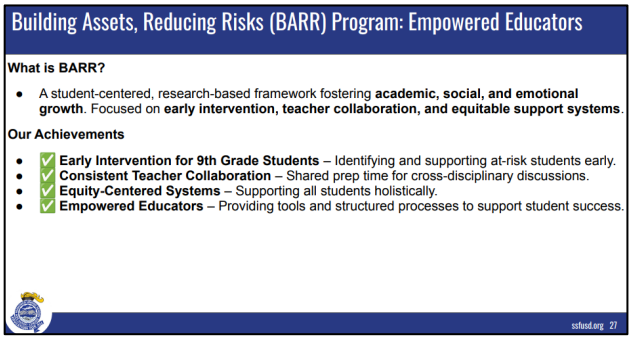


The WASC action plan is similar to the SPSA, with an added emphasis on goals related to school climate and engagement. It aligns with both the SPSA and the LCAP goals, particularly in terms of purposeful partnerships. Various programs supporting student groups have been implemented as part of the strategic plan to enhance these areas.

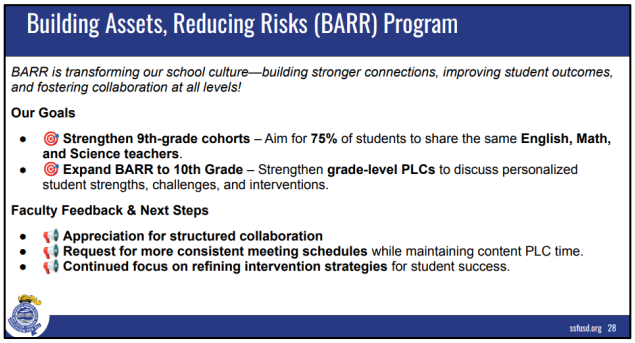


<u>Building Assets, Reducing Risks (BARR)</u>

Dr. Lothschutz shared that the BARR program focuses on fostering academic, social, and emotional growth. The program emphasizes early intervention, teacher collaboration, and equitable support systems to help students thrive.

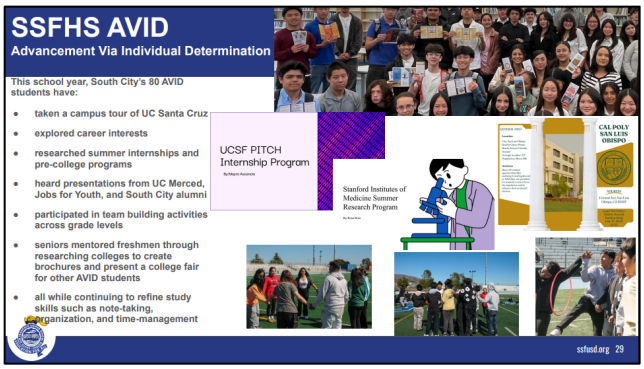


Based on feedback from teachers involved in the BARR program, particularly regarding the structural collaboration and consulting meeting schedules, there is a plan to expand the PLC connections from BARR into the 10th grade as well. This will provide more opportunities for teachers to work together with their colleagues in a structured way.



AVID

Another program offered is AVID (Advanced Via Individual Determination), which involves core selection for four years. It promotes college-bound students through career exploration, mentoring, college visits, summer internships, and study skills development.



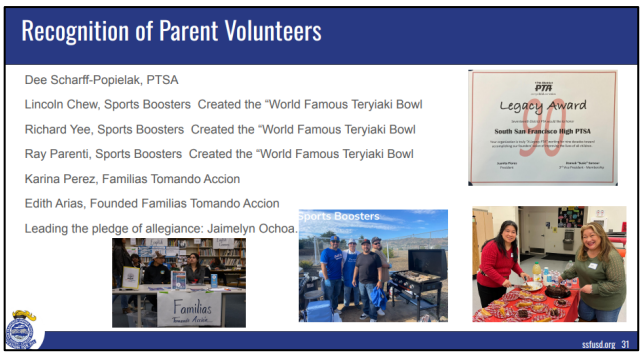
Portrait of a Graduate (PoG)

Dr. Lothschutz reflected on the work done with the PoG Graduate and shared that they are nearing the end of the senior year for most of the graduates. Many are already at level four, reflecting the hard work of teachers. Learner progression activities will be shared in April, and he emphasized that the Portrait of a Graduate is truly alive at South City.



Volunteer Recognition

Dr. Lothschutz acknowledged several parents for their contributions to the school. Dee Scharff-Popielak, Lincoln Chew, Roy Parenti, Richard Yee, Karina Perez, and Edith Arias.



Trustee Richardson began by expressing appreciation for Dr. Lothschutz, noting that it took her some time to get his name right but was pleased to have done so. She then acknowledged the improvements in the Folklorico program, highlighting how it has significantly benefited students, allowing them to participate in enriching cultural programs during both the spring and fall. Trustee Richardson mentioned observing many positive developments happening within the district and expressed happiness about them. She also recalled seeing Dr. Lothschutz at the last football game despite the rain, recognizing this as a sign of his dedication. She praised the progress and leadership within the district, thanking Dr. Lothschutz for his efforts in moving the programs forward.

Trustee Lam thanked Principal Lothschutz for attending the board meeting and shared that it had been a pleasure to meet him on several occasions. She mentioned her son would soon be attending South City High, and her husband had also been a student there, adding that it was nice to get a glimpse into the future of the school. Trustee Lam was impressed by the eighth-grade family night and appreciated how welcoming the atmosphere was, especially with the cheerleading line welcoming attendees. She thanked the school for making future high schoolers feel welcomed and acknowledged the importance of the BARR program. She expressed her gratitude for its existence, particularly for freshmen transitioning into high school, and inquired further about the program and any success stories. Dr. Lothschutz explained that a key component of the BARR program involves creating a cohort of teachers who share the same group of students, allowing them to collaborate on strategies that best support their students. This approach makes high school feel smaller and more manageable, particularly for ninth graders who are adjusting to the transition from middle school. Instead of

attending seven different classes with different groups of students, BARR allows students to stay with the same group of peers for core subjects like Math, English, and Science. This structure makes the high school experience less intimidating. Dr. Lothschutz also explained that professional development, summer training, and weekly meetings among staff help align curriculum and ensure best practices are being followed. He emphasized that ninth grade is the most challenging year, and programs like BARR and AVID designed to help students mature and succeed by making the school environment feel more focused and supportive.

Trustee Hsieh thanked Dr. Lothschutz for the impressive presentation, noting that it provided valuable insights. She commended the high school team, including teachers and students, for their hard work and contributions, stating that it was inspiring to see the progress made. She encouraged the team to continue building on this momentum and thanked Dr. Lothschutz for his leadership. In response, Dr. Lothschutz acknowledged the teachers, emphasizing that they deserved all the support and compensation they could receive for their excellent work.

Trustee Murray expressed gratitude for the comprehensive report, highlighting that the goals presented were clear and actionable. She thanked Dr. Lothschutz for providing such thorough information. Additionally, Trustee Murray congratulated Edith Arias and Dee Scharff-Popielak, noting her significant contributions to the PTA at all the schools she had been involved with. She acknowledged Dee would be greatly missed.

President Anthony thanked Dr. Lothschutz for the presentation, expressing appreciation for the AVID program, CTE, and financial literacy initiatives. She was pleased to see the high level of engagement within the school. President Anthony also acknowledged the students, noting that their regular attendance at board meetings, even if just to support Josephine, was a reflection of their involvement. She encouraged the students to keep learning, experiencing the world, and thinking about how they could make a difference.

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

Student Trustee Harsana left the meeting at 8:21 p.m.

b. Performance Management – Literacy

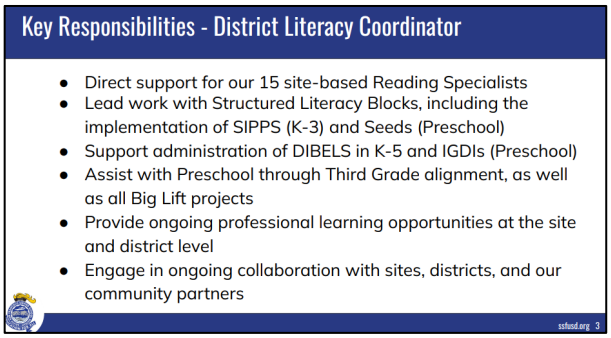
Dr. Moore introduced District Literacy Coordinator Lindsay Summers who would present the data on District literacy at the K-5 grade span.

Introduction Overview

Ms. Summers began by greeting the board, Dr. Moore, the cabinet, and the community of South San Francisco. She introduced herself as the district literacy coordinator for preschool through fifth grade and expressed her honor in being present at the meeting. She outlined her presentation, which included the district's literacy efforts, key responsibilities and goals, an overview of the literacy action plan, DIBELS reading data, its alignment with strategic priorities, and potential next steps.

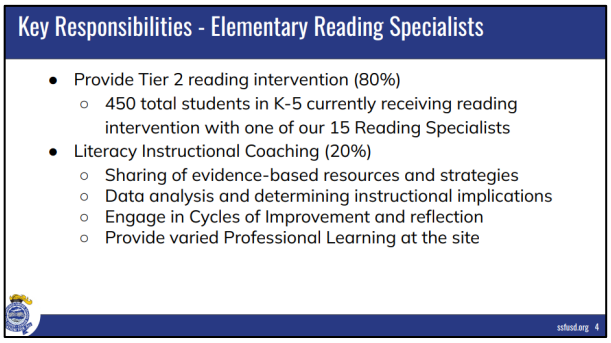
Key Responsibilities

Ms. Summers outlined her key responsibilities as the district literacy coordinator. She supports literacy in all aspects, including curriculum, instruction, and assessments. This involves leading efforts related to structured literacy blocks. She also provides direct support to the district's 15 reading specialists and collaborates with principals to ensure effective literacy instruction at their respective sites. Additionally, she assists with major district projects, specifically focusing on preschool through third grade alignment, as part of the collective effort to accelerate literacy development for all students.



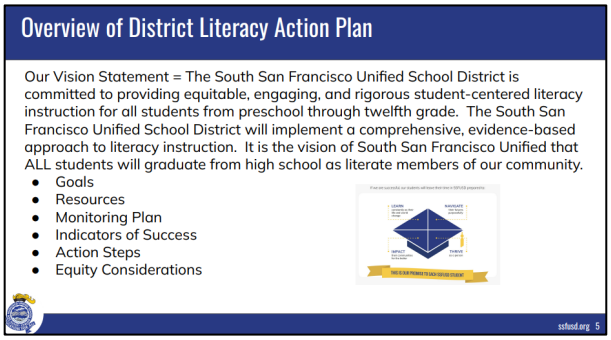
Ms. Summers explained the structure of the district's reading specialists, noting that there are two reading specialists at Title 1 sites and one at non-Title 1 sites. She outlined their key responsibilities, stating that the district recommends an 80/20 model for their time allocation. This means that 80% of

their daily time is dedicated to providing Tier 2 reading intervention, while the remaining 20% is spent serving as literacy instructional coaches. Currently, 450 students are enrolled in Tier 2 reading intervention with one of the district's 15 reading specialists.



Vision Statement

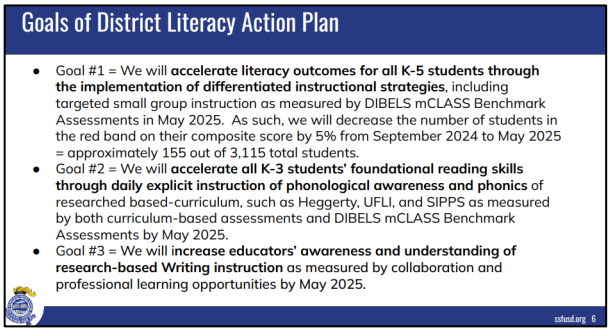
Ms. Summers shared that over the past two years, the district has collaborated to develop a literacy vision statement that reflects its aspirations. She emphasized that this vision aligns with the five priorities outlined in the district's strategic plan.



Goals

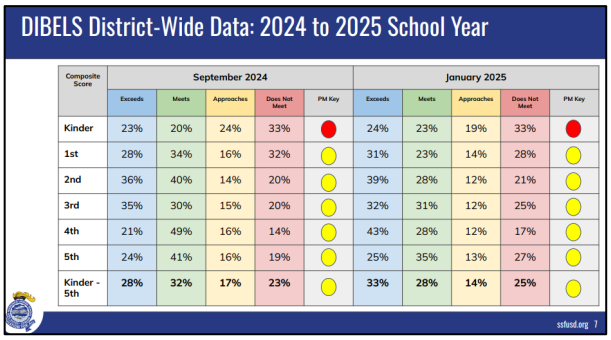
This school year, The Big Lift, the county's collective impact group, tasked the district with developing a comprehensive literacy action plan. Ms. Summers outlined the three primary goals of this plan. The first goal is to accelerate literacy outcomes for all students through the implementation of differentiated instructional strategies. The second goal focuses on accelerating foundational reading skills for all K-3 students through daily explicit instruction. The third goal aims to increase educators' awareness and understanding of research-based writing instruction. She emphasized that the goals of both the elementary and preschool literacy action plans are aligned, ensuring that students receive exceptional

instruction and are engaged from the moment they enter school.



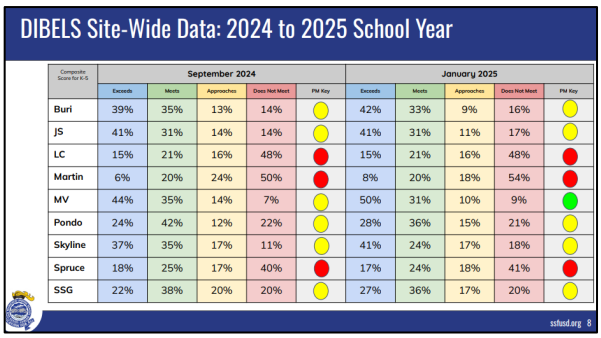
DIBELS

Ms. Summers explained that DIBELS (Dynamic Indicators of Basic Early Literacy Skills) consists of quick, timed grade-level subtests. The district administers three benchmark assessments throughout the year: at the beginning, middle, and end. As of January 2025, 33% of K-5 students performed in the exceeds range, 28% in the meets range, 14% in the approaches range, and 25% in the does not meet range. She noted that data from the final benchmark assessment in May 2025 would be shared with the cabinet and board once the assessment window closes.

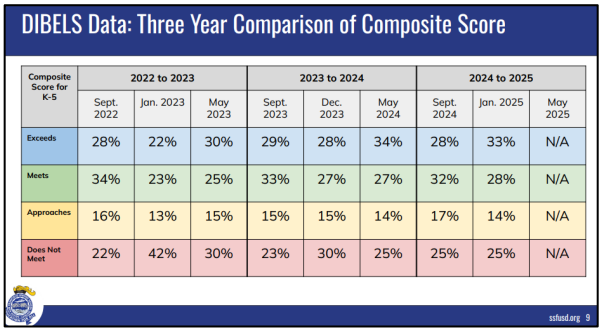


Composite Score	September 2024					January 2025				
	Exceeds	Meets	Approaches	Does Not Meet	PM Key	Exceeds	Meets	Approaches	Does Not Meet	PM Key
Kinder	23%	20%	24%	33%		24%	23%	19%	33%	
1st	28%	34%	16%	32%		31%	23%	14%	28%	
2nd	36%	40%	14%	20%		39%	28%	12%	21%	
3rd	35%	30%	15%	20%		32%	31%	12%	25%	
4th	21%	49%	16%	14%		43%	28%	12%	17%	
5th	24%	41%	16%	19%		25%	35%	13%	27%	
Kinder - 5th	**28%**	**32%**	**17%**	**23%**		**33%**	**28%**	**14%**	**25%**	

DIBELS serves as both a benchmark assessment and a progress monitoring tool, helping to identify and target students' literacy needs. The assessment also plays a key role in referring students to reading intervention programs with a reading specialist. Ms. Summers highlighted the use of Home Connect reports, which provide families with clear, accessible information about their child's performance along with strategies to support reading development at home.



Ms. Summers reported that this is the district's third year administering DIBELS and provided a three-year data comparison for K-5 students' overall scores. She noted that in 2022-2023, DIBELS was optional for fourth and fifth graders, as Literably assessments were still in use. The January and May 2023 data showed an apparent rise in students scoring in the red range, though this was skewed since only certain fourth and fifth graders were tested. Despite staff efforts, literacy gains remain limited, with a 3% increase in students not meeting expectations since 2021. As of the latest assessment, 39% of K-5 students were reading below grade level.

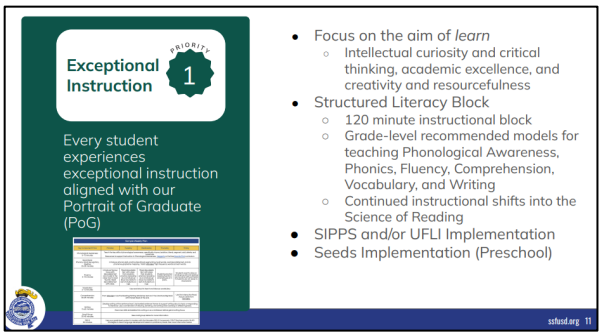


<u>Portrait of a Graduate (PoG)</u>

Ms. Summers emphasized the district's commitment to bringing the PoG to life through its literacy initiatives. This year, efforts have focused on exceptional instruction, engaged students, and equity-centered systems. She highlighted the district's dedication to ensuring that every student develops the reading and writing skills needed to learn, navigate, impact, and thrive both within the district and beyond.

Ms. Summers highlighted the district's focus on exceptional instruction, aligning with the Graduate Aim of Learn. The district continues to implement its grade-level recommended

models for the 120-minute structured literacy block, ensuring instruction aligns with the science of reading. This approach emphasizes explicit, direct, sequential, targeted, and multi-sensory instruction. She noted that the district is in its second year of implementing SIPPS and UFLI in elementary schools and SEEDS in preschool.



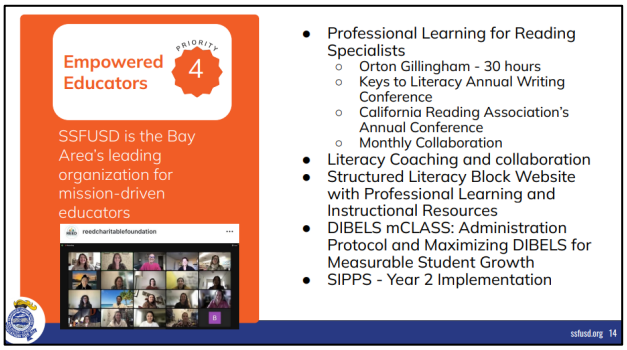
She emphasized the district's focus on inclusive learning environments in literacy instruction. Using a multi-sensory approach and individualized instruction, the district aims to meet students' diverse needs. Recognizing literacy as a challenge, educators promote a growth mindset while fostering a love for reading. Instruction includes opportunities for student voice and choice, incorporating authentic texts to enhance engagement.



Ms. Summers expressed gratitude for the district's purposeful partnerships, including those with The Big Lift, SSFUSD families, Bay Ed Fund, and the grant received from Just Right Readers, Amazon, and Reading is Fundamental. These partnerships provided books and materials to three Title 1 sites. She also acknowledged the support from various vendors and trainers who contribute to the district's internal growth.



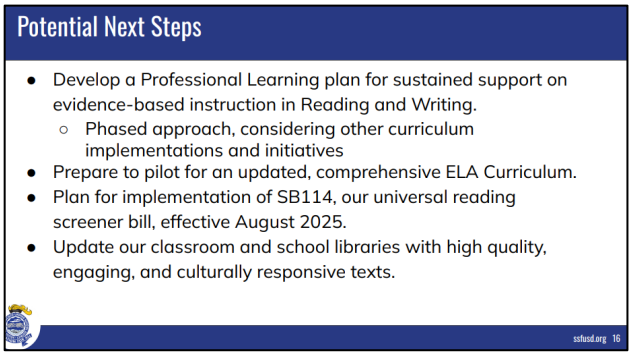
This year, reading specialists participated in various professional learning opportunities, including an additional 30 hours of Orton-Gillingham training. Teachers also attended professional development sessions on SIPPS and DIBELS and had access to literacy coaching from their site reading specialists.



Literacy is the gateway to access and opportunity, both in education and beyond. The district has prioritized equity-centered systems and acts with urgency to meet students' diverse needs. Ms. Summers supports site principals in using data to make informed decisions outlined in their SPSAs. Equity considerations in the district's literacy plan include protecting Tier 1 literacy instruction for the most striving students. The district has fully implemented standardized guidelines for reading intervention, ensuring all nine sites follow a consistent framework. Resources have also been allocated to purchase developmentally appropriate, engaging, and culturally relevant books for students.



Ms. Summers expressed pride in the district's accomplishments in literacy instruction, reading intervention, and P-3 alignment this year. She outlined several next steps, including expanding professional learning in reading and writing for all staff and preparing to pilot an updated ELA curriculum by researching high-quality programs and gathering stakeholder input. Next year, new legislation (SB 114) will require the administration of a universal reading screener, timely communication of data to families, and informing families of support services for students not meeting reading expectations on DIBELS. Additionally, the district aims to ensure schools are stocked with relevant and diverse books to reflect students' backgrounds and foster a love of literacy, recognizing that many students rely on schools for their reading materials.



Trustee Hsieh thanked Ms. Summers for providing a well-organized and detailed report.

Trustee Lam expressed appreciation for the opportunity to learn more about literacy instruction and asked about the process of piloting a new ELA curriculum. Ms. Summers explained that preparation for piloting has already begun through the implementation of structured literacy blocks, SIPPS, and UFLI, all of which align with the science of

reading. She noted that staff have participated in professional learning to support this transition. Additionally, she and Dr. Garcia have conducted research on ELA curricula and gathered resources to inform future decisions. Trustee Lam followed up by asking whether the current literacy efforts would help improve student outcomes. Ms. Summers acknowledged that while the district is making strides, the existing ELA curriculum dates back to 2013. She emphasized that while ongoing initiatives are expected to help, adopting an updated curriculum would be essential in better supporting literacy development.

Trustee Richardson recalled meeting Ms. Summers at a county event and asked about the expected timeline for students learning to read proficiently under the science of reading approach. Ms. Summers explained that the reading trajectory varies for each student based on factors such as language level. Ideally, within a year, a student should be able to blend and segment words proficiently. However, reaching full proficiency in reading grade-level texts with accuracy, fluency, and comprehension takes time, as comprehension remains the ultimate goal. Trustee Richardson acknowledged the explanation and expressed appreciation for the progress seen in literacy data while also noting concerns for students who are still struggling. She thanked Ms. Summers for her presentation.

Trustee Murray expressed appreciation for Ms. Summers' reports and the district's focus on reading, particularly in grades K-3. She noted an improvement in Monte Verde's literacy performance, moving from yellow to green, and inquired about any specific strategies that contributed to this progress. She mentioned Monte Verde's reading club and the Million Word Club as possible factors. Trustee Murray commended the presented data and goals, expressing gratitude for the work being done.

President Anthony thanked Ms. Summers for her presentation and shared observations about the literacy data, particularly noting that the students' scores seemed to fluctuate between September and January. She acknowledged that while the 120-minute literacy block may not be enough time to fully develop reading skills, she appreciated the district's efforts and hoped the schools were effectively communicating resources available to families,

such as library programs, Just Right Readers, Dolly Parton's book program, and summer reading initiatives. Ms. Summers confirmed that communication about these resources is happening at the school sites and mentioned upcoming literacy nights and the Big Lift Inspiring Summers program. President Anthony expressed hope that the family literacy nights at schools would continue and thanked Ms. Summers for her time and presentation.

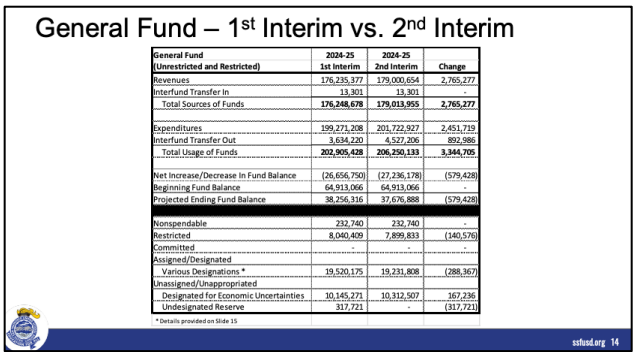
O. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

1. BUSINESS SERVICES

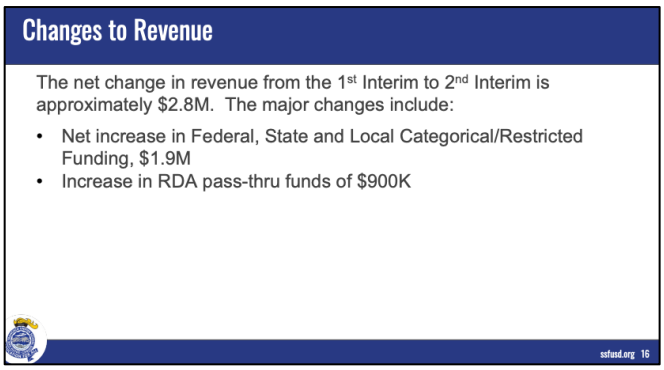
a. Second Interim Financial Report

Assistant Superintendent Ted O presented a brief update on the second interim financial report, noting that there were not many significant changes from the first interim report shared in December. He highlighted key figures which compared the first and second interim reports. The net change in revenue was approximately $2.8 million, while the net change in the expenditure budget was around $3.3 million. Mr. O also pointed out that the projected ending fund balance was expected to decrease by approximately $600,000 from the first to the second report. He clarified that this projection was before factoring in the state-required and district designations.

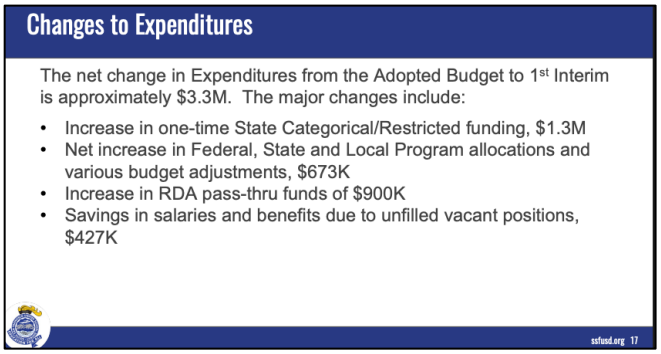


Mr. O continued by detailing the net change in revenue from the first to the second interim reports, showing an increase of approximately $2.8 million. This increase was primarily due to a rise in federal, state, and local categorical restricted funding, amounting to about $1.9 million. A significant portion

of this, approximately $1.2 million, was attributed to a one-time Golden State Pathway Grant. Additionally, there was an increase of about $900,000 in RDA Pass-thru funds, which are designated exclusively for facilities projects.

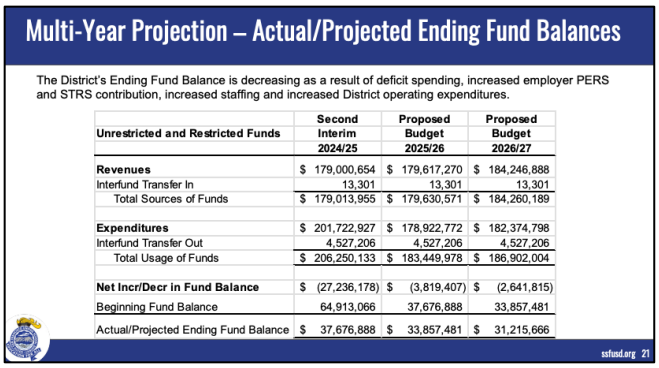


Mr. O then moved on to discuss the net change in expenditures, which amounted to approximately $3.3 million. This increase was primarily due to a one-time state categorical restricted program budget increase of about $1.3 million. Additionally, there was a net change of about $673,000 in federal, state, and local program allocations, along with various budget adjustments. A pass-through increase of $900,000 was also included. Finally, net savings of approximately $427,000 were achieved from reduced budgets for unfilled and vacant positions.



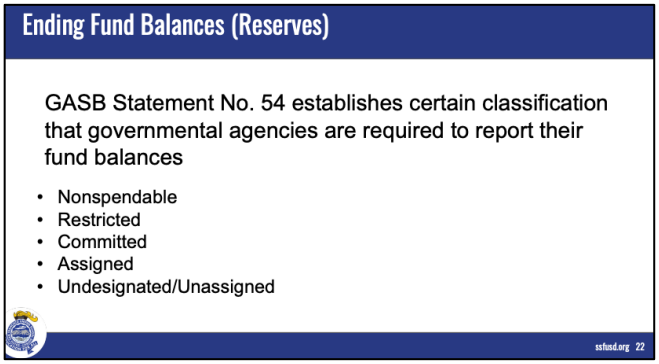
Mr. O shared the district's multi-year projection, which provides a high-level summary of the budget for the current year and the next two years. As per state requirements, the district is expected to maintain a balanced budget for all three years. The district is currently projected to experience deficit spending of approximately $3.8 million next year, with a projected deficit of about $2.6 million in the following year. Similar to other school districts, the district will need to make

budget reductions in the future to address this deficit, especially since the one-time federal and state stimulus funds for staffing and programs are expiring or being used up. The projected ending fund balance includes both state-required and district-designated reserves, which will be addressed later in the presentation.



Unrestricted and Restricted Funds	Second Interim 2024/25	Proposed Budget 2025/26	Proposed Budget 2026/27
Revenues	$ 179,000,654	$ 179,617,270	$ 184,246,888
Interfund Transfer In	13,301	13,301	13,301
Total Sources of Funds	$ 179,013,955	$ 179,630,571	$ 184,260,189
Expenditures	$ 201,722,927	$ 178,922,772	$ 182,374,798
Interfund Transfer Out	4,527,206	4,527,206	4,527,206
Total Usage of Funds	$ 206,250,133	$ 183,449,978	$ 186,902,004
Net Incr/Decr in Fund Balance	$ (27,236,178)	$ (3,819,407)	$ (2,641,815)
Beginning Fund Balance	64,913,066	37,676,888	33,857,481
Actual/Projected Ending Fund Balance	$ 37,676,888	$ 33,857,481	$ 31,215,666

The state requires the district to break down the ending fund balance into five specific categories.



The breakdown of the five categories of the ending fund balance includes both state-required and district-designated amounts. Mr. O highlighted that the district was able to balance its budget for all three years by reducing the $8.5 million set aside for property tax repayment to about $2.7 million by the 2026-2027 fiscal year. However, he noted that the district would eventually need to find funds to cover this reduced amount.

Ending Fund Balance Designations

Unrestricted and Restricted Funds	Second Interim 2024/25	Proposed Budget 2025/26	Proposed Budget 2026/27
Actual/Projected Ending Fund Balance	***37,676,888***	***33,857,481***	***31,215,666***
Nonspendable			
Revolving Cash	25,100	25,100	25,100
Stores	63,269	63,269	63,269
Prepaid Expenditures	144,371	144,371	144,371
Restricted	7,899,833	7,899,833	7,899,833
Committed	0	0	0
Assigned/Designated			
STRS/PERS Increase: 2027-28	359,384	359,384	359,384
STRS/PERS Increase: 2028-29	733,791	733,791	733,791
Prop Tax Re-Pymt - Litigation (Est.)	8,211,633	5,532,234	2,717,818
Cover Salaries Paid W/One-time Stimulus Funds	7,100,000	7,100,000	7,100,000
Cover Programs Paid W/One-time Stimulus Funds	2,827,000	2,827,000	2,827,000
Reserve:			
Reserved for Economic Uncertainties	10,312,507	9,172,499	9,345,100
Undesignated Reserve	0	0	0

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Mr. O reviewed the positions and programs funded with one-time funds, which he had presented in the first interim report. He noted that approximately $5.8 million is allocated to these positions and programs.

Positions and Programs Funded with One-time Funds

Resource	Resource Description	Expires	FTE	Positon/Program Types	Amount
7435	Learning Recovery Emergency Block Grant	6/30/2026	1.00	Administrative Assistant-ATT	$ 93,494.00
			4.00	Counselor-Wellness	$ 449,465.00
			1.00	Counselor on Special Assign.	$ 155,685.00
			3.53	Office Assistant-Attendance	$ 296,461.00
			1.00	Psychologist on Special Assign	$ 169,980.00
			3.00	School Community Liaison	$ 250,983.00
			1.00	Teacher - Other	$ 127,134.00
			1.00	Teacher - Other (ELD)	$ 163,411.00
			4.00	Teacher - Other (RTI)	$ 528,769.00
			2.00	TOSA - Special Ed	$ 245,609.00
9078	Bay Ed Fund	6/30/2025	1.00	Chief of Strategy & Comm	$ 268,464.48
9305	Student Behavior Hlth Incentive (SBHIP)	6/30/2025	0.20	Counselor-Extra	$ 16,939.00
	Grand Total		33.34		$ 5,763,310.48

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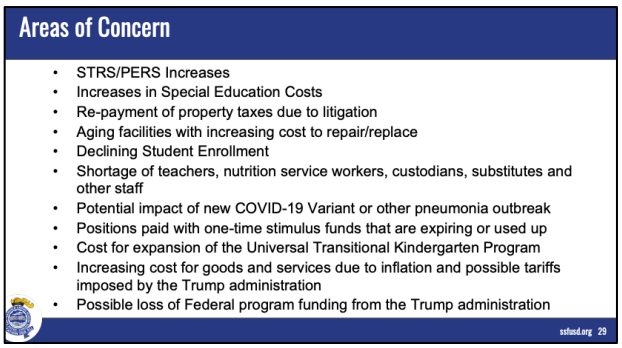
Additionally, there is another grant related to programs, approximately $1.5 million. He acknowledged that, similar to other districts, they will need to address these funding sources in the future.

Additional Programs Funded with One-time Funds

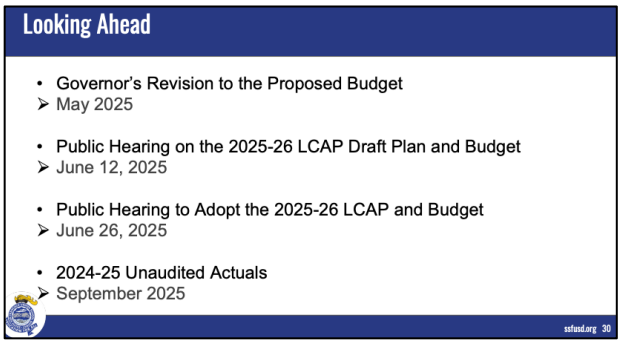
Resource	Resource Description	Expires	FTE	Position/Program Types	Amount
6762	Arts, Music, Instr Mtls Discretionary Block Grant	6/30/2026		Air Tutors LLC	$ 400,000.00
				Enome Inc	$ 75,506.00
				EPS Operations	$ 71,454.00
				IXL Learning	$ 83,350.00
				Legarza Sports	$ 777,650.00
				N2Y LLC	$ 45,000.00
				Qualtrics LLC	$ 42,975.00
				TouchMath Acqusitions	$ 40,000.00
			0.00	**Yearly Total**	**$ 1,535,935.00**

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He quickly shared the areas of concern which he reminded the Board he reviewed during the first interim report.



Mr. O concluded his presentation by outlining key upcoming events. He mentioned that the Governor's revision for the proposed budget will be released in May 2025. A public hearing on the LCAP and the budget is scheduled for June 12, 2025, followed by the Board's approval of the adopted budget and LCAP on June 26, 2025. Afterward, the year-end closing process will begin, and the audit actuals year-end closure report will be presented to the Board in September 2025.



Trustee Murray thanked Mr. O for his work, expressing appreciation for the enlightening presentation and the effort put in by his department.

Trustee Lam expressed concern about the areas of financial uncertainty, specifically around expiring one-time funds, federal policies, and potential tariffs. She asked how the district plans to weather these challenges. Mr. O responded that the district has been conservative in building up reserves, which has helped in various situations, including securing savings for taxpayers through bond refunding. The reserves also support staff negotiations and the coverage of expiring one-time funds for positions and programs, ensuring the district doesn't need to make drastic cuts immediately. He highlighted that many districts are already facing cuts, but

due to the strong reserves, the district has more flexibility in making decisions for future reductions. Trustee Lam thanked Mr. O for his detailed financial breakdown and for managing the district's finances.

ACTION

BUSINESS SERVICES

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

MOTION #57 (Murray/Hsieh) Approval of the 2nd Interim Financial Report and positive certification of financial condition for FY 2024-25, declaring that the SSFUSD will be able to meet its financial obligations for the current year and subsequent two fiscal years. Motion Carried. (Unanimous)

P. CONSENT AGENDA

MOTION #58 (Murray/Hsieh) to approve items: 1a, Minutes of the February 5, 2025 Special Board meeting; 1b. Minutes of the February 13, 2025 Regular Board Meeting; 2a, Permission for South San Francisco High School wrestling team to travel to Fresno, CA, April 11 – 13, 2025; 2b, Permission for South San Francisco High School wrestling team to travel to Fresno, CA, May 16 – 18, 2025; 2c, Permission for South San Francisco High School wrestling team to travel to Fresno, CA, May 30 – June 1, 2025; 2d, Permission for staff to attend the Community Engagement Initiative Meeting in Anaheim, CA, May 1 – 3, 2025; 2e, Permission for staff to attend the Institute for Educational Leadership Conference in Minneapolis, MN, May 27 – 30, 2025; 2f, Permission for staff to attend the National Mariachi Education Workshop in Las Vegas, NV, June 23 – 27, 2025; 3a, Certificated Personnel Assignment Order; 3b, Classified Personnel Assignment Order; 4a, Gifts to the District; 4b, Fundraising events for the 2024-25 school year; 4c, Professional services agreements under $25,000. Motion Carried. (Unanimous)

ACTION

1. ADMINISTRATION

a. Approval of District's New and Updated Board Bylaws and Policies

Ms. Marcelino noted the following proposed minor updates to board policies: For Board Policy 1114: District-Sponsored Social Media (page 106), the word "and" will be added between "initiatives" and "decisions" in the first paragraph, first sentence. For Board Policy 6112: School Day (page 108), the period after "organized games" will be

replaced with a comma, and the word “And” will be changed to lowercase in the third paragraph, second sentence.

MOTION #59 (Richardson/Murray) to approve the following new and updated District’s Board Policies and waive a second reading, as presented to the Board. Motion Carried. (Unanimous)

1. BP 0510 - School Accountability Report Card
2. BP 1114 - District Sponsored Social Media
3. BP 4040 - Employee Use of Technology
4. BP 6112 - School Day
5. BP 6142.92 - Mathematics Instruction
6. BP 6152.1 - Placement in Mathematics Courses
7. BP 6163.4 - Student Use of Technology

2. EDUCATIONAL SERVICES

a. Approval of the Agreement with Imagine Learning TWIG Science Collaborative Research Study

Trustee Lam asked if the data results from the study would be shared with the public or the district, to which Dr. Moore confirmed that once the results are available, they will be shared with both the board and the public. Trustee Lam then inquired about the current adoption rate of Twig Science across grades K through 5. Dr. Moore explained that the implementation varies across schools, with five out of nine schools in kindergarten, eight out of nine in first grade, and seven out of nine in second grade having implemented at least one module. In fourth grade, all schools have met the goal of at least one module, with some already completing two modules, while eight out of nine schools in fifth grade have implemented at least one module, with some completing two as well. Trustee Lam explained her reason for asking was because if the data shows positive results, the wider adoption of Twig Science would likely lead to further positive outcomes.

MOTION #60 (Murray/Hsieh) to approve the agreement with Imagine Learning for the Twig Science Research Study, covering the school years from 2021-2022 through 2024-2025. Motion Carried. (Unanimous)

b. Approval of Purchase from Flex Ground for the Rubber Flooring at the Children's Center Playground

MOTION #61 (Hsieh/Lam) to approve the Pour-N-Place rubber flooring from Flex Ground for the Children's Center Program playground. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

a. Approval of the Elimination of Classified Positions in the Student Services Department and the Adoption of Resolution No. 25-07

MOTION #62 (Richardson/Hsieh) to approve the elimination of one (1) Administrative Assistant and one (1) School Community Attendance Liaison in the Student Services department, and the adoption of Resolution #25-07 with a waive of the reading. (AYES: Richardson, Hsieh, Lam, Murray, Anthony; NOES: None). Motion Carried. (Unanimous)

b. Approval of the MOU with University of San Francisco (USF) for the Employment of Students with Intern Credentials for the 2025-2027 School Years

Trustee Richardson raised a concern about the duration of the agreement mentioned in the MOU, which seemed to state a one-year term but was believed to span from 2025 to 2027. She sought clarification on the correct dates. Mr. Hannon confirmed that the agreement was meant to be for two years, from July 1, 2025, to June 30, 2027. The discrepancy was found in the MOU, which incorrectly stated a one-year term. President Anthony affirmed that the correct term is two years. Mr. Hannon clarified that the MOU will be corrected to reflect the accurate two-year term in both MOUs with the University of San Francisco.

Trustee Richardson asked whether the internship is paid and who is responsible for the payment. Mr. Hannon clarified that the MOU allows the district to hire intern-eligible candidates to fill teaching vacancies while they complete their coursework for teaching credentials. President Anthony confirmed that the internship being discussed at that moment is paid.

MOTION #63 (Murray/Richrdson) to approve the MOU with USF for the employment of university students who have a valid intern credential, effective July 1, 2025 through June 30, 2027 and to update the MOU to reflect the correct number of years. Motion Carried. (Unanimous)

c. Approval of the MOU with University of San Francisco (USF) for Unpaid Internship Placements of University Students for the 2025-2027 School Years

MOTION #64 (Murray/Hsieh) to approve the MOU with USF to provide unpaid internship placements to university students, effective July 1, 2025 through June 30, 2027 and to update the MOU to reflect the correct number of years. Motion Carried. (Unanimous)

d. Approval of the Agreement with Scoot Education, Inc. for Total Support Staffing Services for the 2025-2026 School Year

Mr. Hannon provided an overview of Scoot Education and its benefits for the district, highlighting cost savings, improved resource allocation, and increased service hours from 6:00 AM to 9:00 PM PST. He noted that the partnership includes a 10% discounted rate for short-term substitute shifts and priority access to TeachStart Fellows, as approved in the November 14, 2024, board meeting. This initiative aims to streamline the coordination of substitute coverage, reducing the workload for staff while ensuring continuity in classrooms. Additionally, he emphasized Scoot's strong performance, with a 94% substitute fill rate this year.

Trustee Richardson expressed appreciation for the ability to pull substitute teachers from a known pool, including retired staff familiar with the district. She noted that having substitutes with prior experience in the district could be beneficial for continuity and classroom effectiveness.

President Anthony inquired whether this initiative would address the ongoing challenges with substitute shortages. Mr. Hannon affirmed that the data indicates an improvement in fill rates for short-term substitute positions, reinforcing the district's confidence in this partnership.

MOTION #65 (Richardson/Hsieh) to approve the agreement with Scoot Education, Inc. to provide total support staffing services, effective for the 2025-2026 school year. Motion Carried. (Unanimous)

4. BUSINESS SERVICES

b. Approval of the Agreement with Protech Consulting and Engineering, Inc. for the Westborough MS Field & Pavement Improvement Project

Trustee Lam asked if this type of hazardous material testing for construction projects, particularly for the fields, is a standard practice. Mr. O confirmed that it is a normal practice due to the age of the buildings and regulatory requirements for hazardous material testing. He explained that an industrial hygienist is being brought in to evaluate the sites before demolition work begins. Trustee Lam then asked what happens if hazardous materials are found in the survey and what options there would be for removal. Mr. O stated that if hazardous materials are identified, the district would hire remediation support to take care of it.

Trustee Richardson asked what kind of hazardous materials could be buried there, clarifying that this isn't about removing asbestos but rather about seeing what's underneath, like old cars or oil drums, which have been found in other places in South City. She noted that people used to just bury things in backyards, and now that land is a school site. Mr. O responded that this is just a precautionary step, a standard practice to make sure that when demolition happens, materials are safely transported out. Trustee Richardson recalled that Buri had a tank buried with oil in it for at least 50 years.

MOTION #66 (Hsieh/Murray) to approve the agreement with Protech Consulting and Engineering, Inc. for hazardous materials consulting services for the Westborough Middle School Field and Pavement Improvements project in the amount of $33,267.00. Motion Carried. (Unanimous)

c. Approval of the Proposal with MoonChef for Vended Meal Services

Trustee Richardson asked about the length of the agreement

and noted that it covers a significant number of meals for nearly four million dollars. Mr. Chan responded that the agreement will last a minimum of 13 months. Trustee Richardson confirmed that the contract includes two meals a day and asked whether it covers the summer as well. Mr. Chan confirmed that it will cover two summers.

President Anthony inquired about the meal testing process. Mr. Chan explained that each proposer submitted 10 meals on February 10th, and a team of five testers evaluated them based on five criteria. Scores were then compiled and scaled down to a weight of 20 within the overall evaluation criteria.

Trustee Lam asked about the price range of the proposals and whether there was a significant difference. Mr. Chan stated that the difference between the lowest and highest proposals was less than one million dollars.

Trustee Richardson mentioned that Mr. O had noted the inclusion of fresh vegetables as a key factor in selecting the chosen vendor. She stated that while the selected option costs slightly more, the quality and taste were better. Mr. O confirmed that the selection process involved ranking vendors across 15 criteria, with food quality and scratch cooking being key considerations. He explained that while one vendor had a lower base price, they charged additional fees for small orders, making the overall cost comparable in the long run.

Mr. Chan elaborated on the district's specific needs, explaining that some locations require multiple hot food deliveries in a single day, while others need only 30 to 40 meals. The ability of a vendor to provide flexibility, small batch deliveries, and scratch cooking played a significant role in the decision-making process. He also mentioned that the willingness of a vendor to share recipes for future replication was an important factor.

President Anthony expressed appreciation that the selected vendor is a local business, emphasizing the benefit of keeping the money in South City.

Trustee Richardson thanked Mr. Chan for keeping up with all the dietary considerations.

MOTION #67 (Murray/Hsieh) to approve the proposal from MoonChef to provide vended meal services during the El Camino High School central kitchen/cafeteria modernization bond project in the amount of $3,994,639.90. Motion Carried. (Unanimous)

d. Acceptance of Notice of Completion for the HVAC Package A Project #15-23

MOTION #68 (Murray/Hsieh) to approve the acceptance for the HVAC Package A Project #15-23 at El Camino High School, Monte Verde Elementary School, Ponderosa Elementary School, Sunshine Gardens Elementary School and Westborough Middle School, as complete and ratify staff's action to file the Notice of Completion. Motion Carried. (Unanimous)

e. Acceptance of Notice of Completion for the HVAC Package B Project #16-23

President Anthony expressed relief that the Martin project was finally completed, acknowledging that it involved a lot of change orders.

MOTION #69 (Murray/Hsieh) to approve the acceptance for the HVAC Package B Project #16-23 at Hillside Pre-School Classroom Wing, Parkway Heights MS Administration Wing, Spruce ES Gymnasium, and Martin ES Multi-Purpose Building/Administration Building/Classroom Wing A, as complete and ratify staff's action to file the Notice of Completion. Motion Carried. (Unanimous)

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

March 27, 2025

- Presentation teaching and learning – Ponderosa ES
- Presentation on Nutrition Services
- Presentation on Induction
- Resolution for Child Abuse Prevention Awareness Month (April)
- Resolution for Autism Awareness Month (April)
- Approval of LCFF supplemental funded positions
- Resolutions for retirees

April 10, 2025

- Presentation teaching and learning – Alta Loma MS
- Presentation - Performance Management, NGSS/Genentech
- Williams report for 3rd quarter ending 3/31/25
- Resolution for Earth Day (April 22)
- Approval of LCFF supplemental funded positions
- Approval of Skyline Middle College MOU for 2025-26
- Approval of EL Master Plan
- Resolution for Day of the Teacher (5/7)
- Resolution for Classified School Employee Week (5/12-5/14)

April 24, 2025

- Presentation teaching and learning – Sunshine Gardens ES
- Presentation – Climate Literacy
- Approval of designated representatives to CIF (California Interscholastic Federation)
- Approval of SPSAs
- Resolution honoring Asian Pacific American Heritage Month (May)

May 8, 2025

- Recognition for outgoing Student Trustee Harsana
- Presentation teaching and learning – Spruce ES
- Presentation – English Learner Master Plan
- Approval of the Board meeting calendar for the 2025-26 school year
- Approval for 5th graders to attend SMCOE Outdoor Education
- Approval of Graduates and Certificates of Completion - Baden HS, ECHS, SSFHS, and Adult Education
- Resolution for Fund 11 and Fund 14 account balances
- Approval of All City agreement for crossing guards for 2025-26
- Approval of MOU with Legarza Sports for 2025-26

May 10, 2025 – Special Meeting/Board Workshop (*District Office*)

- Good Beginnings Board Workshop

May 22, 2025

- Presentation teaching and learning - Baden HS/ Adult Education
- Presentation on the Facilities Department
- Approval of the Children's Center Program annual self-evaluation reports
- Approval of SPSAs
- Approval for destruction of Disposable Class 3 records
- Approval of updated Board Governance Handbook
- Approval of the agreement with Remind for the 2025-26 school year
- Approval of the agreement with Newsela for the 2025-26 school year

- Approval of the agreement with BeGlad for the 2025-26 school year
- Approval of the agreement with SMCOE for Center for Learning Data Sharing
- Information on May revision of the Governor's 2025-26 budget
- Approval of Bill Saving Facilities Consulting agreement for 2025-26
- Resolution in support of LGBTQ+ Pride Month (June)

SUMMARY OF BOARD DIRECTIVES – None

GOOD AND WELFARE

Trustee Richardson reported attending the wake for Mrs. Eileen Christopherson at Duggins Mortuary. She mentioned that it was a very sad occasion, but the event had a wonderful turnout. The staff attended on that day, while the following day was designated for the family. Trustee Richardson also shared her participation in a subcommittee meeting with the city, which included Dr. Moore and Mr. O. During the meeting, the city provided a comprehensive report on plans to stripe all schools with new 15 mph safety zones for school safety. Trustee Richardson expressed her appreciation for the update, noting that the city would also collaborate with Monte Verde in San Bruno and Daly City government to stripe schools in those areas, as those schools fall outside the district's jurisdiction. Trustee Richardson concluded by stating that all schools would benefit from this new striping initiative.

President Anthony shared information about an organization called PiFEST, which stands for Pacific Islanders Encouraging Fun Engineering Science and Technology. The organization was founded in South San Francisco and is hosting its third annual STEM fair on April 12th at the San Mateo Event Center. The event is specifically geared toward Pacific Islander parents, but President Anthony mentioned that everyone is welcome to attend. She also mentioned that a more comprehensive report on the subcommittee meeting with thy city would be provided at the next meeting.

Trustee Lam thanked Trustee Richardson for bringing up the traffic safety measures around schools and mentioned her ongoing concern for the safety of students, particularly at schools like Monte Verde, which straddle different cities. She expressed hope that the improved signage and efforts around traffic safety would help enhance the situation. She wished everyone a happy Pi Day. She shared an interesting fact that the Exploratorium, where she works, invented Pi Day, with the late Larry Shaw being credited for the creation of the event. She explained that they usually celebrate with a small parade around the museum, carrying yardsticks marked with the numbers of Pi. However, this year, she would be attending Westborough Middle School to see how they celebrate Pi Day, and she expressed her excitement to see how it would be celebrated at the school level as well. President Anthony expressed surprise upon learning that the Exploratorium invented Pi Day.

ADJOURNMENT – 9:29 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: April 10, 2025

RE: 2025-26 California Interscholastic Federation representatives

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The South San Francisco Unified School District Board of Trustees is legally required to designate league representatives to the California Interscholastic Federation (CIF) annually. The attached form is completed every year in order to obtain the names of league representatives to every league in the State and to make sure that the league representatives are designated by school governing boards.

The education code, 33353 (a) (i), gives the authority for high school athletics to high school governing boards. This code also requires that the boards, after joining CIF, designate their representatives to CIF leagues.

The presumption behind this code section is that these representatives are the only people who will be voting on issues, at the league and section level, that impact athletics in the District.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approves the CIF league representatives to leagues for the 2025-26 school year.

TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: March 10, 2025

Enclosed is a form upon which to record your district and/or school representatives to leagues for the **2025-2026 school year**. It is a form sent annually to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by the school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We request that, following action by your governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that only the designated representatives of the boards will vote on issues at the league and section level that impact athletics.
If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 27, 2025, directly to your CIF Section Office.

2025-2026 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 27, 2025.**

South San Francisco Unified School District/Governing Board at its April 10, 2025 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2025-2026 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL South San Francisco High School
NAME OF REPRESENTATIVE Al Mack POSITION Assistant Principal
ADDRESS 400 B Street CITY SSF ZIP 94080
PHONE 650.877.8754 x6525 FAX 650.589.2454 E-MAIL amack@ssfusd.org

****

NAME OF SCHOOL El Camino High School
NAME OF REPRESENTATIVE Chris Laveglia POSITION Assistant Principal
ADDRESS 1320 Mission Road CITY SSF ZIP 94080
PHONE 650.877.8806 x6011 FAX 650.589.2343 E-MAIL claveglia@ssfusd.org

****

NAME OF SCHOOL South San Francisco High School
NAME OF REPRESENTATIVE Daniel Flores POSITION Athletic Director
ADDRESS 400 B Street CITY SSF ZIP 94080
PHONE 650.877.8754 x6597 FAX 650.589.2454 E-MAIL dflores@ssfusd.org

****

NAME OF SCHOOL El Camino High School
NAME OF REPRESENTATIVE Jeff Cosico POSITION Athletic Director
ADDRESS 1320 Mission Road CITY SSF ZIP 94080
PHONE 650.877.8806 x6051 FAX 650.589.2343 E-MAIL jcosico@ssfusd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Shawnterra Moore

Address 398 B Street City SSF Zip 94080

Phone 650.877.8700 Fax 650.589.2454

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

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

James Briano, El Camino High School Principal

DATE: April 10, 2025

RE: Approval for staff to attend the CalHope SEL & Wellness Summit in Sacramento, CA on May 15 – 16, 2025

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

Attending the CalHOPE SEL Summit 2025 is a valuable opportunity for El Camino High School's new MTSS committee to advance its work in fostering a supportive and inclusive learning environment. The summit's emphasis on relationship-centered schools aligns directly with our commitment to strengthening meaningful connections among students, staff, and the community (Goal 3). By prioritizing a sense of belonging and support, we aim to enhance Tier 1 interventions and cultivate a more inclusive learning environment (Goal 2), particularly benefiting 9th-grade transition students, math learners, students with disabilities, and multilingual learners (Goal 5).

This summit will provide our four-member ECHS team with direct access to experts and hands-on workshops that focus on practical SEL strategies. These insights will empower our committee to refine and implement effective MTSS systems, with a core emphasis on relationship-building as the foundation of successful Tier 1 interventions, ensuring every student feels connected and supported.

Additionally, the summit will help equip our educators to balance academic rigor with SEL, fostering a school environment that promotes both academic achievement and emotional well-being (Goal 1). This initiative also aligns with SSFUSD's Graduate Aim, "Thrive," as outlined in our Portrait of a Graduate framework.

By attending, our team will develop and collaborate on innovative SEL strategies that can be seamlessly integrated into El Camino's school climate and culture efforts. The knowledge and tools gained will be shared with our broader staff, strengthening our MTSS framework and ensuring that all students at El Camino High School thrive academically, socially, and emotionally.

FISCAL IMPLICATIONS:

Estimated costs for four (4) staff members to attend the CalHOPE SEL Summit, May 15-16, 2025:

- **Registration**: $450.00 per person × 4 people = $1,800.00
- **Lodging**: $302.29 per night × 1 night × 4 people = $1,209.16
- **Meals**: $75.00 per person × 1 day × 4 people = $300.00
- **Transportation** (Mileage): 105 miles each way (210 miles round trip) × $0.70 per mile = $147.00 per vehicle × 4 people = $588.00

Total Estimated Costs: $3,897.16

School site discretionary funds (MGMT: 180) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve four staff members to attend the CalHOPE SEL Summit, May 15-16, 2025.

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: April 10, 2025

RE: Approval to attend the CAL-MSCS Science in San Diego, CA on May 19 – 20, 2025

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The CAL-MSCS program's vision is to ensure that every educator experiences the professional learning and support necessary to provide high-quality mathematics, science, and computer science education for all students in the state. CAL-MSCS aims to achieve this vision by cultivating statewide communities of practice, providing guidance and support for local teams to build responsive, professional learning systems at the county or regional level, and facilitating coordination with other statewide initiatives in TK-12 mathematics, science, and computer science education.

FISCAL IMPLICATIONS:

Estimated costs for two staff members to attend the CAL-MSCS in San Diego, CA on May 19 – 20, 2025.

- **Registration**: $50.00 per person × 2 people = $100.00
- **Lodging**: $249.00 per night × 2 nights = $498.00 per person × 2 people = $996.00
- **Meals**: $75.00 per person × 2 days = $150.00 per person × 2 people = $300.00
- **Airfare**: $250.00 round trip × 2 people = $500.00
- **Transportation** (Mileage): 402 miles round trip × $0.70 per mile = $281.40 × 2 people = $562.80

Total Estimated Costs: With Airfare: $1,896.00/ With Mileage Instead of Airfare: $1,958.80

Site funds (MGMT: 180) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attendance for two staff members to attend the CAL-MSCS Science in San Diego, CA on May 19 – 20, 2025.

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

James Briano, El Camino High School Principal

DATE: April 10, 2025

RE: ECHS Staff member to attend the 2025 ASCA Conference in Long Beach, CA on July 12 – 15, 2025

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The 2025 American School Counselor Association Annual Conference is July 12-15, 2025, in Long Beach, CA. This is the premier event for in-depth school-counseling-related educational sessions. This conference will allow Ms. Stephanie Mikamo to attend four days' worth of breakout sessions, general sessions and networking events, allowing the school counselor to enhance school counseling knowledge, improve the school counseling program and network with other school counselors to discover best practices in the field.

FISCAL IMPLICATIONS:

Ms. Mikamo will be driving to Long Beach and staying with family during the conference, eliminating the need for hotel accommodations. Reimbursement is requested for mileage to and from Long Beach, as well as for travel between her family's home and the conference venue.

Estimated Costs for one staff member to attend the ASCA Conference in Long Beach, CA on July 12 – 15, 2025:

- **Registration**: $449.00 (1 person)
- **Lodging**: $0.00 (staying with family)
- **Meals**: $75.00 per day × 4 days = $300.00
- **Transportation** (Mileage): Round trip SSF to Long Beach: 402 miles × $0.70 per mile = $281.40
- **Daily round trip** (family home to conference venue): 33.4 miles × $0.70 per mile = $23.38 per day × 4 days = $93.52

Total Estimated Costs: $1,123.92

School site discretionary funds (MGMT: 180) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attendance of the ECHS School Counselor representative to attend the 2025 ASCA Annual Conference in Long Beach, CA on July 12 – 15, 2025.

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

James Lothschutz, South San Francisco High School Principal

DATE: April 10, 2025

RE: Permission for SSFHS students to participate and travel to the State History Day Competition in Sacramento, CA on April 19 – 20, 2025

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The purpose of this field trip is to give students the opportunity to compete in the California State History Day Competition at CSU Sacramento in Sacramento, CA. The overnight event and competition will be held Saturday, April 19 and Sunday, April 20, 2025. Students, staff and parent chaperones will stay at the Embassy Suites, 100 Capital Mall, Sacramento, CA.

The County competition will take place on April 19, 2025, students will be competing in a variety of categories, up to 25 students,15 male and 10 female, if qualified will participate at state level. Students, staff and parents will be transported in school vans. Ms. Rhonda Clements, along with SSFHS teachers and volunteer parents will chaperone; chaperone/parents have been Live Scanned and HR cleared.

FISCAL IMPLICATIONS:

The estimated cost of the trip with approximately 25 students attending is $6,135.00, this includes registration fees, lodging, transportation, staff stipends and per diem food costs. Students will be responsible for all their food and beverage costs. No student shall be denied the opportunity based on financial constraints. Site funds (MGMT: 070) will be utilized to cover the cost

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for SSFHS students, the opportunity to compete at the State National History Day Competition in Sacramento, CA on April 19 - 20, 2025.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Velazquez Diaz, Leslie, School Community Liaison, Spruce Elementary School, 7.5 hours per day, Range 32, Step 2, effective February 10, 2025.

Kwan, Eugene, Senior Accountant, District Office, 7.5 hours per day, Range 50, Step 3, effective March 14, 2025.

RETIREMENT

Travlos, Debra, Library Media Assistant, Spruce Elementary School, 3.5 hours per day, Range 30, Step 5, effective May 30, 2025.

Vieyra, Delia, Paraprofessional I - Bilingual, Martin Elementary School, 5.0 hours per day, Range 25 A, Step 5, effective May 30, 2025.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 10, 2025

RE: Acceptance of Gifts

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of March 2025.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees accepts the gifts on behalf of the District.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT – ACCEPTANCE OF GIFTS FOR MARCH 2025.

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

$50 from Rob Anderson to South San Francisco High School in support of the Alcalde Scholarship Fund.

$50 from Herm Alcalde to South San Francisco High School in support of the Alcalde Scholarship Fund.

$50 from Sherry Alcalde to South San Francisco High School in support of the Alcalde Scholarship Fund.

$350 from Anna Hettig via Blackbaud to Monte Verde Elementary School in support of student and school needs, for use under the principal's discretion.

$100 from Pauline Rosales via Blackbaud to Monte Verde Elementary School in support of student and school needs, for use under the principal's discretion.

$40 from Raymond Nadonza to El Camino High School in support of the Publishing for Creative Writing.

$50 from Nancy McBride to El Camino High School in support of track and field.

$20 from Annie Ho to El Camino High School in support of track and field.

$50 from Ken Shimosaka to El Camino High School in support of track and field.

$30 from Melissa Jong-Yip to El Camino High School in support of track and field.

$70 from Mary Wong to El Camino High School in support of track and field.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 10, 2025

RE: Acceptance of 2024-25 Fundraisers

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

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

The following fundraisers are being submitted for approval:

Alta Loma Middle School

7th Grade	Cup-of-Noodle Sale – Commencing throughout the remainder of the 2024-25 school year.
Art Club	Cultural Night – Selling desk cellphone holders during the Cultural Night event. Commencing March 14, 2025.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the fundraisers listed above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 10, 2025

RE: Professional Services Agreements Under $25,000

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

$3,150	Protech - To conduct limited (non-comprehensive) environmental consulting services to assess conditions associated with asbestos containing materials (ACM) and lead-based paint (LBP). Services will be conducted at the SSFHS site. Commencing March 2025.
$22,500	Underwood & Rosenblum, Inc. – To address flooding at the ALMS site, U&R will supplement existing surveys and develop preliminary and final civil design plans for improvements, including demolition, grading, paving, and storm drainage. The scope includes storm drain upgrades, new catch basins, repaving, technical specifications, and cost estimates. U&R will also support the project through bidding, construction administration, and closeout as needed. Commencing March 2025.

District Office – Ed Services

$11,943	Young Audiences of Northern California – Providing a monthly performance/demonstration assembly series throughout the 2024–25 school year. The program will feature diverse artistic presentations such as ABADÁ-Capoeira San Francisco, Daron Stewart: Soul of Langston, Stand-Up Stories: Multicultural Tales to Live By, and SFBATCO: Perspective of Pride, among others. This initiative supports cultural enrichment and arts education for all students.

FISCAL IMPLICATIONS:

Listed above

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 10, 2025

RE: Current Bond Projects Update

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The staff in the bond program has been diligently working to get the program up and running. Two major projects are set to begin construction this coming summer: the El Camino High School Central Kitchen and Cafeteria Modernization Project and the Westborough Middle School Field and Pavement Project. Staff has provided frequent updates on the status of various bond projects in the Citizens' Bond Oversight Committee and Facilities Sub-committee meetings. Staff would like to provide an update on the status of various bond projects to the Board of Trustees during this board meeting.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

For Information and Discussion Only

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #25-11

EARTH DAY, APRIL 22, 2025

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

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

WHEREAS, this year's theme, **"Our Power, Our Planet,"** advocates for widespread awareness of the health risks of plastics and encourages individuals, businesses, and governments to take actions such as eliminating single-use plastics, saying no to straws, plastic bags, utensils, and water bottles; and

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

WHEREAS, schools have the potential to create significant environmental change while teaching students to be stewards of their communities, the Earth, and its resources; and

WHEREAS, El Camino High School's Ecology Club is dedicated "to educating students on the importance of the environment by focusing on conservation of the unique ecosystems of El Camino High School, the Bay Area, and California"; and

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

WHEREAS, District staff and several SSFUSD schools are committed to beautifying campuses through gardening projects, recycling efforts, and waste management initiatives;

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes the ongoing efforts to sustain a global movement that embraces nature and its values, adopts measures that increase conservation and sustainability, and nurtures a respect for the environment in all students in observance of Earth Day 2025.

REGULARLY PASSED AND ADOPTED this 10th day of April 2025.

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____
Secretary/Clerk of the Board

_____

_____ _____
Superintendent of Schools

_____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 10, 2025

RE: Approval of the MOU for the Middle College Program at Skyline College for the 2025–2026 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The South San Francisco Unified School District has maintained a strong partnership with the Skyline Middle College program over the past few years. Funding has been allocated to support up to 70 eligible 11th and 12th-grade students enrolling in the program. Looking ahead, SSFUSD plans to continue this valuable collaboration for the 2025–26 school year.

FISCAL IMPLICATIONS:

SSFUSD will allocate $7,466.00 per student enrolled in the Skyline Middle College Program, with funding sourced from the General Fund, as budgeted in the 2025–26 LCAP. The total program cost will be determined based on actual student enrollment and adjusted accordingly. The San Mateo County Community College District will fund all costs not covered by SSFUSD's funding provided.

General Funds, LCAP G-5.2/A-D (MGMT:167) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with the San Mateo County Community College District for the Middle College program at Skyline College for the 2025 – 2026 school year.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FOR MIDDLE COLLEGE AT SKYLINE COLLEGE 2025-26

This Agreement is entered into this **1st day of July 2025,** by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called 'SMCCCD") and South San Francisco Unified School District, a unified school district formed and existing under the laws of the State of California, having its business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SSFUSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SSFUSD. It will be established as an alternative program of choice between the SSFUSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.

2. **EDUCATION CODE AND WAIVERS.** SSFUSD will seek, apply for, and obtain all necessary waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SSFUSD.

3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SSFUSD or his/her designee(s); Skyline College Vice President of Instruction or his/her designee(s); and the SMCCCD MCSC Director (hereinafter called "MCSC Director"). The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.

   a. The SSFUSD designee will report to the SSFUSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring potential students and promoting MCSC.

   b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including

faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.

c. The MCSC Director and the Director of Educational Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

4. SSFUSD will fund each student enrolled in MCSC at $7,466 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SSFUSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.

   a. Students are admitted to MCSC program for the fall and spring semester. Should a SSFUSD student not complete a full semester, the SSFUSD will pay half of the annual cost per student. Should a SSFUSD student complete one semester, but not a second semester, the SSFUSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.

5. **REMUNERATION FOR SERVICES.**

   SMCCCD will invoice in December 2025 and May 2026, the bills are due in January 2026 and June 2026.

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

SMCCCD: San Mateo County Community College District,
Accounts Receivable Office
3401 CSM Drive, San Mateo, CA 94402

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2025 and terminate on June 30, 2026. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.

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

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

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:

   a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SSFUSD.

   b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SSFUSD Curriculum and Instructional staff that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.

   c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the program.

   d. SMCCCD will also provide a 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.

   e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SSFUSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

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

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

10. **DISCLOSURES.** SSFUSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:

    a. MCSC is an alternative program of choice offered by the SSFUSD to its students. A maximum of 35 seats per grade level attending SSFUSD high schools will be reserved on an annual basis. SSFUSD may have additional seats as they are available in the 11th and/or 12th grade cohorts.

    b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SSFUSD. Such faculty are not agents of SSFUSD.

    c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.

    d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.

    e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.

    f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SSFUSD and SMCCCD in their respective student hand books.

    g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SSFUSD that is consistent with the waivers, if any; being requested from the SSPI by SSFUSD.

12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SSFUSD will provide MCSC staff access to SSFUSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

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

    a. **A-G College Entrance Requirements**
    This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.

    b. **CSU General Education – Breadth Certification**
    This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

    c. **Intersegmental General Education Transfer Curriculum (IGETC)**
    This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

    d. **Associate Degree & Career Technical Education Certificate**
    This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education

requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for an enrollment of up to 35 students in the 11th and 35 students in the 12th grades. All courses will be conducted on the Skyline College campus.

    a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.

    b. The instructional calendar will be based on 180 school days.

    c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.

    d. Skyline College will provide all students with the academic support services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 15.0 college units.

    e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.

    f. SSFUSD will accept courses for high school credit by the beginning of the subsequent semester.

    g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SSFUSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SSFUSD teacher requirements.

    h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and

supplemental materials required for the mandatory high school classes will be provided by SSFUSD.

a. Tuition fees shall not be assessed to students taking 15.0 or fewer units. Students taking more than 15.0 units will be responsible for the total cost of community college tuition, fees and textbooks.

b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.

c. Students will receive $250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than $250.

d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.

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

GENERAL PROVISIONS

16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.

17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.

    a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.

    b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.

    c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended

destination (e.g., home, grandparents' house, neighbor's house) for MCSC Staff to use to inform any adult who may come looking for them.

18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SSFUSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SSFUSD. An annual audit of the MCSC program will be submitted by SSFUSD to the SSPI.

    a. Permanent records of student attendance, grades and achievement will be maintained by SSFUSD for SSFUSD students who enroll in a course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.

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

    c. To ensure the continued confidentiality and security of data processed, stored, or transmitted under this Agreement, the parties shall establish a system of safeguards that will at minimum include the following:

        i. Procedures and systems that ensure all records, including records containing personally identifiable information, are kept in secured facilities and access to such records is limited to only those personnel who are authorized to have data access under this Agreement.

        ii. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.

        iii. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.

        iv. Procedures and systems that ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

v. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this Agreement.

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

    a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SSFUSD will jointly ensure that each applicant accepted has met all the enrollment requirements.

    b. SSFUSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.

    c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

20. **RELATIONSHIP OF THE PARTIES.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as SMCCCD may specify in writing, SSFUSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SSFUSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SSFUSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SSFUSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this Agreement to bind SSFUSD to any obligation whatsoever. SSFUSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.

21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.

22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, termination or other terms and conditions of employment of its own employees. SSFUSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SSFUSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SSFUSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SSFUSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SSFUSD.

23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.

24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SSFUSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. SMCCCD personnel policies shall be made available to SSFUSD upon request.

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

College District
San Mateo County Community College District
Office of the Executive Vice Chancellor of Administrative Services

340l CSM Drive
San Mateo, CA 94402

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

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

27. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries, parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.

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

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

31. **LIABILITY AND INSURANCE.** SSFUSD shall be responsible for all damages to persons or

properties that occur as a result of SSFUSD's or SSFUSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

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

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

Comprehensive General Liability and Property Damage insurance including:

a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $I,000,000 per occurrence.

b. Business Automobile Liability insurance in an amount not Jess than $1,000,000 including coverage for owned, non-owned and hired vehicles; and

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

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) I 0 or better.

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

Certificates of Insurance and endorsements for coverages required herein shall be filed with SSFUSD's Superintendent and the SMCCCD's Executive Vice

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

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

Each Party Initials (if applicable)

☐

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

Each Party Initials (if applicable)

☐

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

33. **MUTUAL HOLD HARMLESS**

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

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

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

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

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

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

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed

by both SMCCCD and SSFUSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

36. **GOVERNING LAW AND VENUE.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.

37. **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.

39. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SSFUSD, SMCCCD fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of SMCCCD to be performed, kept, and observed, SSFUSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SSFUSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SSFUSD may deem proper.

41. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Richard Storti
Executive Vice Chancellor
Date: _____
Federal Tax Payer Identification Number: 94-3084147

SAN MATEO UNION HIGH SCHOOL DISTRICT

By: _____
Ted O
Assistant Superintendent, Business
Date: _____
Federal Tax Payer Identification Number (EIN): 94-3083861

Appendix A

Case	Description	Total Charge to HS
1	*Student completes two terms*	$ 7,466
2	*Student enrolls in Fall term and does not complete.*	$ 3,733
3	*Student completes only Fall term, does not enroll Spring*	$ 3,733
4	*Students completes only Fall, withdraw Spring **after** drop period*	$ 7,466
5	*Student completes only Fall, withdraw **during** drop period*	$ 3,733
6	*Student enrolls in Spring only and completes Spring only*	$ 3,733
7	*Student enrolls in Spring only and does not complete Spring only*	$ 3,733
8	*Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 plus 6 or 7.)*	$ 7,466

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: April 10, 2025

RE: Approval for CORE Data Collaborative Data Joinder and MOU

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The CORE Data Collaborative is a community of over 100 school districts across California who have joined together to share data innovations, best practices, and continuous improvement efforts. The group emerged as a professional learning community out of the CORE Districts, a group of some of the largest school districts in California who came together in 2010 to create a new model of cross-district collaboration. SSFUSD has been a member of the CORE Data Collaborative since 2023, and has used the CORE Insights Dashboard and related professional development and support as part of our work in developing consistent and streamlined data processes for sharing accurate data across the system and creating clear and meaningful data visualizations for site level and district level data reporting.

FISCAL IMPLICATIONS:

SSFUSD has joined the CORE Data Collaborative as an Individual Educational Agency and has access to the Insights Dashboard with access to the Data Collaborative's professional development and network. Costs are:

- Individual educational agency annual membership: $2,500
- Insights Dashboard: $7,500 (includes data integration and support)

This MOU is for 2 years for a total of $20,000 ($10,000 per year) for the 2025-26 and 2026-27 school years. These costs will be paid out of Educational Services (762).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding and Data Use Agreement with CORE Data Collaborative to continue the partnership for the 2025-26 and 2026-27 school years.

AGREEMENT FOR SCHEDULED SERVICES – CORE DATA COLLABORATIVE

DATE: 3/20/25

PARTNERING EDUCATION AGENCY: **South San Francisco USD**

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

BILL TO: SSFUSD (South San Francisco Unified School District)

CONTACT PERSON: Keith Irish, Assistant Superintendent Educational Services

TELEPHONE: (650) - 877 - 8709

SERVICE PROVIDER: **CORE Districts**

TYPE OF SERVICE: Data analysis, reporting, and professional learning

TOTAL CONTRACT COST: $20,000 for SY25-27 (2 yrs)

SCHEDULED SERVICES AGREEMENT

THIS SCHEDULED SERVICES AGREEMENT (the "Agreement"), made this **July 1, 2025** by and between **South San Francisco USD** with offices for the transaction of business located at 398 B STreet, South San Francisco, CA 94080 (the "Client"), and CORE Districts, a California nonprofit, nonstock corporation with offices located at **2014 Capitol Ave Suite 100 #4014, Sacramento, CA 95811.**

IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable consideration, the parties agree as follows:

1. Term:

   The term of this Agreement shall commence July 1, 2025, and shall terminate on June 30, 2027. Notwithstanding the aforesaid term, CORE Districts shall perform his/her services only to the extent authorized by the Client and/or its designee and in the manner set forth in paragraph 3 of this Agreement, and in no event beyond June 30, 2027 except upon mutual agreement between the parties.

2. Conditions:

   The Client shall retain CORE Districts, and CORE Districts shall serve the Client based upon the terms and conditions hereinafter set forth.

3. Services:

   CORE Districts and its subcontractors at Education Analytics shall complete the Scope of Work as outlined in Attachment A.

4. Fees for Services:

   CORE Districts shall receive a maximum fee of $20,000 for the services provided to the Client under this agreement as outlined in Attachment A. The schedule of payment to CORE Districts for services rendered to the Client shall be as described in Attachment A. Payment of all invoices shall be made by the Client within thirty (30) days from the date of each invoice. If the Client has a dispute about an invoice, the Client shall provide written notice of such dispute, including a detailed explanation of the dispute, within fifteen (15) days of the date of such invoice. All amounts invoiced shall be deemed overdue, if, unless disputed by the Client as provided herein, they remain unpaid thirty (30) days after they become due and payable. Overdue invoices shall bear interest at the rate of one percent (1%) per month. The Client shall reimburse CORE Districts for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

5. Deliverables Acceptance:

   Unless otherwise stated in the Statement of Work (set forth in Attachment A), the Client shall advise CORE Districts in writing within thirty (30) days of receipt of a deliverable whether the Client accepts or rejects such deliverable. In the event that the Client does not respond in

writing within such thirty (30) day period, then the deliverable shall be deemed accepted. If the Client rejects a deliverable within the thirty (30) day period, then the Client shall provide to CORE District a written statement of the reasons for such rejection. Upon rejection, CORE Districts shall correct such errors within twenty (20) business days and resubmit the deliverable to the Client for evaluation pursuant to this Section.

6. Termination:

   Either party may terminate this Agreement on thirty (30) days written notice, with or without cause. All amounts due for work performed through the date of termination of the Agreement pursuant to the fee schedule set forth in Attachment A shall be due and payable by the Client within thirty (30) days from the date of termination.

7. Relationship Between the Parties:

   CORE Districts and/or CORE Districts' representatives acknowledge that they will not hold themselves out as employees of the Client. CORE Districts and/or CORE Districts' representatives are retained by the Client only for the purposes and to the extent set forth in this Agreement, and their relationship to the Client shall, during the periods of service hereunder, be that of an independent contractor. CORE Districts and/or CORE Districts' representatives shall not be considered as having employee status and shall not be entitled to participate in any of its workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the relationship between CORE Districts and/or CORE Districts' representatives and the Client shall not be construed to create a principal-agent relationship, or partnership or joint venture.

8. Defense and Indemnification:

   The Client agrees to indemnify and hold harmless CORE Districts from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Client arising out of or in connection with the provisions of this Agreement and any actual or alleged infringement of a third parties intellectual property. CORE Districts agrees to indemnify, hold harmless and defend the Client from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of CORE Districts arising out of or in connection with the provisions of this agreement and any actual or alleged infringement of a third parties intellectual property.

9. Ownership:

   a) The Client acknowledges and agrees that CORE Districts shall remain the sole and exclusive owner of all right, title and interest in and to CORE District's Existing Technology and Intellectual Property (defined below). The Client acknowledges that it acquires no rights under this Agreement to CORE District's Existing Technology and Intellectual Property other than the limited rights specifically granted in this Agreement.

   b) The parties agree that performance hereunder may result in the development of new concepts, methods, techniques, processes, adaptations and ideas which may be

embedded in the deliverables set forth in Attachment A ("New Intellectual Property") and agree that any New Intellectual Property shall be the property of CORE Districts. The CORE Districts hereby grants to the Client a royalty-free, nonexclusive right and license to use, reproduce and distribute the New Intellectual Property for the purposes of the Client's internal purposes only.

c) To the extent that any of CORE Districts' Existing Technology is included in the deliverables, CORE Districts hereby grants to the Client a royalty-free, nonexclusive license to use, reproduce and distribute the Existing Technology during the term of this Agreement solely as part of the deliverables and for internal purposes only. If, however, the Client desires to use a deliverable for educational or research purposes and such deliverable contains Existing Technology, the Client shall furnish CORE Districts with a written statement outlining such proposed use along with a request for approval no less than sixty (60) days in advance of such proposed use. CORE Districts shall have thirty (30) days from the date that such request was received to grant or refuse such request.

d) The Client may not (i) disassemble, decompile or reverse engineer CORE Districts'' Existing Technology and Intellectual Property, (ii) use CORE Districts' Existing Technology and Intellectual Property in any manner outside the scope of this Agreement, or (iii) perform or permit sublicensing or other distribution of CORE Districts' Existing Technology and Intellectual Property in any form.

e) Definitions.

(i) The term "Existing Technology" shall mean any CORE Districts tool (or the tools of CORE Districts' subcontractors), such as Value-Added Analytics, which may (or may not) have copyright, patent and/or trade secret rights.

(ii) The term "Intellectual Property" shall mean any invention, discovery, improvement, copyrightable work, trademark, trade secret, and know-how and related rights of CORE Districts (or that of the CORE District's subcontractors). The term "Intellectual Property" shall include, but not be limited to, individual or multimedia works, records of confidential information, data, instructional materials, tests, or research findings. Intellectual Property may exist in a written or electronic form, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, slides, charts, or other visual/audio aids.

(iii) The term "New Intellectual Property" has the meaning described in paragraph 9(b) above.

10. Nondisclosure:

a) Unless expressly authorized in writing by the other party, each party agrees to retain the other party's Confidential Information (defined below) in confidence and will not copy or disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as permitted by the other party. Each party

agrees to protect the other party's Confidential Information disclosed to it to the same extent and in the same manner that it would protect its own Confidential Information, but in no event shall such efforts fall below a level of reasonable care. Confidential Information of one party may only be disclosed to the other party's employees and then, only to the extent that such employees have a specific need to know of the Confidential Information. Before receiving any part of the other party's Confidential Information, each party's employees will be required to read this Agreement and acknowledge and agree to abide by their employer's obligations hereunder.

b) Each party will notify the other party promptly upon discovery of the loss of any item containing the other party's Confidential Information and of any circumstances of which it has knowledge surrounding any unauthorized possession, use or knowledge of the other party's Confidential Information.

c) Notwithstanding any other provision of this Agreement, each party acknowledges that Confidential Information will not be deemed to include any information which:

i) Is or becomes publicly known through no wrongful act of a party;

ii) Is lawfully and without breach of any agreement, in a party's possession other than from disclosure by the other party;

iii) Was independently developed by a party without breach of this Agreement.

d) Each party will be relieved of its obligation hereunder if and to the extent that Confidential Information:

i) Is disclosed pursuant to the lawful requirement of a Governmental Agency, or disclosure is required by operation of law; or

ii) Is explicitly approved for release by written authorization by the other party.

e) No license, express or implied, in the Confidential Information of one party shall be granted to the other party other than to use the information in the manner and to the extent authorized by this Agreement.

f) Notwithstanding termination of this Agreement, each party's duty to protect the other party's Confidential Information will remain in full force and effect until such information is no longer Confidential Information. The obligations of each party under this paragraph 10 shall survive the termination of this Agreement.

g) The term "Confidential Information" shall mean any proprietary business or technical information disclosed by one party to the other party in relation to this Agreement. CORE Districts' Existing Technology and Intellectual Property shall conclusively be deemed to be Confidential Information.

11. Miscellaneous:

a) Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.

b) This Agreement shall be governed by the laws of the State of California. Any dispute with respect to this Agreement is subject to the laws of California, venue in Sacramento County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

c) Entire Agreement. This Agreement constitutes the full and complete agreement between CORE Districts and the Client, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

d) Dispute Resolution. In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.

e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

f) Assignment. Neither party may assign its interests in this Agreement without the prior written consent of the other party; provided, however, such party's consent shall not be unreasonably withheld.

g) No Waiver. Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of the Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

h) Notice. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing, directed or addressed to the respective addresses of the parties set forth below, and shall be either (i) delivered by hand, (ii) delivered by an internationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of overnight delivery service; when received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail notices, when electronic indication of receipt is received.

If to the Client:

If to CORE Districts: CORE Districts
2014 Capitol Ave Suite 100 #4014
Sacramento, California 95811

i) Force Majeure. CORE Districts shall not be liable for damages for failure to perform hereunder if such delay or default in performance is caused by conditions beyond its control, including, but not limited to, natural disasters, pandemic illnesses or other Acts of God, Government restrictions, wars or other major upheavals, and/or any other cause beyond CORE Districts' reasonable control; provided, that as a condition to the claim of nonliability, CORE Districts shall give the Client prompt written notice following the occurrence of such an event.

j) The undersigned representative of CORE Districts hereby represents and warrants that the undersigned is an officer, director or agent of CORE Districts with full legal rights, power and authority to enter into this Agreement on behalf of CORE Districts. and to bind CORE Districts with respect to the obligations enforceable against CORE Districts in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

South San Francisco Unified School District

Dated:

Dr. Shawnterra Moore, Superintendent
SSFUSD

CORE DISTRICTS

Dated:

Rick Miller
Executive Director

ATTACHMENT A

Statement of Work and Fee Schedule

Your organization is joining the CORE Data Collaborative as a(n):

___Partnering Education Agency (membership fee included with Insights Dashboard)

A Partnering Education Agency (PEA) is defined as the entity serving as the primary contact, decision-maker and provider of data to the CORE Data Collaborative for a cluster of five or more participating Local Education Agencies. A PEA can only exist amongst a regional consortium of LEAs (e.g., a county office, network of a high school district and its feeder elementary districts), or in the case of Charter Management Organization. The PEA can decide if the PEA will be the "data loader" on behalf of all of the participating Local Education Agencies (LEAs), or LEAs can be enabled to load data.

To execute its responsibilities, each PEA will engage in the following:

- **Data use agreement:** Participating PEAs and any Local Education Agencies within a PEA will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the PEA. Some offerings may require additional data elements (e.g., roster data for Rally).
- **Personnel for data and user management:** At minimum, each participating PEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the PEA), a contact for data submission (e.g., a data analyst at the PEA level) and a contact for submission/management of the PEA's approved users of the data and reports (e.g., an individual from IT with knowledge of the PEA's users and permission rules and infrastructure).
- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

_X_Individual Local Education Agency ($2,500 per year membership fee)

Individual LEAs may also join the CORE Data Collaborative. Each LEA will engage in the following:

- **Data use agreement:** Member LEAs will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the LEA. Some offerings may require additional data elements (e.g., roster data for Rally).

- **Personnel for data and user management:** At minimum, each participating LEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the LEA), a contact for data submission (e.g., a data analyst at the LEA level) and a contact for submission/management of the LEA's approved users of the data and reports (e.g., an individual from IT with knowledge of the LEA's users and permission rules and infrastructure).
- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

Except as explicitly described below and/or as adjusted during implementation through consultation with the client, CORE Districts and its subcontractors at Education Analytics (EA) will provide the following:

Twice Annual Professional Learning Sessions: CORE Districts will host in person convenings each year (one in the Fall and one in the Spring) for up to five people from each Partnering Education Agency member OR two people from an individual Local Education Agency member . Each convening will be a full day. The client will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities: CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to participants in the CORE Data Collaborative.

Participation in the CORE – Policy Analysis for California Education (PACE) Research Collaborative: Participating education agencies will become part of the CORE-PACE research collaborative with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative "deep dive" studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California's education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California's leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

One (or more, as agreed to) of the following data analytics platforms services:

Indicates the service has been selected (yes), or may be opted into later (pending)	Service and Description	Fee Structure for this Client

	PEA Pricing: Insights Dashboard and Additional Strategic Analytics Same features as the row below, but special network pricing for COunty Offices, CMOs or charter organizations	$28,000 base fee per year per student fee of $0.28 per student in the data system
	Insights Dashboard and Additional Strategic Analytics **Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California:** A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year – ● Most recent annual performance ● Historic performance and trends over time, where data are available ● Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts) ● Comparison with the LEA results (for school level reports) ● Comparison with the Partnering Education Level ● Comparison with the CORE Data Collaborative Network ● Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available o **Included metrics:** Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, A-G Graduation o **Access to additional metrics as they become available:** The data collaborative may begin to produce additional metrics (e.g., a college readiness indicator); if the education provides the underlying ingredients for such data, results will be provided back	● $5,000/year for 2,500 or less students ● $7,500/year for 2,501 to 25,000 ● $15,000/year for 25,000 to 50,000 ● $20,000/year for greater than 50,000 Annually, a $2500 membership fee and $7500 for the Insights Dashboard and Additional Strategic Analytics

	to the education agency at no additional charge o **Optional metrics** (if collected and provided to CORE Districts)**:** Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys o **Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights platform:** Based upon the users and user rights provided by the client, educators will have access to view and analyze reports and data in the CORE Insights platform. o **Strategic Analytics:** In partnership with our partners and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.	
	<u>College Roadmap</u> A Student/Parent reporting tool on student progress toward graduating from high school having met the University of California A-G requirements, and probability for success in a four-year institute of higher education.	● First 5,000 students ○ $9,000 for Fall and Spring report (Springreport dependent on Ed-Fi participation) ● Next 15,000 students ○ $0.40 per report per student (e.g. $0.80 per student for a Fall and Spring report) ● Any additional

		students ○ $0.33 per report per student (e.g. $0.66 per student for a Fall and Spring report
	<u>Data Collaborative Improvement Academy</u> The Improvement Academy is a project-based experience that is designed for teams. Teams will learn improvement methodologies with an emphasis on data use and data capability building. The Improvement Academy is designed to provide a hands-on introduction to the tools and principles of improvement science. Through this offering, participant will experience: ● Project-based, hands-on learning around methods & tools of improvement science ● Strategies for attending to the human side of change & developing improver mindsets ● Development of an equity consciousness infused within the practice of improvement ● Design of measures (use of ongoing data collection) to understand if changes are producing improvement ● Collaboration & networking with like-minded colleagues from across California	● $10,000 per team for SY23-24 ● 4-6 member per team
	<u>Breakthrough Success Community (BTSC)- Cohort 4</u> The Breakthrough Success Community (BTSC) is a collaboration of schools & districts committed to producing breakthrough results in college & career success by using improvement science to improve 9th grade on-track rates in all participating schools. The BTSC shared “change package” is a set of evolving promising practices developed by the COREdistricts, University of Chicago’s Consortium on School Research, the Network for College Success, and other nationally-recognized school systems.	Price available upon request

	Each participating school will establish a BTSC Team of 4-6 members that can include counselors, 9th-grade teachers, admin, and other staff members who impact the 9th-grade experience.	
	Custom Local Dashboard Development CORE is working directly with PEAs and LEAs to develop custom dashboard tools to support progress monitoring and system investigation in particular arenas of school and district work, including: ● On Track for post-secondary success ● Attendance and Chronic absenteeism ● Student Behavior ● Student to School Staff developmental relationships ● Other	Price available on request
	Improvement Capability Building Courses ● CORE offers district and school leaders various courses in improvement capability building. Individuals, and in some cases teams can sign up to build their skill sets in facilitating, managing, and providing executive leadership over improvement work at the school or district level.	Price available on request

Role of the Client as the Partnering Education Agency

Each client is considered a partnering education agency (PEA). **Fee and Payment Schedule**

Total annual fees	**$10,000**
Amount due at the beginning of the contract term each year (invoice will be sent upon execution)	**$10,000**

Attachment B

Joinder Agreement –South San Francisco USD and CORE Districts Data Use Agreement

CORE Data Collaborative LEA Joinder

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of _____ by

and among CORE and its Sub-Contractors and the undersigned from_____ (hereinafter referred to as LEA), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated 2025 ("CORE DUA 2025").

LEA recognizes that CORE may add additional sub-contractors to the Data Sharing Agreement via a DUA Amendment. CORE will announce any amendments before sharing data with the new sub-contractors, providing the LEA the opportunity to opt out of data sharing if they so determine. LEA hereby agrees that upon execution of this Joinder, LEA shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This agreement is only active while the district is a member of the CORE Data Collaborative. This Joinder, together with the Data Use Agreement, represents the agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

LEA:
Signature:_____

Name:____Keith Irish_____

Title:___Assistant Superintendent Educational Services__

Address:____380 B Street_____

__SSF. CA. 94080_____

Phone:___(650) - 877 - 8709____ Email:_____kirish@ssfusd.org____

Attachment C: Specific Data Elements (enclosed in Attachment B)

Attachment C - SPECIFIC CORE DATA COLLABORATIVE DATA ELEMENTS THAT MAY BE INCLUDED (UPDATED 1.12.25)	
Data Element(s)	Variables to Include (Subject to Adjustment)
Standardized Tests [student level data]	
SBAC Summatives all grades (3-11) & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub- subject/sub-component (if available), score, performance band, etc.
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub- subject/sub-component (if available), score, performance band, etc.
ELPAC information	Student ID, CDS code (14 digits), grade level, subject, sub- subject/sub-component (if available), score, performance band, etc.
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub- subject/sub-component (if available), score, performance band, etc.
Student Characteristics [student level data]	
Student demographics	Student district ID, Student state ID, gender, grade level , race/ethnicity, free/reduced lunch status, mother education attainment, father education attainment, first U.S. school entry date
District entry date	Student ID, district entry date
Special Education flag	Student ID, special education flag (Yes or no)
English Language information	Student ID, EL status (EL or RFEP), date identified as EL, date reclassified as RFEP
Foster care flag	Student ID, foster care flag (yes or no)
Enrollment, Attendance and Discipline [student level data	
Days enrolled	Student ID, CDS code (14 digits), total days enrolled

Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date
Total number of **out of school** suspensions	Student ID, CDS code (14 digits), suspension count
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no)
Course Information, Graduation Information, Program Information and Staff Information	
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Calpad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID
Program information	Program participation, program dosage, program performance
Unweighted end of the year GPA (**based only on fall and spring semesters**) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year
School Information	
School level data	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)
College Going Information	
College going data	Examples include college application data, college persistence data, college completion data

ATTACHMENT D: SCHOOL LEA-SPECIFIC AGREEMENTS
In Re E. CORE DISTRICT RESPONSIBILITIES

LEA shall designate the following person(s) as authorized representatives for the making LEA-specific agreements about the use of these data beyond the parameters articulated in the Data Use Agreement:

Name__Keith Irish_____Title__Assistant Superintendent Educational Services__

Name_____Title_____

Name_____Title_____

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: April 10, 2025

RE: Approval of New Course for 2025-26 - Percussion Ensemble at SSFHS

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The following course is being submitted to the Board of Trustees for consideration and approval for implementation for the 2025-2026 school year:

- Percussion Ensemble (new) at SSFHS

The course overview is presented below with background information including a review of course content, audience, and monitoring. The course was developed by SSFUSD teachers as a collaborative effort across schools and is aligned with school and district priorities as well as California Curriculum Standards. As part of the review process, course development teams and site administrators were required to consider impact on master schedule and staffing, and how students would be supported to access and successfully complete the course.

Percussion Ensemble (SSFHS)

This course addresses a significant gap in the SSFHS music program by providing focused instruction in percussion, a foundational component of many ensemble settings such as concert band, marching band, and jazz band. It offers students the opportunity to develop specialized skills in rhythm, technique, and musicianship, which are often underemphasized in broader ensemble classes.

Additionally, this course meets the needs of students with diverse musical interests by offering a pathway for those drawn to percussion. It provides a differentiated learning experience, allowing both beginners and those with prior experience to progress at their own pace.

This course introduces the fundamentals of playing a wide range of percussion Instruments and develops students' overall musicianship. Students will explore keyboard percussion (e.g., marimba, xylophone), timpani, drum rudiments, cymbals, and various auxiliary percussion instruments. Emphasis will be placed on rhythm reading, music literacy, and foundational music theory.

Through a combination of solo performances, small group ensembles, and full percussion ensemble experiences, students will refine their technical skills and develop a deeper appreciation for percussion's role in various musical genres. This course is ideal for beginning through advanced musicians seeking to build a solid foundation in percussion or enhance their existing skills.

FISCAL IMPLICATIONS:

SSFHS plans to allocate 1 section for this course by consolidating two smaller band sections into one and allowing for this Percussion Ensemble class as one of the instructor's 5 teaching sections. While there will be some need for additional percussion instruments, facilities costs are minimal as this course would be an extension of the existing music program. Funds for additional musical instruments will draw from SSFHS's allocation for Prop 28.

Potential Impact:

This course may potentially impact other electives as students would have an opportunity to take this course and earn "f" UC/CSU eligibility credit (pending UC/CSU approval of course). Partially by design, this course may appeal to students who are currently not participating in the music program, but who do not have as much of a musical background as is required by some of the other band courses. Additionally, providing this option can contribute to increasing the overall UC/CSU a-g rate and college and career readiness.

Monitoring Progress and Effectiveness:

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

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approves the following new course for implementation beginning in the 2025-2026 school year:

- Percussion Ensemble - SSFHS

New Course Proposal Form

Author ***Ayden Bradley***	1/7/25

Course Title	Percussion Ensemble				
Course Description	*This course introduces the fundamentals of playing a wide range of percussion Instruments and develops students' overall musicianship. Students will explore keyboard percussion (e.g., marimba, xylophone), timpani, drum rudiments, cymbals, and various auxiliary percussion instruments. Emphasis will be placed on rhythm reading, music literacy, and foundational music theory.* *Through a combination of solo performances, small group ensembles, and full percussion ensemble experiences, students will refine their technical skills and develop a deeper appreciation for percussion's role in various musical genres. This course is ideal for beginning through advanced musicians seeking to build a solid foundation in percussion or enhance their existing skills.*				
Length of Course	❑ Semester	X Year	❑ Other		
Grade Level	❑ 9-12	❑ 9	❑ 10	❑ 11	❑ 12
Department	❑ English	❑ Mathematics	❑ Science	❑ Social Science	❑ World Language
	❑ Physical Education	❑ Visual & Performing Arts	❑ Career Technical Education*	❑ Other	
	*If CTE, indicate the Industry Sector and Pathway:				
Prerequisite	*Students must have been previously enrolled in a band course. Students may also audition to demonstrate basic understanding of reading musical notes and rhythms. No prior percussion experience is required.*				
Corequisite					
Is Course A-G	☐ No	X Yes. If yes indicate the A-G category ❑ A- History ❑ B- English ❑ C- Math ❑ D- Science (lab) ❑ E- World Language X F- Fine Art (cannot be taught online) ❑ G- Elective ❑ History/Social Science ❑ English ❑ ELD ❑ Math ❑ Math/Computer ❑ Lab Science Biology/ Life Science ❑ Physical Science ❑ Integrated Science ❑ Language other than English			

		❑ Visual and Performing Arts ❑ Interdisciplinary
Honors Credit?	__X__ No	☐ Yes *You can only write for honors credit if an existing course with the same title has been approved for College Prep credit.*
Is the course Online, Hybrid, or Classroom Based?		*The course is classroom-based*

Please answer the questions below:

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

This course addresses a significant gap in the music program by providing focused instruction in percussion, a foundational component of many ensemble settings such as concert band, marching band, and jazz band. It offers students the opportunity to develop specialized skills in rhythm, technique, and musicianship, which are often underemphasized in broader ensemble classes.

Additionally, this course meets the needs of students with diverse musical interests by offering a pathway for those drawn to percussion. It provides a differentiated learning experience, allowing both beginners and those with prior experience to progress at their own pace.

By emphasizing music literacy, theory, and technical proficiency, this course aligns with the California Arts Standards for Music, focusing on Creating, Performing, Responding, and Connecting. It also fulfills University of California (UC) "f" requirements for Visual and Performing Arts, supporting students in meeting both graduation and college admission standards while fostering a comprehensive, standards-based music education.

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

The current band teacher would teach this course. He has an extensive background in percussion and percussion performance in a broad range of genres including Afro-cuban folklore and classical. If needed, guest clinicians and professional percussionists may also be invited to provide supplemental instruction and enrichment opportunities in the classroom.

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

The majority of the items necessary for this program are present. There may be a need to extend what mallet instruments, mallets, sticks, and drum heads are needed based on the class's skill level and the pieces we choose.

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

Currently, there are 22 students interested in having an offering of this kind. I also have the ability to partner with the middle school directors to ensure the enrollment.

5. **Funding**

Items Needed	Estimate Cost (if known)
Textbooks	*$1049.75*
Supplementary materials	*$413+*
Staffing	*1 section*
Technology	*0*
Other	

COURSE OVERVIEW

In 3 - 5 sentences, describes overarching content and goals of the course
Students will develop foundational to intermediate skills in playing a variety of percussion instruments, including keyboard percussion, timpani, snare drum, and auxiliary percussion. They will enhance their rhythm reading, music literacy, and theoretical understanding, applying these skills in both solo and ensemble contexts. By exploring diverse musical styles and techniques, students will gain a deeper appreciation for the role of percussion in various genres. The course aims to build technical proficiency, foster creative expression, and prepare students for participation in advanced music ensembles.

HISTORY OF COURSE DEVELOPMENT

Describe the background for course development, including how the need for the course was determined, who was involved, and timeline.
The development of this course was driven by a growing need for focused percussion instruction within our district's programming. Student feedback and teacher observations revealed that percussionists often lacked the opportunity to develop essential technical and musicianship skills in ensemble settings. Additionally, an increase in student interest in percussion, at South San Francisco High school, highlighted the importance of offering a dedicated percussion course. *The course was conceptualized through collaboration among SSFUSD music directors, and student representatives. Input from professional percussionists and local music education specialists further informed the curriculum design. Planning began in August of 2024, with the course slated for implementation in the 2025–2026 academic year.*

COURSE CONTENT [DUPLICATE THE TABLE FOR EACH UNIT]
Number of Units __6__ (minimum of 6 for a yearlong course; 4 for a semester course)

Unit 1: Percussion Fundamentals and Foundations

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

Students learn the basics of percussion technique, including grip, stroke, and rudiments for snare drum and bass drum. They are introduced to rhythmic notation, music theory, and foundational skills on keyboard percussion. This unit lays the groundwork for more advanced technical and ensemble skills.

Nov.MU:H.Pr4.2
Nov.MU:H.Pr4.3
Nov.MU:H.Pr5
Nov.MU:H.Pr6
Nov.MU:E.Cr1
Nov.MU:E.Cr3
Nov.MU:E.Re7
Nov.MU:E.Re9

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

Students will demonstrate proper grip, stroke technique, and assigned rudiments on a practice pad, non melodic instruments, or suitable surface. Video assignments will capture their growth and assess their growth on reading rhythmic notation. Additionally, students will complete a written worksheet on rhythmic values and note identification for keyboard percussion. Submissions will be assessed for accuracy, technique, and clarity of execution.

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

(Fall only) Worksheets, musical excerpts, and technical exercises will be used to assess students progress. Students will be assessed using the following Proficiency Scale:

1. *Beginning (1): Limited control of technique; struggles with accuracy in rhythm and note identification.*
2. *Developing (2): Basic technique evident; some consistency in rhythmic accuracy and note identification.*
3. *Proficient (3): Solid technique; accurate rhythm execution and clear note identification, with proper grip and stroke.*
4. *Advanced (4): Strong technical execution; precise rhythmic accuracy and complete mastery of note identification and rhythmic notation.*

Unit 2: Keyboard Percussion Techniques

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

Students will learn foundational skills for playing mallet percussion instruments, including proper grip, stroke technique, and posture. They explore scales, arpeggios, and basic melodic exercises to develop

coordination and accuracy across the keyboard. Emphasis is placed on reading melodic notation, understanding harmonic roles, and performing with proper phrasing and dynamics. This unit builds on music literacy and technical proficiency, aligning with the course's scope to develop well-rounded percussionists.

Int.MU:H.Pr4.2
Int.MU:H.Pr4.3
Int.MU:H.Pr5
Int.MU:H.Pr6
Int.MU:E.Cr1
Int.MU:E.Cr3
Int.MU:E.Re7
Int.MU:E.Re9
Prof.MU:T.Cn10
Int.MU:H.Cn11

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

Students will demonstrate rhythmic accuracy and stroke technique by performing assigned rhythms using practice pads, a table, or air mallets. Students will be able to count rhythms and identify the quality/length of a note. Additionally, they will complete a written worksheet identifying note names, scales, and intervals from the provided sheet music. For further reinforcement, students will submit a short reflection explaining their practice process and how they prepared for the assignment.

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

Worksheets, sight-reading musical excerpts, and technical exercises will be used to assess students progress. Students will be assessed using the following Proficiency Scale:

Beginning (1): Limited control of technique; inconsistent pitch/tone; minimal dynamic contrast.

Developing (2): Basic technique evident; some accuracy in pitch and tone; limited dynamic contrast.

Proficient (3): Solid technical control; accurate pitch/tone; effective use of dynamics and musical phrasing.

Advanced (4): Excellent technical execution; precise pitch/tone; expressive dynamics and musical interpretation.

Unit 3: Timpani and Auxiliary Percussion

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

Students will delve into the fundamentals and techniques specific to timpani and various auxiliary percussion instruments. They will learn essential skills such as proper hand and mallet technique, tuning and maintenance of timpani, and the role of timpani and auxiliary percussion in ensemble settings. Additionally, students will explore the characteristics and playing techniques of instruments like triangle, tambourine, maracas, and others, focusing on their roles in different musical genres and historical contexts. This unit supports a comprehensive percussion curriculum by integrating technical proficiency with musical

interpretation and ensemble performance, aligning closely with the scope and sequence of a broader music education program.

Acc.MU:C.Cr1
Acc.MU:C.Cr2
Int.MU:E.Pr4.2
Prof.MU:E.Pr5
Prof.MU:H.Pr5
Prof.MU:H.Pr6
Prof.MU:H.Re7.1
Acc.MU:H.Re7.2
Prof.MU:H.Re9

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

Before moving forward in a unit, students will showcase their learning by performing a prepared etude or excerpt, showcasing accurate pitch changes, dynamic control, and proper mallet technique. The auxiliary percussion segment will feature a contrasting excerpt that highlights specific playing techniques and timbral control. Students will also participate in written reflection on techniques learned and their application. In addition, students will have weekly worksheets and teacher check-ins to check for understanding.

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

Students will be assessed through performance assessments on assigned instruments (technique tests), and written/aural assessments on theory and historical context.

Performance Rubric:

Beginning (1): Limited control of technique; inconsistent pitch/tone; minimal dynamic contrast.

Developing (2): Basic technique evident; some accuracy in pitch and tone; limited dynamic contrast.

Proficient (3): Solid technical control; accurate pitch/tone; effective use of dynamics and musical phrasing.

Advanced (4): Excellent technical execution; precise pitch/tone; expressive dynamics and musical interpretation.

Unit 4: Music Literacy and Theory Integration

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

Students deepen their understanding of music theory and its direct application to their performance. They explore key signatures, intervals, scales, and chords, integrating these concepts into their instrumental practice. The unit emphasizes the importance of reading music fluently and applying theoretical knowledge to interpret rhythm, melody, and harmony. Students will connect their theoretical knowledge to their musical expression, improving both their technical skills and musical comprehension.

Int.MU:H.Cr1
Int.MU:H.Cr2

Int.MU:E.Pr4.2
Prof.MU:E.Pr5
Prof.MU:E.Pr6
Int.MU:E.Re7.1
Int.MU:E.Re7.2
Prof.MU:E.Re9

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

Students will complete a set of exercises where they must transcribe rhythms, identify chord structures, and apply the theory concepts to their assigned repertoire. As a practical component, students will record a performance of a short piece or excerpt that demonstrates their ability to interpret and apply the theoretical concepts they've learned. Submissions will be evaluated based on accuracy in theory exercises, rhythmic execution, and musical interpretation.

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

(Spring Only) Written Theory Exam: Students will complete a comprehensive written exam covering key signatures, intervals, scales, rhythm identification, and basic harmonic analysis.
Performance Exam: Students will perform a short piece or excerpt, applying music theory concepts like key signatures, intervals, and scales to demonstrate their understanding in a musical context.

Proficiency Scale:

1. *Beginning (1): Struggles to identify key signatures, intervals, and scales; inconsistent rhythmic accuracy; limited application of theory in performance.*
2. *Developing (2): Basic understanding of theory concepts; some errors in rhythmic execution; can apply theory to performance with limited success.*
3. *Proficient (3): Strong understanding of theory concepts; accurate rhythm and consistent performance; effectively applies theory to musical interpretation.*
4. *Advanced (4): Exceptional understanding and application of music theory; flawless rhythmic execution; insightful interpretation of music based on theory.*

Unit 5: Ensemble Performance and Collaboration

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

Students will focus on introductory ensemble skills by performing together on percussion instruments. They learn to listen and react to one another's playing, develop timing, and understand their role within the group. Collaboration skills are emphasized as students work on coordination, balance, and musical interpretation, with a focus on achieving a cohesive sound. This unit provides students with opportunities to apply the techniques and theory they've learned in previous units while fostering teamwork and communication in a musical setting.

Int.MU:H.Cr1
Int.MU:H.Cr2
Int.MU:E.Pr4.2
Prof.MU:E.Pr5
Prof.MU:E.Pr6

Int.MU:E.Re7.1
Int.MU:E.Re7.2
Prof.MU:E.Re8
Prof.MU:E.Re9
Prof.MU:E.Cr3.2

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

In class, students will perform warm up exercises and ensemble pieces together, focusing on synchronization, dynamics, technical application, and balance. They will be provided real-time feedback on individual and group performance. Each student will demonstrate their ability to stay in time with the group, maintain proper technique, and contribute to the overall sound and quality of the ensemble's interpretation of an arrangement.

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

(Spring) Students will have the following assessments:

Ensemble Performances: Students will perform a selected ensemble piece in class, demonstrating their ability to coordinate with others, maintain proper timing, and contribute to the overall balance of the group. Students will participate in peer assessment through constructive feedback. (Potential performances: Northern California Percussion Alliance from March through April (competitions); Spring Concert.)

Written Self-Assessment: After the performance, students will complete a reflection on their role within the ensemble, their performance strengths, and areas for improvement.

Rubric:

1. *Beginning (1): Struggles with ensemble timing and synchronization; lacks awareness of individual role in the group; Inconsistent performance with the ensemble; struggles with timing, dynamics, and communication.*
2. *Developing (2): Can stay in time with the group but may struggle with balance or dynamics; basic understanding of individual role; Solid performance with occasional lapses in timing or balance; demonstrates basic awareness of ensemble dynamics.*
3. *Proficient (3): Accurate timing and coordination with the ensemble; consistent contribution to balance and dynamics; Confident, precise ensemble playing; clear communication with the group and effective use of dynamics and phrasing.*
4. *Advanced (4): Flawless timing and synchronization; demonstrates advanced musicality and strong leadership in the ensemble; Exceptional ensemble integration; demonstrates leadership, advanced musicality, and seamless communication with the group.*

Unit 6: Solo, Duet, and Small Ensemble Preparation

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

Students will focus on refining their skills for both solo and group performances. They select and prepare a piece for a solo, duet, or small ensemble performance, working on technique, expression, and interpretation. In ensemble preparation, students learn to collaborate with peers, focusing on timing, balance, and musical

communication. This unit emphasizes independent practice, teamwork, and performance readiness, equipping students to successfully participate in solo, duet, and small ensemble events.

Acc.MU:E.Pr4.2
Acc.MU:E.Pr4.3
Acc.MU:E.Cn10
Prof.MU:E.Cn11
Prof.MU:E.Re9
Acc.MU:E.Re7.2
Acc.MU:E.Re7.1
Acc.MU:E.Pr6
Acc.MU:E.Pr5

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

Students will perform or submit a video of a performance of a selected solo/ duet, or small ensemble piece, demonstrating technical proficiency, musical expression, and interpretation. The performance should highlight their ability to incorporate dynamics, articulation, and phrasing into the piece. Additionally, students will complete a written reflection that includes their preparation process, challenges faced, and strategies used to overcome them in both solo and ensemble contexts. For ensemble preparation, students will participate in an in-class group performance, focusing on timing, balance, and effective communication with peers. All submissions will be assessed based on accuracy, musicality, and ability to collaborate within an ensemble.

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

(Spring Only) Students will have the following assessments:

Solo/Duet Performances: Students will perform a solo piece, demonstrating their technical ability, musical expression, and interpretation of the music. They will be evaluated on their ability to apply techniques learned throughout the unit. (Potentially performances: Northern California Percussion Alliance from March through April (competitions); Spring Concert.)

Ensemble Participation: Students will participate in a small ensemble performance, focusing on synchronization, balance, and communication within the group.

Proficiency Scale:
Beginning (1): Struggles with technique and musical expression in both solo and ensemble settings; inconsistent timing and coordination in ensemble performance.
Developing (2): Basic technical ability and expression in solo performance; some issues with ensemble coordination, timing, and balance.
Proficient (3): Strong technical performance and expression in solo; solid timing and coordination in ensemble with good balance and communication.
Advanced (4): Flawless solo performance with advanced musicality; exceptional timing, balance, and communication in ensemble performance.

Instructional Materials

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

Type of	Author	Publisher	Edition, Year	URL	Primary	Cost

Material: Textbook, literary text, manual, periodical, scholarly article, website, primary doc, other					book/ read it its entirety? Yes, no	
Various percussion mallets and sticks from Artifact Percussion				https://artifactpercussion.com/collections/marimba-mallets		$350 to get started
Book	John Bingaman	JB Productions	2020	https://www.steveweissmusic.com/product/bingaman-firm-foundations-beginning-percussionist/general-percussion-books#full-description	Yes	$41.99
Book	David Ratliff, James Campbell, Rob Parks, University of Kentucky Alumni	Tapspace	2018	https://www.tapspace.com/books-education/blue-book-volume-2-the	Yes	$32
Book	Mitchell Peters	Steve Weiss	2003	https://www.steveweissmusic.com/product/mitchell-peters-fundamental-method-for-timpani/timpani-books	Yes	$31

Signatures:

Site Approval by		Date
District Approval by		Date

Course Code Information (District Office Use Only)

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 10, 2025

RE: Transfer of Previously Approved Funds from Beacon to Stepping Stones

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ALIGNMENT WITH STRATEGIC PLAN:

☒**Goal 1:** Exceptional Instruction
☐**Goal 2:** Engaged Students
☐**Goal 3:** Purposeful Partnerships
☐**Goal 4:** Empowered Educators
☐**Goal 5:** Equity-Centered Systems
☐**N/A:** Not Applicable

BACKGROUND:

On June 20, 2024 Board approved a contract with Stepping Stones for a total of $1,100,560 of which $85,000 would be allocated to a half time school psychologist (see below details from that board memo).

Organization	Service(s) Provided	Description	Cost per service	Agency Total Cost
Stepping Stones	School Psychologists	This agreement is set up to continue contracting with a half-time school psychologists through this agency at the following rate. This school psychologist started with us in the 2023-24 school year. We currently have 20 vacancies, plus the psychologist on special assignment (POSA), equaling 21 total school psychologists. 17 are currently filled, leaving 3 school psychologist's vacancies and 1 POSA vacancy. ● $130/hour **School Psychologist** ● Joanne Simonson (½ time contract)	$85,000	$1,100,560

	Paraeducators	We currently have 205 para educator positions, of which 111 are vacant. In February of this year, we had 294 para educator positions, 98 filled by vacancies. Of those vacant, 85 are filled by agency personnel and 5 are truly vacant. Of the 85 filled by agency personnel, this agency has filled 12 positions. This agreement is set up to continue contracting for those 12 para educators and **up to 15** through this agency at the rate of $56.00/hour or $60,160/person.	$1,015,560	

On May 23, 2024 Board approved a contract with Beacon for a total of $620,000.00 (see below details from that board memo).

Organization	Description of Services Provided / Agreement	Cost
Beacon	Special Education Tier 3 Mental Health Services for middle and high school age eligible students with IEPs. School Psychologists provide Tier 1 and 2 services. Beacon agrees to staff SSFUSD as follows: ● Coordinator, .5 ● 1 dedicated ERMHS provider for high school therapeutic classroom ● 4 FTE for mental health clinicians for 36 students with ongoing ERMHS services	$620,000

Since then, we have had two School Psychologists on leave of absence of which we have had the contracted school psychologist from Stepping Stones substitute in their absence, increasing the cost of that contract. Simultaneously, Beacon has not been able to fill all of the mental health clinician positions and as a result, we have not been spending the full cost of that agreement.

This memo is to request shifting $85,000 of budgeted amount from Beacon to Stepping Stones to pay the cost of the school psychologist covering leaves of absences.

FISCAL IMPLICATIONS:

Total estimated cost of special education staffing budget = $0

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the continued reallocation of funds from Beacon to Stepping Stones.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 25-10
CLASSIFIED SCHOOL EMPLOYEE WEEK
MAY 18-24, 2025

WHEREAS, The third full week of May has been designated as **Classified School Employee Week** by the California State Legislature. This year, Classified School Employee Week will be May 18-24, 2025. This year's theme is ***"Trusted, Inclusive, United."***

WHEREAS, Classified school employees provide valuable services to the schools and students of the South San Francisco Unified School District; and

WHEREAS, Classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, Classified school employees play a vital role in providing for the welfare and safety of South San Francisco Unified School District's students; and

WHEREAS, Classified school employees employed by the South San Francisco Unified School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor the contributions of the classified school employees to quality education in the state of California and in the South San Francisco Unified School District and declares the week of May 18-24, 2025, as **Classified School Employee Week.**

Regularly passed and adopted this 10th day of April 2025.

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____
Secretary/Clerk of the Board

_____

_____ _____
Superintendent of Schools

_____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 25-12

California Day of the Teacher - May 14, 2025
National Teacher Appreciation Day - May 6, 2025

WHEREAS, **Wednesday, May 14, 2025**, is designated as the ***Day of the Teacher*** with the theme ***We Are the Ones We've Been Waiting For***; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees recognizes **May 14, 2025**, as ***Day of the Teacher***; and wishes to extend its sincere appreciation to the teachers in the South San Francisco Unified School District who, day in and day out, affect the lives of our students in limitless and lasting ways.

Regularly passed and adopted this 10th day of April 2025.

Ayes and in favor of said Resolution:

_____

ATTEST: _____

_____

_____ _____
Clerk of the Board

_____

_____
Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 10, 2025

RE: Approval of Amendment #2 to the Independent Consultant Agreement with ProTech Consulting and Engineering, Inc. for Hazardous Materials Consulting Services for the El Camino High School Central Kitchen and Cafeteria Project under the Measure T Bond Program

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

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

On February 8, 2024, the Board of Trustees approved the independent consultant agreement with ProTech Consulting and Engineering, Inc. to provide hazardous materials consulting services for the Central Kitchen and Cafeteria located at El Camino High School.

The original scope assessed the conditions associated with asbestos-containing materials (ACM) and lead-based paint (LBP). Upon identification of hazardous materials, ProTech provided a written abatement scope of work for incorporation into the Construction Contract Documents.

This agreement modification includes additional construction-phase asbestos and lead abatement monitoring and in-situ soil characterization for disposal. Upon completion, a final report will be provided, summarizing analytical results, field observations, and evaluations based on relevant regulatory and industry standards.

FISCAL IMPLICATIONS:

The total cost of the additional services is $48,899.00. This will be paid for through the Measure T Bond Program (Fund 21).

Agreement	Date	Total
Original Agreement	March 1, 2024	$12,145.00
Amendment No. 1	April 29, 2024	$1,900.00
Amendment No. 2	April 11, 2025	$48,899.00
Total Amended Compensation		**$ 62,944.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment #2 to the independent consultant agreement with ProTech Consulting and Engineering, Inc. for additional services related to construction-phase asbestos and lead abatement monitoring, as well as in-situ soil characterization for the El Camino High School Central Kitchen and Cafeteria Project, in the amount of $48,899.00.

ProTech
Consulting & Engineering

1208 Main Street
Redwood City, CA 94063

P: (650) 569-4020
E: info@protech-cal.com

Project Support Proposal

Limited Project Monitoring Services

• Asbestos Containing Materials (ACM) •
• Lead-Based Paint (LBP) •
• Haz-Waste Characterization – Soil •

March 5, 2025

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

Proposal No.: **2838-25gk**
Via Email: **lshelton@ssfusd.org**
Pages: **07**

Project	**El Camino High School** 1320 Mission Road South San Francisco, California	***Central Kitchen & Cafeteria Modernization Project***
Service Areas Limits	ProTech will tailor our services to address areas the client has identified as critical for their planned Central Kitchen & Cafeteria modernization project.	
Project Description	ProTech will perform project monitoring services documenting the contractor's activities related to asbestos abatement and lead-related work.	

Proposal

ProTech proposes limited environmental consulting services for the referenced project. Our scope, as detailed in this proposal, is tailored to align with the client's explicitly requested services and excludes any services not explicitly mentioned. We urge the client to thoroughly review this proposal to ensure alignment with their expectations. We are committed to providing high-quality service and look forward to the possibility of working together.

Consulting Scope of Work

ProTech will perform the following environmental consulting services. Upon completion, a final report will be provided, summarizing analytical results, field observations, and evaluations based on relevant regulatory and industry standards:

Asbestos & Lead Project Monitoring

Pre-Job Tasks

- **Pre-Construction Meeting:**

  1 Meeting - Participate in pre-construction meetings with the Owner or Owner's representative, the contractor, and key stakeholders. These meetings will focus on finalizing critical project details such as scheduling, phasing, and addressing other important agenda items.

- **Contractor Submittal Review:**

  ProTech will assess the contractor's pre-job submittal to determine if all required documents have been submitted in accordance with project requirements. This assessment includes verifying notifications to AQMD and/or Cal OSHA, ensuring that all contractor credentials and worker qualifications are up to date, and confirming that the proposed work plan is aligned with the project scope. Our review will focus on the submittal's adherence to the specified requirements in the project documents and will not extend to additional documentation or contractor obligations outside the defined parameters of the submittal review.

PROJECT MONITORING

- **Pre-Job Background Monitoring:**

  Collect background air samples on-site to establish baseline conditions prior to the commencement of remediation activities. These preliminary samples are important for setting a reference point for comparing pre-work and active work environmental conditions. This comparative data can be helpful in assessing environmental changes during the project's operations. The analysis of background samples will be conducted with specific analyses tailored to the project's needs, as follows:

  - Asbestos air samples: Phase Contrast Microscopy (PCM)
  - Lead air samples: Inductive Coupled Plasma (ICP)

- **Pre-Work Containment Inspection:**

  Est. 5 Work Areas - Inspect work areas before work commencement to ensure compliance with applicable standards. This includes evaluating containment setup, engineering controls, hygiene facilities/areas, and regulated area demarcation.

- **Daily Inspections:**

  ProTech will conduct regular inspections to monitor contractor compliance with established work standards. These inspections will evaluate regulated area maintenance, containment system integrity, decontamination processes, work practices, engineering controls, and PPE usage. By identifying any deficiencies and providing targeted feedback for immediate corrective actions to the contractor, we aim to help keep all project activities in compliance with both regulatory and industry standards. Please note that ProTech's technician may not be on-site full-time, so continuous oversight and confirmation of contractor work cannot be verified during periods of absence.

- **Daily Full-Shift Air Monitoring:**

  Est. 25 Shifts (5 weeks) **-** Conduct perimeter area air monitoring outside of but adjacent to active regulated work areas to assess the effectiveness of work practices and engineering controls in containing potential contaminants. To obtain data on the effectiveness of the contractors' means and methods, air samples will be collected for analysis using the following methods:

  - Asbestos air samples: Phase Contrast Microscopy (PCM)
  - Lead air samples: Inductive Coupled Plasma (ICP)

FINAL VISUAL INSPECTIONS

5 Work Areas **-** Upon completion of contractor remediation tasks, ProTech will conduct visual inspections of the regulated work areas to ensure the scope of work has been fully met and to identify any missed or residual material. These inspections are conducted to assess the work quality, verifying adherence to industry cleanliness standards, and confirming the area's readiness for final testing.

Final Air Sampling - Asbestos

5 Work Areas - Following a successful visual inspection and work area encapsulation, we will proceed with final air sampling in the regulated work areas. Samples will be analyzed by Transmission Electron Microscopy (TEM) to confirm project completion and verify compliance with reoccupancy standards.

In-Situ Soil Characterization for Disposal

- **Sample Location & Volume**

  ProTech Consulting & Engineering will perform in-situ soil sampling to characterize soil for disposal from two locations identified by the client on the attached Site plan, where less than 500 cubic yards (CY) of soil is scheduled for removal.

- **Sample Collection Strategy**

  ProTech Consulting & Engineering will collect two (2) discrete soil samples one from each location in accordance with DTSC's in-situ sampling guidelines for areas up to 2 acres. Sample locations will be selected to provide a representative characterization of the soil scheduled for excavation.

- **Sample Boring Process**
  - A mechanical auger will be used to advance to the target sampling depths.
  - The auger will be decontaminated between each borehole to prevent cross-contamination.
- **Sample Collection and Documentation**
  - Soil samples will be collected from 0 to 4 feet below ground surface (bgs).
  - Discrete soil samples will be extracted directly from undisturbed portions of the auger flights using a decontaminated stainless-steel scoop.
  - Samples will be immediately placed in stainless-steel containers, sealed with Teflon-lined plastic caps, and labeled with a unique sample identifier.
  - All sample information, including date, time, depth, and field observations, will be recorded on a Chain of Custody (COC) form.
  - Samples will be stored on ice in a temperature-controlled cooler from collection until delivery to the analytical laboratory.
- **Decontamination Procedures**
  - The mechanical auger and all sampling tools will be decontaminated between each sample collection.
  - The decontamination process includes:
    - Initial rinse with deionized (DI) water.
    - Scrubbing and rinsing with Alconox detergent and distilled water.
    - Final rinse with DI water.
  - Decontamination water will be returned to the excavation area in a controlled manner to prevent environmental impact.
- **Laboratory Analysis**

  Soil samples will be submitted to an accredited analytical laboratory for analysis of the following constituents:

  - CAM 17 Metals – EPA 6010/6020
  - Organochlorine Pesticides & PCBs (Low Level) – EPA 8081B

- Volatile Organic Compounds (VOCs) & Total Petroleum Hydrocarbons (Gasoline-Range) – EPA 8260D
- Semi-Volatile Organic Compounds (SVOCs) (Low Level) – EPA 8270E

COMPENSATION

It is proposed that the fee for performing the proposed services be determined on a unit fee basis. Based on the outlined scope of services and the standard unit fee schedule, the cost breakdown will be as follows:

ASBESTOS & LEAD PROJECT MONITORING

Service	Unit Type	Unit Qty	Unit Fee	Total
Professional Services				
Pre-job tasks: meetings & submittal review	Service	1	$1,600.00	$1,600.00
Project monitoring, inspections, field documentation, sample collection, sample processing	Standard Shift	25	$960.00	$24,000.00
Post-work monitoring/testing	Service	5	$750.00	$3,750.00
Report – data processing	Hour	16	$85.00	$1,360.00
Project management, data review, technical report, and certification	Hour	16	$200.00	$3,200.00
			PS Estimate	*$33,910.00*
Laboratory				
Asbestos Air - Phase contract microscopy (PCM) - NIOSH 7400A	Sample	75	$25.00	$1,875.00
Lead Air – Inductive Coupled Plasma (ICP)	Sample	25	$35.00	$875.00
Lead Wipe - Atomic absorption spectroscopy (AAS)	Sample	25	$30.00	$750.00
Asbestos Air - Transmission electron microscopy (TEM) – NIOSH 7402	Sample	5	$225.00	$1,125.00
Asbestos Air - Transmission electron microscopy (TEM) – AHERA	Sample	25	$200.00	$5,000.00
			PS Total	*$9,625.00*
			Fee Total	$43,535.00

In-Situ Soil Characterization for Disposal

Service	Unit Type	Unit Qty	Unit Fee	Total
Professional Services				
Inspections, field documentation, sample collection, sample processing	Standard Shift	1	$1,640.00	$1,640.00
Report – data processing	Hour	6	$85.00	$510.00
Project management, data review, technical report, and certification	Hour	2	$200.00	$400.00
			PS Estimate	*$2,550.00*
Laboratory				
5-Day TAT After Lab Log-in				
CAM 17 Metals – EPA 6020B	Sample	2	$285.00	$570.00
Volatile Organic Compounds (VOCs) & Total Petroleum Hydrocarbons (Gasoline-Range) - EPA 8260D	Sample	2	$277.00	$554.00
Semi-Volatile Organic Compounds (SVOCs) (Low Level) - EPA 8270E	Sample	2	$430.00	$860.00
Organochlorine Pesticides & PCBs (Low Level) - EPA 8081B	Sample	2	$315.00	$630.00
Sampling equipment & supplies	Equipment	1	$200.00	$200.00
			PS Total	*$2,814.00*
			Fee Total	$5,364.00
			Proposal Total	$48,899.00

Fee Notes

- **Estimate:**

  The precise project schedule, duration, number of work areas, and other key project parameters are not known with certainty. This proposal is based on an estimate of these factors, which are subject to change and ultimately controlled by others. Such changes may affect the project scope, timeline, and associated costs. The units presented in this proposal represent a Rough Order of Magnitude (ROM) estimate.

- **Limited Scope & Alignment with Client Objectives:**

  ProTech will conduct field work based on client directives. However, our engagement is narrowly scoped. Given our limited understanding of the entire project, we cannot ensure that our efforts will align perfectly with the client's overarching objectives. We strongly encourage the client to review our proposal closely to ensure it meets their project expectations.

- **Extra Work:**

  Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis as quoted above. For any units not specified above, charges will be in accordance with ProTech's standard fee schedule.

- **Budget & Task Allocation:**

  We consider all tasks and the final budget as a whole, allowing flexibility to reallocate pricing among different line items as needed.

Client Provisions

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Parking
- Clean on-site workspace

Terms & Conditions

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

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

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

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

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

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

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

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

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

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

10. **Limitation of Liability:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of $300.00 for any time ProTech personnel are required to personally appear in depositions or in court as a witness in any legal action brought against ProTech in relation to its work for Client. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project.

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

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

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

Proposed By	Accepted By
Glen Koutz	
Glen Koutz, ProTech Consulting & Engineering	(Signature)
	(Print Name)
	(Title)
	(Company

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: April 10, 2025

RE: Approval of Amendment #1 to the Independent Consultant Agreement with Cornerstone Earth Group, Inc. for Geotechnical and Geologic Hazard Evaluation Services for the El Camino High School Central Kitchen and Cafeteria Project under the Measure T Bond Program

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

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

On May 23, 2024, the Board of Trustees approved the independent consultant agreement with Cornerstone Earth Group, Inc. to provide a geotechnical engineering study for the Central Kitchen located at El Camino High School. The study evaluated the potential presence of geologic hazards in the area of the walk-in refrigerator.

The original scope was to explore and characterize the subsurface conditions in the proposed project areas to develop geotechnical related recommendations to assist the District and the project landscape architect in the design of the project.

This agreement modification includes additional construction-phase geotechnical engineering and observation associated with El Camino HS Central Kitchen and Cafeteria Project.

FISCAL IMPLICATIONS:

The total cost of the additional services is $21,500.00. This will be paid for through the Measure T Bond Program (Fund 21).

Agreement	Date	Total
Original Agreement	June 6, 2024	$32,250.00
Amendment No. 1	April 11, 2025	$21,500.00
Total Amended Compensation		**$ 53,750.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment #1 to the independent consultant agreement with Cornerstone Earth Group, Inc. for additional services for construction-phase geotechnical engineering and observation for the El Camino High School Project in the amount of $21,500.00.

Date:	March 7, 2025
Proposal No.:	P13768
Prepared For:	Ms. Lori Shelton **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT** 398 B Street South San Francisco, California 94080
Re:	Geotechnical Observation and Testing and Environmental Services El Camino High School Kitchen Cafeteria Building 1320 Mission Road South San Francisco, California, 94080

The Agreement

Thank you for requesting Cornerstone Earth Group to prepare and submit this agreement for geotechnical observation and testing services during construction. Our proposal is based on our review of the plans, the project geotechnical report, and our overall understanding of the work to be performed. The following describes our understanding of the project and presents our proposed scope of work and our estimated cost for completing the work. This document will serve as our agreement to work together.

The Project

The project site is located at 1320 Mission Road in South San Francisco, California. The central kitchen project will include replacing the existing walk-in freezer, seismic retrofits to the existing central kitchen and cafeteria structure, and a new exterior patio. The new walk-in refrigerator / freezer will have a footprint of approximately 1,200 square feet. Appurtenant utilities, landscaping and other improvements necessary for site development are also planned.

The site is also bounded by Evergreen Drive to the southeast, Mission Road to the southwest, Lawndale Boulevard to the northwest, and residential development to the northeast.

Our Experience

Our principal geotechnical group has over 150 years of combined geotechnical experience and has completed hundreds of projects throughout the Bay Area and California. Our breadth of experience in the Bay Area will add value to your project in design and construction. Services we can provide include the following.

- ☑ Observation and Testing of Structural Fill
- ☑ Laboratory Testing of Soil
- ☑ Earthwork Recommendations
- ☑ Observation of Deep Foundation Construction
- ☑ Observation of Footing Excavations
- ☑ Testing of Pavement Subgrade, Aggregate Base and Asphalt
- ☑ Wet Weather Earthwork Consulting
- ☑ Shoring Observations
- ☑ Subdrain Observations
- ☑ Storm Water Management / SWPPP Maintenance

Project Team

Our project team will be led by Mr. Stephen C. Ohlsen, P.E., G.E. Mr. Ohlsen will be assisted by other members of our staff to complete the project. Mr. Ohlsen's contact information is shown here.

Project Manager	Stephen C. Ohlsen, P.E., G.E.
Email	sohlsen@cornerstoneearth.com
Office	408-245-4600 Ext. 125
Cell	408-470-8875

Nick Devlin, P.E., Principal Engineer, will provide principal oversite for the project.

Construction Services

We will provide consultation and part-time observation and testing as necessary of the geotechnical aspects of the project, including the following geotechnical construction tasks:

- New Slab-on-Grade Grading
- Spread Footing Excavation Observation
- Footing Backfill Compaction
- Foundation Backfill Compaction

In addition to our observations and testing of the geotechnical aspects of the above construction activities, we will also perform laboratory testing as necessary to document specification compliance and to confirm our field observations. We will also provide consultation, project management and correspondence, as needed for the project.

Construction Level of Effort Estimate

We used the project plans, the project geotechnical report and our experience with similar projects to prepare this initial estimated number of field, laboratory and office hours required for the geotechnical aspects of construction. All site earthwork is assumed to occur within normal working hours Monday through Friday. The following table presents our estimated schedule of field, office and laboratory services for construction work involving geotechnical engineering construction services. Please note that our estimate does not include time for services performed due to problems or delays that may be encountered during construction and includes only part-time observation and testing.

Construction Tasks	Personnel	No. of Site Visits	Estimated Hours per Visit	Estimated Total Hours	Estimated Number of Density Tests
New Slab-on-Grade Grading	Eng. Tech II	2	4	8	5
Spread Footing Excavations	Staff Engineer	5	4	20	0
Over-Excavated Footing Backfill	Eng. Tech II	5	5	25	25
Interior Foundation Backfill	Eng. Tech II	3	5	15	20
TOTAL		**15**		**68**	**50**

Office Tasks	Personnel	Hours	Laboratory Tests	Estimated No.
Review field reports; project management; correspondence with design team and applicable agencies; consultation; preparation of completion letter.	Principal Eng. Sr. Project Mgr. Const. Serv. Mgr. Sen. Sup. Tech. Const. Serv. Admin.	2 4 2 8 3	Compaction Moisture Content	2 10

Additional Services

We will proceed with additional services in excess of our estimate if requested to do so. We will follow up with you regarding additional services by forwarding a Confirmation of Additional Services itemizing the additional work.

Optional Environmental Services

Purpose

The purpose of the environmental scope of work is to collect soil samples for laboratory analysis. Information from these samples can be used for project planning purposes and may be suitable for disposal profiling purposes, depending on the volume, depth, and location of soil that will require off-site disposal. Note that additional analysis may be required by off-site soil receiving facilities based on their acceptance criteria, volume of soil requiring disposal, and/or the results obtained from samples collected under this scope of work.

Soil Sample Collection and Laboratory Analyses

Cornerstone will collect four discrete soil samples for laboratory analysis from two exploratory borings advanced to depths of approximately 3 feet using hand sampling methods. From both borings, soil samples will be collected from the upper approximately ½ foot of soil and from a depth of approximately 2 to 3 feet. We assume the soil samples will be collected in areas accessible to hand sampling equipment. Our fees do not include concrete coring/cutting or use of an excavator to retrieve the soil samples. Note that our sampling depths proposed are approximate and will depend on the subsurface conditions encountered. In some cases, we may not be able to achieve the depths indicated in this proposal due to hard subsurface conditions, debris, or other obstructions.

At each exploratory boring, one discrete soil sample will be collected from the upper approximately ½ foot of soil and a second sample will be collected from a depth of approximately 2 to 3 feet. The four samples will be collected in clean, new stainless steel liners, ends capped, and labeled with a unique identifier. Samples selected for volatile organic compound (VOC) analyses will be collected in three 5-gram Core-N-One capsules. The samples collected will be placed in an ice-chilled cooler and transported to the project laboratory under chain of custody control.

The four samples collected will be analyzed for total petroleum hydrocarbons in the diesel range (TPHd) and motor oil range (TPHo) (EPA Test Method 8015M), 17 California Assessment Manual (CAM) metals (EPA Test Method 6010B/7471A), organochlorine pesticides and polychlorinated biphenyls (EPA Test Method 8081/8082), semi-volatile organic compounds (SVOCs) (EPA Test Method 8270C/SIM), VOCs and total petroleum hydrocarbons in the gasoline range (EPA Test Method 8260B), and asbestos (CARB 435 / PLM 100-point count).

In addition, our fees include soluble metal analysis of up to four samples. Note that additional analyses may be recommended based on the results obtained from the four samples analyzed and/or based on our field observations. Any additional analyses will be communicated to you to obtain your authorization.

We will request a standard 5-business day laboratory response time; however, the actual response will depend on the laboratory's workload. One additional week will be required for receipt of the soluble metal results, if required.

Report

Cornerstone will prepare a soil quality evaluation letter report documenting our sampling protocols, field observations, and laboratory analytical results. The report will include a vicinity map, site plan, summary tables, and laboratory reports. We will provide our conclusions and recommendations where appropriate based on the analytical results.

Fee and Terms

Task	Fee	Initial to Authorize
Construction Observation and Testing Services (*Time & Expense*)	**$21,500**	INCLUDED
~~**Environmental Services (*Fixed Fee*)**~~	~~**$9,000**~~	EXCLUDED

Hours or tests less than or greater than those shown in this proposal will proportionately reduce or increase our costs. Please note that our estimate depends a great extent on the site conditions, the efficiency of the prime and sub-contractors, and the weather. Our services will be provided in accordance with the attached terms and conditions and schedule of hourly rates on a time-and-materials basis. We will not proceed without written authorization. Payment for

services shall be due upon receipt of Cornerstone Earth Group's Invoice. Amounts unpaid thirty (30) calendar days after the issue date of Cornerstone's invoice shall be assessed as a service charge of 1 percent per month on balances outstanding. To be recognized, any dispute over charges must be claimed in writing within 30 days of the billing date. Disputes or questions about a statement shall not be cause for withholding payment for remaining portions due. Requested changes to this contract must be approved in writing before we proceed.

Responsibilities

The presence of our field representatives will be for the purpose of providing observation and testing services. Our work will not include supervision or direction of the actual work of the contractor. The contractor should be informed that neither the presence of our field representatives nor the observation by our firm shall excuse him in any way for defects discovered in his work. It is also understood that our firm will not be responsible for job or site safety.

Authorization

Please acknowledge your receipt of and agreement with the terms and conditions contained in this agreement by signing this agreement and returning one signed original to us.

We thank you for this opportunity and look forward to working with you on this important project. Should you have any questions regarding this proposal, or if we may be of further service, please contact us at your convenience.

Sincerely,

Cornerstone Earth Group, Inc.

Stephen C. Ohlsen, P.E., G.E.
Senior Project Engineer

Nicholas S. Devlin, P.E.
Principal Engineer

SCO:NSD:bgk

Copies: Addressee (1 by email)

Attachments: Terms and Conditions
Schedule of Hourly Rates
Cornerstone Earth Group Flyers

South San Francisco Unified School District

_____
Name Date

_____
Please Print Name and Title

CORNERSTONE EARTH GROUP, INC.
TERMS AND CONDITIONS

1. Agreement

1.1 Cornerstone Earth Group, Inc.'s ("Cornerstone") services are defined by and limited to (a) those services (the "Work") described in the attached proposal, which is incorporated herein by this reference, and (b) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form the "Agreement." This Agreement represents the entire agreement between the Client and Cornerstone (collectively, the "Parties") and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement can only be amended by a written instrument signed by both the Client and Cornerstone. In the event that the Client authorizes the Work by means of a purchase order or other writing ("Confirmation"), it is expressly agreed that these Terms and Conditions shall apply, and any terms, conditions or provisions appearing in the Confirmation are void and inapplicable except to the extent the Confirmation authorizes the Work and binds the Client to this Agreement.

1.2. Failure to immediately enforce any provision in this Agreement shall not constitute a waiver of the right to enforce that provision or any other provision. No waiver by the Parties of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or as a waiver of a breach of any other term or covenant in this Agreement.

2. Scope of Services

2.1 Cornerstone will serve the Client by providing professional counsel and technical advice based on information furnished by the Client. The Client will make available to Cornerstone all known information regarding existing and proposed conditions of the site, and will immediately transmit any new information that becomes available or any change in plans. The Client and Cornerstone agree that Cornerstone, its officers, directors, employees, agents and/or subcontractors shall not be liable for any claims, damages, costs, or losses arising from or in any way related to conditions not actually encountered during the course of Cornerstone's Work and Cornerstone shall not have any liability or responsibility for losses resulting from inaccurate or incomplete information supplied by the Client, and the Client agrees to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against claims, damages, costs or losses arising therefrom. Cornerstone, its officers, directors, employees, agents and/or subcontractors shall not be liable for failing to discover any condition the discovery of which would reasonably require the performance of services not authorized by the Client.

3. Terms of Payment

3.1 The Client's obligation to pay for the Work is in no way dependent upon the Client's ability to obtain financing. The Client's obligation to pay for the Work is in no way dependent upon the Client's successful completion of the Client's project. No provision of this Agreement shall be construed to constitute a "Pay-When-Paid" clause or a "Pay-If-Paid" clause.

3.2 Payment for the Work shall be due and payable upon receipt of Cornerstone's invoice. To be recognized, any dispute over charges must be claimed in writing within thirty (30) calendar days of the billing date. Any dispute over an invoice amount shall not affect the Client's obligation to pay invoice amounts not in dispute. Amounts unpaid thirty (30) calendar days after the issue date of Cornerstone's invoice shall be assessed a service charge of 1 percent per month on balances outstanding.

3.3 Timely payment is a substantial condition of the Client's performance under this Agreement. Cornerstone may at its option withhold delivery of reports or other work product or suspend performance of the Work pending receipt of payments for all past due invoices and Cornerstone, its officers, directors, employees, agents and/or subcontractors shall have no liability to the Client for delay or damage caused because of such withholding or suspension. In the event that Cornerstone must take legal action to enforce this Agreement for payment for the Work performed and Cornerstone prevails, Cornerstone will be reimbursed by the Client for all expenses, including but not limited to reasonable attorney's fees and litigation costs.

4. Standard of Care

4.1 While performing the Work under this Agreement, Cornerstone shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the environmental and geotechnical engineering consulting professions, as applicable, performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time.

4.2 Except for the express promise set forth in Subsection 4.1 herein, Cornerstone neither makes, nor offers, nor shall Cornerstone be liable to the Client for any express or implied warranties with respect to the performance of the Work.

5. Force Majeure

5.1 Cornerstone will diligently proceed with its services and will complete the Work in a timely manner, but it is expressly agreed to and understood by the Client that Cornerstone shall not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time of the execution of the Agreement between the parties.

5.2 Except for the obligation to pay for the Work performed and expenses incurred, neither Cornerstone nor the Client shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, included, but not limited to, strikes or other concerted acts of workmen not in Cornerstone's employ, whether direct or indirect, riots, war, acts of terrorism, fire, floods, storms, washouts, acts of God or the public enemy, explosions, accidents, epidemics, breakdowns, injunctions, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any governmental body or any instrumentality thereof, whether now existing or hereafter created.

6. Effect of Delay or Impediment to Work

6.1 If any event occurs which causes or may cause Cornerstone: (a) to be impeded in its performance of the Services; or (b) to be delayed in the completion of the Work within the time provided in the attached proposal and/or in an applicable Change Order due to any act or omission of the Client, its officers, directors, employees and agents, or the Client's contractors, or due to any contingency beyond Cornerstone's control as provided in Section 5 herein, Cornerstone shall notify the Client in writing within ten (10) business days of the date on which Cornerstone becomes aware of such event.

6.2 The Client shall notify Cornerstone in writing of the Client's agreement or disagreement with Cornerstone's claim of an impediment or delay to performance within five (5) business days after receipt of Cornerstone's notice under Subsection 6.1. If the Client agrees with Cornerstone's claim, the time for performance of such requirement may be extended as mutually agreed in writing by the parties as provided in Subsection 1.1. If the Client disputes Cornerstone's assertion of an impediment or delay, such dispute shall be resolved pursuant to Section 17.

6.3 Impediments or delays to performance, addressed pursuant to this Section, shall not (a) constitute a breach hereunder; (b) give rise to any special right to terminate this Agreement; or (c) give rise to a claim by the Client for damages or other relief, if and to the extent that such impediment or delay is due to any act or omission of the Client, its officers, directors, employees and agents, or the Client's contractors, or due to any contingency beyond Cornerstone's control as provided in Section 5.

7. Right of Entry

7.1 Unless otherwise agreed in writing, the Client shall furnish and/or secure right of entry to the Site described in the proposal for Cornerstone personnel and equipment in order for Cornerstone to perform the Work. The Client shall waive any claim against Cornerstone, its officers, directors, employees, agents and/or subcontractors and agree to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors from any claims arising from entry onto the Site which is the subject of the Work.

7.2 The Parties acknowledge and agree that although Cornerstone will take reasonable precautions to minimize damage to property, including landscapes, hardscapes, crops and underground utilities, any and all damages, losses or expenses which could result from damage to such property due to Cornerstone's performance of the Work under this Agreement shall be the sole and exclusive responsibility of the Client provided that such damages, losses or expenses are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein. The Client shall indemnify, defend and hold harmless Cornerstone, its officers, directors, employees, agents and/or subcontractors from any damages, losses or expenses including, without limitation, attorney's fees, sustained or incurred by Cornerstone, its officers, directors, employees, agents and/or subcontractors as a result of any and all claims arising out of any damage to subsurface utilities due to Cornerstone's performance of the Work under this Agreement, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

8. Monitoring of Construction

8.1 The Client acknowledges and understands that unanticipated or changed conditions may be encountered during construction. There is a substantial risk to the Client and to Cornerstone if Cornerstone is not engaged to provide complete services, including but not limited to, construction observation services. Such risks include the increased likelihood of misinterpretation of Cornerstone's findings and conclusions and error in implementing recommendations by Cornerstone. If Client fails to retain Cornerstone to provide complete services, the Client agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Cornerstone, its officers, partners, employees and Cornerstones from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the Work or arising out of implementing or interpreting Cornerstone's work product except when the Claim arises from the sole negligence of Cornerstone or where the Claim arises from the willful, wanton or reckless conduct of Cornerstone.

8.2 Cornerstone shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents.

8.3 Cornerstone shall not be responsible for the acts or omissions of any contractor or subcontractor or any of the contractors' or subcontractors' agents or employees or other persons performing any work on the Project.

9. Changed Conditions

9.1 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Cornerstone are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Cornerstone may call for renegotiation of appropriate portions of this Agreement. Cornerstone shall notify the Client of the changed conditions necessitating renegotiation, and Cornerstone and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

10. Jobsite Safety

10.1 Neither the professional activities of Cornerstone nor the presence of Cornerstone or its employees, subconsultants and subcontractors shall relieve the Client or the Client's General Contractor of its obligations, duties and responsibilities, including, but not limited to, health and safety programs. Cornerstone and its personnel have no authority to exercise any control over the site or any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client acknowledges and agrees that Cornerstone shall not be responsible for jobsite safety.

11. Hazardous Materials and Environmental Contamination

11.1 The Client hereby warrants that if it knows or has any reason to assume or suspect that hazardous or toxic substances, or any other type of environmental hazard, contamination or pollution may exist at the Site, the Client will immediately inform Cornerstone to the best of the Client's knowledge of such hazardous or toxic substances, environmental hazard, contamination or pollution's type, quantity and location.

11.2 Cornerstone, its officers, directors, employees, agents and/or subcontractors shall have no title to, ownership of, or legal responsibility and/or liability for any and all contamination at the Site, including, but not limited to, the groundwater thereunder. "Contamination at the Site" includes but is not limited to any hazardous or toxic substance, or any other type of environmental hazard, contamination or pollution present at or under the Site, including, but not limited to the ground water thereunder, which is not brought onto the Site by Cornerstone, its officers, directors, employees, agents and/or subcontractors.

11.3 Cornerstone and the Client agree that the discovery of unanticipated Contamination at the Site may constitute a changed condition mandating renegotiation and/or termination of this Agreement. Cornerstone and the Client agree that the discovery of unanticipated Contamination at the Site may make it necessary for Cornerstone to take immediate measures to protect the public health, safety and the environment. The Client agrees that Cornerstone may take any or all measures that in Cornerstone's professional opinion are justified to preserve and protect the health and safety of Cornerstone's personnel, the public and the environment, and the Client agrees to compensate Cornerstone for the cost of such services.

11.4 The Client agrees to indemnify, defend and hold harmless Cornerstone, its officers, directors, employees, agents and/or subcontractors from any and all damages, losses or expenses, including, but not limited to, reasonable attorney's fees and legal costs connected therewith, liabilities, penalties and fines sustained by Cornerstone, its officers, directors, employees, agents and/or subcontractors as a result of any and all claim with respect to and arising out of any and all Contamination at the Site, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

11.5 Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring is advanced or drilled through a contaminated area into a clean soil or water-bearing zone. Because of the risks posed by such work, and because subsurface sampling is often a necessary part of Cornerstone's Work, the Client hereby agrees to waive all claims against Cornerstone, its officers, directors, employees, agents and/or subcontractors with respect to and arising out of any and all subsurface sampling, including but not limited to claims relating to cross-contamination occurring because of such subsurface sampling, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

12. Disposal of Samples and Drill Cuttings

12.1 Unless mutually agreed in writing by the Parties as provided in Subsection 1.1 herein, Cornerstone shall hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection. Drill cuttings and waste materials will be left on-Site. In the event that soil, rock, water, drill cuttings and/or other samples or materials are contaminated or are suspected to contain hazardous materials or other toxic substances hazardous or detrimental to public health, safety or the environment as defined by federal, state or local law, Cornerstone will, after completion of testing, notify the Client of the same in order for the Client to arrange for the disposal of the samples and/or materials. The Client recognizes and agrees that Cornerstone at no time assumes title to said samples and/or materials, and that the Client is responsible for the disposal of such samples and/or materials. The Client agrees to pay all costs associated with any storage, transport and/or disposal of samples and/or materials, and to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors from any and all claims arising out of or in any way related to the storage, transport and/or disposal of asbestos, hazardous or toxic substances, and/or pollutants, including but not limited to any samples and/or materials.

13. Use and Ownership of Documents

13.1 All reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents and instruments prepared by Cornerstone as instruments of service shall remain the property of Cornerstone. Cornerstone shall retain all common law, statutory and other reserved rights, including copyright thereto. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents prepared by Cornerstone without obtaining Cornerstone's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against Cornerstone and to release Cornerstone from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the

fullest extent permitted by law, to indemnify and hold harmless Cornerstone from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes.

The Client agrees that all reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents and other services furnished to the Client or its agents and/or employees by Cornerstone, which are not paid for, shall be immediately returned upon demand and may not be used by the Client for any purpose. Any reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents, advice or opinions provided by Cornerstone to the Client as part of the Work are provided for the sole and exclusive use of the Client for specific application to the Site detailed in this Agreement. Any third party use of any drafts, reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents, advice or opinion of Cornerstone is the sole responsibility of the Client.

14. Insurance

14.1 Cornerstone, its officers, directors, employees and agents have and shall maintain during the term of this Agreement insurance in the following types: (a) Worker's Compensation Insurance; (b) Employer's Liability Insurance; (c) Commercial General Liability Insurance (GLI); and (d) Professional Liability Insurance.

14.2 Cornerstone shall, at the Client's request, provide the Client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and are maintained in force through the term of this Agreement. Any additional insurance policy or increase in the coverage of existing insurance required by the Client shall constitute an additional expense under this Agreement, and the Client shall reimburse Cornerstone for any additional premiums and costs incurred by Cornerstone in connection with obtaining such additional insurance.

15. Prevailing Wage Obligations

15.1 The Client shall notify Cornerstone in writing if the Work contemplated by this Agreement constitutes a "public work" under any and all federal, state and/or local prevailing wage laws, and/or living wage laws, including but not limited to the Davis-Bacon Act and the provisions of California Labor Code §§ 1720 *et seq.* In addition, the Client shall notify Cornerstone if Cornerstone is obligated by statute, any public contracting authority and/or a developer to pay prevailing wages and benefits and/or any predetermined wages or benefits (collectively, "prevailing wage obligations"). In the event that Cornerstone must adhere to federal, state and/or local prevailing wage obligations for the Work performed, the Client shall provide Cornerstone with any and all prevailing wage determinations applicable to the Work to be performed under this Agreement. Any prevailing wage obligations might affect the payment terms contemplated by this Agreement and thus constitute a changed condition mandating renegotiation and/or termination of this Agreement. The Client understands and agrees that Cornerstone will rely on the representations made by the Client with regard to prevailing wage obligations and the Client agrees to indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from Cornerstone's reliance upon the Client's representations regarding prevailing wage obligations.

16. Limitations—THIS CLAUSE LIMITS CORNERSTONE'S LIABILITY

16.1 Cornerstone shall not be responsible for the validity or accuracy of data collected by others or for interpretations made by others.

16.2 Cornerstone's relationship with the Client under this Agreement shall be that of an independent contractor. Nothing in this Agreement shall be construed to designate Cornerstone, its officers, directors, employees, agents and/or subcontractors as employees, agents, joint ventures or partners of the Client. Cornerstone shall have no authority to bind, commit or obligate the Client in any manner and shall not hold itself out to third parties as being capable of doing so.

16.3 The Client and Cornerstone have discussed the risks and rewards associated with this project, as well as Cornerstone's fee for services. After negotiation, the Client and Cornerstone have expressly agreed to allocate certain of the risks so that, to the fullest extent permitted by law, the total aggregate liability of Cornerstone, its officers, directors, employees, agents and subcontractors to the Client and all third-parties is limited to $50,000 or the amount of Cornerstone's fee, whichever is greater, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include but are not limited to Cornerstone's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. In no event shall Cornerstone, its officers, directors, employees, agents and/or subcontractors be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as but not limited to delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

16.4 Notwithstanding any other provision of this Agreement , the total aggregate liability of Cornerstone, its officers, directors, employees, agents and subcontractors to the Client and all third parties, including attorney's fees awarded pursuant to this Agreement, for claims, damages or losses arising out of the treatment, transport, storage, discharge, dispersal or release of hazardous materials, shall be limited to $50,000 or the amount of Cornerstone's fee, whichever is greater and regardless of the legal theory under which liability is imposed.

16.5 For an additional 5% of Cornerstone's total fee or $500, whichever is greater, Cornerstone will raise the limitation of liability up to the amount that actually would be paid by Cornerstone's insurance carriers if Client and Cornerstone initial below:

LIMITATION INCREASE: THE LIMITATION OF LIABILITY IS INCREASED TO THE ACTUAL AMOUNT PAID BY CORNERSTONE'S INSURANCE CARRIERS IN EXCHANGE FOR AN ADDITIONAL FEE OF 5% OF THE TOTAL SERVICE CHARGE OR $500, WHICHEVER IS GREATER.

_____	_____	_____	_____
Client's Initial	Date	Cornerstone's Initial	Date

16.6 The Client shall indemnify, defend and hold harmless Cornerstone and its officers, directors, employees, agents and subcontractors from any and all damages, losses, or expenses, included but not limited to reasonable legal expenses and attorney's fees connected therewith, sustained by Cornerstone, its officers, directors, employees, agents and subcontractors as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage, statutory penalty and/or personal injury with respect to and arising out of the Client's negligent acts, omissions or material breach of this Agreement. In the event a claim is the result of joint negligent acts or omissions of the Client and Cornerstone, the Client's duty of indemnification shall be in proportion to its respective allocable share of the joint negligence.

16.7 Client acknowledges and agrees that in no event shall any action or proceeding be brought against Cornerstone or proceeding be brought against Cornerstone by Client or its assignees for any claim or cause of action arising from or in any way related to the Work or this Agreement unless such action or proceeding is commenced within three (3) years from the Date of Completion of Work provided by Cornerstone under this Agreement. The Date of Completion shall be the date of the final invoice for the Work performed under this Agreement.

16.8 If Client requests that Cornerstone's work product be relied upon by a third party, including, but not limited to a lender, Client agrees to provide the third party with a copy of these terms and conditions, and Client agrees to require said third party to agree to limit Cornerstone's total liability to Client and any third party as described in paragraph 16.4 and Client agrees to indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from third party claims, damages, costs and losses arising our of or in any way related to Work.

17. Disputing Cornerstone's Performance

17.1 Except as provided in Section 6 and Subsection 17.2 herein, if Cornerstone shall breach any provision herein, the Client shall notify Cornerstone within five (5) business days of the Client's knowledge of such breach. Except as provided in Subsections 17.3 herein, upon receipt of the Client's notice, Cornerstone shall have the option to take such corrective measures, if any, to remedy the breach, and shall notify the Client within five (5) business days after receipt of the

Client's notification of the corrective measures Cornerstone shall take and the estimated time period within which the corrective measures shall be taken. In no event shall Cornerstone be liable to the Client for any damages without being given a reasonable opportunity to remedy its breach as provided herein.

17.2 The Client shall make no claim for professional negligence unless the Client has first provided Cornerstone with a written certification executed by an independent Consultant currently practicing in the same discipline and locality as Cornerstone and licensed in the State of California. This certification shall (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard care for a Cornerstone performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to Cornerstone no less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation, arbitration or judicial proceeding.

17.3 Cornerstone agrees that upon receipt of written notice from the Client pursuant to Subsection 17.2 herein it will implement necessary corrections to the Work performed by Cornerstone that fails to conform to the standard of care that Cornerstone has accepted pursuant to Subsection 4.1, as mutually agreed in writing by the Parties as provided in Subsection 1.1. herein, if such written notice is received within one (1) year of the performance of the Work failing to conform to Subsection 4.1. If Cornerstone has been paid by the Client for such Work, Cornerstone shall perform the corrections at its own expense. If Cornerstone has not been paid by the Client for such Work, and the Work is subsequently corrected to conform with the standard of care that Cornerstone has accepted pursuant to Subsection 4.1, the Client shall pay Cornerstone in accordance with Section 3 herein.

17.4 In no event shall Cornerstone, its officers, directors, employees, agents and/or subcontractors be liable for any special, incidental or consequential damages, such as but not limited to delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power, or any other incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from Cornerstone's performance or failure to perform the Work in accordance with the standard of care that Cornerstone has accepted pursuant to Subsection 4.1.

18. Termination

18.1 Cornerstone shall have the right to terminate this Agreement ten (10) business days after written notice is sent to the Client if (a) the Client fails to pay any of Cornerstone's undisputed invoices within sixty (60) days from the date of the invoice; or (b) Cornerstone's attached proposal and/or the Work was based upon misinformation, whether by the Client or a third party, or upon information not fully disclosed to Cornerstone, whether by the Client or a third party.

18.2 Except as provided for in Section 6, and after compliance with Section 17, the Client shall have the right to terminate this Agreement ten (10) business days after written notice is sent to Cornerstone if Cornerstone fails to comply in any material respect with any of the material provisions herein and subsequently fails to notify the Client pursuant to Subsections 17.1 and 17.3 of the corrective measures Cornerstone intends to take.

18.3 The termination of this Agreement by Cornerstone under Subsection 18.1 herein, or by the Client under Subsection 18.2 herein, shall not relieve the Client of its obligations to pay Cornerstone for any of the Work performed and expenses incurred as of the date of termination, and shall not constitute a waiver by Cornerstone or the Client of any cause of action for breach of this Agreement or any provision herein.

19. Aerial Drone and GPS Services

19.1 Aerial drone or global positioning system hand-held meters (gps) technology can provide data both more quickly and relatively accurately as it relates to property conditions and construction issues at the project. Cornerstone may utilize "unmanned aerial vehicles" (*UAVs*) or gps to assist its personnel in providing information to Client about the project. However, Cornerstone does not utilize such data and does not intend Client to infer that such data could be used to replace or to perform in–lieu of a site survey performed by a licensed civil engineer or licensed land surveyor. Although the mapping data can be relatively accurate, especially when calibrating to known onsite surveyed (*controlled*) points provided by the project civil engineer/land surveyor, the accuracy of such data cannot be guaranteed, and such data is strictly intended for use by Cornerstone as part of their investigation. Client agrees not to rely, use, disseminate, or otherwise share such data provided through Cornerstone's use of UAVs or gps with third parties unless expressly authorized in writing by Cornerstone or to comply with legal mandates. The level of accuracy and data should not be used for anything beyond informational purposes only relating to site grading or construction activities or tasks Cornerstone agrees to undertake in writing pursuant either to this Agreement and/or any amendment thereto.

19.2 Client expressly acknowledges and understands that the process of locating any fixed works designed by a civil engineer or determining alignments or elevations is required by California law to be performed by, or under the responsible charge of, persons licensed to perform land surveying by the State of California. Client agrees and understands that data acquired by Cornerstone through the use of UAVs or gps cannot be used for locating fixed works designed by a civil engineer, determining alignments or elevations, or performing other tasks that a licensed civil engineer and/or land surveyor must perform. Client agrees to defend, indemnify, and hold harmless Cornerstone from any and all claims, liabilities, and damages arising out of and/or relating to any third party's use and/or misuse of data gathered by Cornerstone through the use of UAVs for any purpose other than what Cornerstone describes in writing to Client. Client expressly acknowledges that data gathered by Cornerstone through the use of UAVs and gps does not represent either a topographical survey and/or an overlay of a boundary on an orthogonally rectified photo, and such work product must be prepared and certified by a licensed civil engineer and/or land surveyor.

20. CADD Files

20.1 In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Cornerstone, Client agrees that all such drawings are instruments of professional service by Cornerstone, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by Cornerstone to the Client are submitted for an acceptance period of 60 days. Any defects the Client discovers during this period will be reported to Cornerstone and will be corrected as part of Cornerstone's Scope of Services. The Client further agrees not to use these drawings and data, in whole or part, for any purpose or project other than the project which is subject of this Agreement. The Client agrees to waive all claims against Cornerstone resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than Cornerstone. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Cornerstone harmless from any damage, liability, or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Cornerstone or from any reuse of the drawings and data without the prior written consent of Cornerstone.

21. Miscellaneous Provisions

21.1 "Indemnity" Defined. The term "indemnify" shall mean indemnify, defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and all legal costs incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including death or economic losses, arising out of the item, matter, action or inaction specified in the specific provision.

21.2 Choice of Counsel. In any circumstance whereby Cornerstone is entitled to indemnification by the Client, Cornerstone shall have the right to select counsel of its choosing.

21.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns as provided herein. The Client shall not assign, sell, transfer or subcontract this Agreement or any interest herein without the prior written consent of Cornerstone. Cornerstone shall not assign, sell, transfer or subcontract this Agreement or any interest herein without the prior written consent of the Client. The Client hereby consents to the subcontracting of those portions of the Work as the attached proposal herein indicates are or will be subcontracted. Notwithstanding the above, Cornerstone shall have the right to assign monies due hereunder for the Work performed and expenses incurred.

21.4 Third Party Beneficiaries. The Parties agree that this Agreement is not intended by either Cornerstone or the Client to give any benefits, rights, privileges, actions or remedies to any person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of law, that is not a signatory to this Agreement.

21.5 Survival. In order that the Parties may fully exercise their rights and perform their obligations arising from the performance of this Agreement, any provisions of this Agreement that are necessary to ensure such exercise or performance shall survive the termination of this Agreement.

21.6 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any federal, state or local law having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

21.7 Choice of Law and Venue. This Agreement shall be governed by California law. The venue for any legal action brought pursuant to this Agreement shall be located within the County of Santa Clara, State of California.

21.8 Publicity. Unless otherwise mutually agreed in writing by the parties as provided in Subsection 1.1, Cornerstone may use and publish the Client's name and a general description of Cornerstone's services with respect to the Work in describing Cornerstone's experience and qualifications to other clients or prospective clients.

21.9 Signatories. Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.

21.10 Corporate Protection. It is intended by the parties to this Agreement that Cornerstone's services in connection with the Work shall not subject Cornerstone's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Cornerstone, a California Corporation, and not against any of Cornerstone's individual employees, officers or directors.

21.11 Code Compliance. Cornerstone shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations as of the date of this Agreement.

21.12 Quotation. Unless stated in writing, this quotation shall not remain in effect after thirty (30) days of the Proposal date.

21.13 Contractors State License. Cornerstone maintains a General Engineering A license (No. 905816) with a Hazardous Substances Removal and Remedial Actions Certification with the State of California, which are regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

Prevailing Wage Hourly Fee Rates and Equipment Charges

Through December 31, 2025

Professional Staff	
Staff	$199
Senior Staff	$227
Project Manager	$250
Senior Project Manager	$273
Principal	$315
Senior Principal	$350

Construction and Support Staff	
Administrative Assistant	$125
Engineering Technician I	$199
Construction Services Administrative	$160
Engineering Technician II	$199
Technical Illustrator	$180
Supervisory Technician	$199
Senior Supervisory Technician	$210

Professional Technical Staff includes Engineers, Geologists, Hydrogeologists, Chemists, and Scientists. Charges for personnel will be made in accordance with the above rates. For field personnel, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment Charges	
Vehicle	$31 per hour
Nuclear Density Gauge	$13 per test
GPS Unit	$100 per day
Hand Auger Equipment	$100 per day
Dust Meter (3)	$475 per day, $1,475 per week, $4,125 per month, cellular connectivity $515 per month per meter
PID ppm_v / 4 Gas Meter	$140 per day, $600 per week, $2,000 per month
PID ppb_v	$180 per day, $650 per week, $2,200 per month
Weather Station	$100 per day, $250 per week, $740 per month
Benkelman Beam	$175 per day, $750 per week, $2,800 per month
Double Ring Infiltrometer	$100 per day
Dynamic Cone	$100 per day
Pressure / Velocity Gauge	$90 per day, $300 per week, $600 per month
VIMS Blower Equipment	$350 per day
Depth Sounder	$50 per day
ADMP Monitoring Kit (1)	$150 per day, $360 per week, $840 per month
Liner and Two Caps	$12 each
Core N One Sampler	$50 each triplicate sample
Modeling Software	$25 per hour
Drone	$250 per day

Geotechnical Laboratory Tests	Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Compaction Curve	$370 each	$555 each
Compaction Check Point	$190 each	$285 each
Plasticity Index	$270 each	$405 each
Sieve/Hydrometer	$270 each	$408 each
Moisture Content	$10 each	$12 each
Moisture/Density	$35 each	$53 each
- #200 Wash	$70 each	$80 each
Sieve < ¾ inch Liner (small)	$150 each	$225 each
Sieve > ¾ inch Bucket (Large)	$225 each	$330 each
Lime Stability	$400 each	$600 each
Consolidation	$450 each	
Soil Corrosion Testing	$250 each	$375 each

Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants
2) Rented vehicles, public transportation, tolls, and air flights
3) Permits and special fees, insurances and licenses required to perform Work
4) Computer programs and rented field equipment
5) Large volume copying of project documents
6) Maps, photographs, and environmental databases
7) Overnight or same day delivery charges
8) Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, $175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at $100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment

Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage

Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws.

CORNERSTONE EARTH GROUP

Expertise: Construction Services

Cornerstone Earth Group works closely with you, your design team, and your general contractor to help keep your project on schedule and on budget during construction. From plan reviews to field observation and testing services, our experienced engineers, geologists, construction managers and engineering technicians will provide the oversight needed to deliver value-added services that help meet your construction requirements. In addition, our construction staff works diligently to help obtain the appropriate level of testing and documentation to keep your project in compliance with public agency requirements.

Our Principal Engineers are accustomed to anticipating problems during construction and work proactively to help avoid them. If problems do arise during construction, we develop responsive, practical and cost-effective solutions to keep your project on track. As with any construction project, we understand that occasionally you may have urgent needs and we are accustomed to these demands. Our field staff is in constant communication with our office, and the needs of our clients' projects are constantly being reviewed and re-scheduled each day, as projects require. For a successful construction project, put Cornerstone Earth Group's experienced professionals to work for you.

- Foundation Observation
- Earthwork Observation / Testing
- Erosion Control Assessment
- Utility Trench Backfill Testing
- Pavement Testing
- Laboratory Testing Services
- DSA Approved LEA No. 245
- AASHTO RE:Source Accredited R18, D3740 (Soil)
- Retaining Wall Backfill Testing
- Excavation Shoring / Dewatering Consultation
- Recycled Materials / Sustainable Design Input (LEED)
- Driven Pile Observation / Analysis
- Drilled Pier Observation / Analysis
- Ground Improvement Observation / Analysis
- Slope / Landslide Mitigation
- Value Engineering Consultation
- Soil Stabilization / Chemical Treatment Recommendations
- Piezometer Installation and Monitoring
- Inclinometer Installation and Interpretation
- Floor Level Surveys



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Lafayette Office: 3697 Mt. Diablo Boulevard, Suite 310, Lafayette, CA 94549 | T 925 988 9500
For more information contact Ron Massone, Senior Principal, Construction Services: rmassone@cornerstoneearth.com
cornerstoneearth.com

CORNERSTONE EARTH GROUP

Expertise: Environmental Services

Cornerstone Earth Group will help you achieve your goal, whether it is the redevelopment of a brownfield property, expansion of an existing facility, development of infrastructure, or acquisition of a real estate portfolio. We are recognized as one of the more innovative and successful firms in developing creative approaches to cost-effectively mitigate environmental issues. We achieved this reputation based on our extensive local experience, practical skills in assessing properties, familiarity and long-term successful relationships with local regulatory agencies, and, most importantly, learning about your needs.

Once environmental conditions are understood, we help you compare environmental liabilities with your redevelopment plans, providing you the information needed to make an educated decision about your investment. We help minimize the technical and regulatory complexities through strategic solutions that fuse technical expertise with creativity and practicality. For simple to complex environmental liabilities and risks, rely on Cornerstone Earth Group's team of professionals to add value to your plans.

- Phase I Environmental Site Assessments
- Preliminary Endangerment Assessments
- Phase II Soil, Soil Vapor and Ground Water Quality Investigations
- Soil Profiling for Import and/or Export
- Soil Vapor Intrusion Evaluations
- Indoor Air Monitoring
- Vapor Mitigation Design
- Contaminant Fate and Transport Modeling
- Aquifer Pump Tests
- Well Design and Installation
- Geophysical Surveys
- Human Health Risk Assessments
- Remediation Design and Implementation Services
- Soil Management Plans
- Dust Monitoring during Construction



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CORNERSTONE EARTH GROUP

Expertise: Geotechnical Engineering Services

Cornerstone Earth Group integrates geotechnical engineering, engineering geology, earthquake engineering and construction services to facilitate cost-effective site selection and design of project improvements including foundations, retaining structures, pavements, shoring, site earthwork, site mitigation, and utility installation. Our Principal Engineers' experience, technical capabilities and construction expertise allow us to develop practical design solutions to meet your project requirements. We tailor our services by listening to you and your design team, and sharing our experience with you.

We understand the importance of clear and concise communication and of maintaining a consistent project team during the design and construction phases to keep projects on schedule and on budget. For every dollar you spend on our design services, our goal is to save you ten dollars in construction. You can depend on Cornerstone Earth Group to provide intelligent geotechnical engineering solutions that add value to your project.

- Foundation Investigations
- Site Selection / Due Diligence Investigations
- Geologic Hazards Clearance
- Earthquake Engineering
- Seismic Evaluations and Site Response Spectra
- Liquefaction Analysis
- Slope Stability Seismic Hazard Analysis
- Pavement Design, Evaluation, and Repair Recommendations
- Excavation Shoring / Dewatering Consultation
- Utility Installation / Microtunneling Recommendations
- Earthwork Recommendations
- Retaining Wall Recommendations
- Structural Soil Recommendations
- Sustainable Design Input
- Levee Design, Evaluation, Review Services
- Soil and Rock Mechanics
- Field and In-situ Testing
- Laboratory Testing Services
- DSA Approved LEA No. 245
- AASHTO RE: Source Accredited R18, D3740 (Soil)



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For more information contact Erin Steiner, Senior Principal Engineer: esteiner@cornerstoneearth.com
www.cornerstoneearth.com

CORNERSTONE EARTH GROUP

Expertise: Public Educational Facilities

Cornerstone Earth Group, Inc. (Cornerstone) integrates environmental consulting, geotechnical engineering, engineering geology, and construction services into a single, client-focused team to facilitate cost-effective site selection, project design and site development. With over 200 years of combined Principal experience, we will help keep your project on target, and help you achieve your goals cost-effectively and quickly. Our expertise and technical capabilities for public educational facilities have been instrumental in the planning, design and construction of over 600 public K-12, community college and charter school projects throughout the greater San Francisco Bay Area. Our value-added services include environmental consulting, geotechnical investigations, geologic hazards evaluations and geotechnical observation and testing during construction for new facility construction, modernization projects and seismic retrofits.

Cornerstone's knowledge of local and state agency requirements with public educational facilities has enhanced our ability to move projects through regulatory and design review quickly. We have a proven track record of providing design and construction recommendations that are in accordance with California Geologic Survey (CGS) – Note 48, California Building Code (CBC), and Office of Regulatory Services (ORS) of the Division of the State Architect (DSA) and California Education Code for new construction or modernization with state funding. Additionally, Cornerstone is DSA accredited for inspection and testing of soils (LEA No. 245).

Services Include:

- Phase I Environmental Site Assessment
- Preliminary Endangerment Assessment
- Phase II Soil, Soil Vapor, and Ground Water Evaluations
- Soil Import and Export Evaluations
- Site Feasibility and Selection
- Geotechnical Investigation
- Geologic Hazards Evaluation
- Foundation Engineering
- Earthquake Engineering
- Liquefaction Analysis
- Expansive Soils Analysis
- Soil Stabilization
- Pavement Design and Evaluation
- Retaining Structures
- Drone Panoramic Videos, Orthophotos and Orthomosaic Maps
- Construction Observation and Testing
- Coordination with Regulatory Agencies (including DSA, CGS, DTSC)

"Thanks again for your excellent work, you helped save a school" **— Head of School, Ceiba College Preparatory Academy**



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