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

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

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

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

OPEN SESSION — 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION – 6:00 p.m.

1. 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

2. Conference with Labor Negotiators (Government Code § 54957.6)
   - Agency Designated Representative: Assistant Superintendent of Human Resources and Student Services
   - Employee Organization: Classified School Employees Association Chapter 197

3. To consider the appointment of one (1) public employee to the position of Assistant Superintendent of Teaching and Learning, in accordance with Government Code § 54956

4. To consider the appointment of one (1) public employee to the position of Assistant Superintendent of Student and Family Services, in accordance with Government Code § 54956

5. To consider the appointment of one (1) public employee to the position of Director of School Leadership, in accordance with Government Code § 54956

6. To consider the appointment of one (1) public employee to the position of Director of Talent Strategy, in accordance with Government Code § 54956

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by Zachary Emmanuel Brevner, 5th-grade student at Spruce Elementary 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. Recognition for outgoing Student Trustee Harsana

b. Other

c. 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/BoardMeeting05082025 beginning at 3:00 p.m. on Monday, May 5, until 3:00 p.m. on Thursday, May 8. 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:
Spruce Elementary School

Principal Angelica Garduno-Fletes will present the educational priorities and programs at Spruce Elementary School.

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.

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1. ADMINISTRATION	
a. Minutes of the April 10, 2025 Board meeting.	1 – 41
b. Minutes of the April 11, 2025 Bylaws meeting.	42 – 43
c. Proposed Board of Trustees' meeting calendar for the 2025-26 school year.	44 – 45
2. EDUCATIONAL SERVICES	
a. SSFHS Staff travel to attend the AVID Summer Institute in San Diego, CA, July 29 – August 1, 2025.	46 – 47
b. Graduates – Baden HS, ECHS, SSFHS, and Adult Ed.	48
3. HUMAN RESOURCES	
a. Classified Personnel Assignment Order.	49
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a. Gifts to the District.	50 – 51
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c. Fresh Produce RFP rollover for 2025-26.	54 – 55
d. Commercial Foods and Supplies RFP rollover for 2025-26.	56 – 57
e. Processed USDA Foods RFP rollover for 2025-26.	58 – 59

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PUBLIC HEARING

In accordance with California Government Code Section 3547, prior to commencing labor negotiations, all initial proposals of exclusive representatives and of public-school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public-school employer and thereafter shall be public records. The South San Francisco Unified School District ("District") and the Classified School Employees Association Chapter 197 ("CSEA") will be negotiating a successor collective bargaining agreement ("successor agreement") for the 2025-2026 term. 60

CSEA Initial Proposal
At the last public meeting on March 27, 2025, the CSEA has submitted its initial proposal to the Board of Trustees and the District to reopen negotiations for the successor agreement, and CSEA representatives will present its initial proposal for information and discussion. Following the presentation, a public hearing will be conducted to provide an opportunity for members of the public to comment on CSEA's initial proposal.

SSFUSD Initial Proposal 61
At the public meeting on May 8, 2025, the District will submit its initial proposal to the Board of Trustees and the CSEA, and the Assistant Superintendent of Human Resources and Student Services will present the District's initial proposal for information and discussion. Following the presentation, a public hearing will be conducted to provide an opportunity for members of the public to comment on the District's initial proposal.

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

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ACTION

1. **HUMAN RESOURCES**

a. **Approval of Agreement with the San Mateo County Superintendent of Schools for the SMCOE/Alder GSE Residency Program** 62 – 67

Staff recommends the approval of an agreement with the San Mateo Superintendent of Schools for the SMCOE/Alder Graduate School of Education Teacher Residency Program Agreement for the 2025-26 school year.

b. **Adoption of the Tentative Agreement between SSFUSD and SSFCTA for the 2025-2028 term, and approve the corresponding Public Disclosure AB 1200** 68 – 109

Staff recommends the adoption of the Tentative Agreement between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association for the 2025-2028 term, and approval of the corresponding Public Disclosure under AB 1200.

c. **Approval of Agreement Renewal with EveryDay Labs Attendance Software** 110 – 120

Staff recommends the renewal of an annual subscription to the EveryDay Labs Attendance Software, a web-based platform which provides real-time analysis of attendance trends and patterns at the District, school, and student levels for the 2025–26 school year.

d. **Approval of Contract with Effective School Solutions** 121 – 157

Staff recommends the approval of the contract with Effective School Solutions to provide substance use prevention services for the 2025–26 school year.

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2. BUSINESS SERVICES

a. Approval of Selected Firms for the Lease-Leaseback Preliminary and Construction Services Pool Measure T Bond Program 158 – 159

Staff recommends approval of the selected firms through the Request for Qualifications (RFQ) process for the creation of the Lease-Leaseback Preliminary and Construction Services Pool on behalf of the Measure T Bond Program and the Facilities Department.

b. Approval of Agreement with Bartos Architecture 160 – 176

Staff recommends approval of an agreement with Bartos Architecture for Architectural & Engineering services on the Modular Office project at the District Office in the amount of $65,100.00.

c. Approval of Agreement with Pinelli Construction Inspection Inc. 177 – 205

Staff recommends the approval of an agreement with Pinelli Construction Inspection Inc. for Inspector of Record services for the El Camino High School Central Kitchen and Cafeteria Project and the Westborough Middle School Field and Pavement Improvements Project, in the amount of $177,320.00.

d. Approval of Agreement with Eichler Associates, Inc. 206 – 250

Staff recommends the approval of an agreement with Eichler Associates, Inc. for commissioning services for the El Camino High School Central Kitchen and Cafeteria Project, in the amount of $30,350.

e. Approval of Agreement with ISI Inspection Services, Inc. 251 – 285

Staff recommends the approval of an agreement with ISI Inspection Services Inc. for special inspection services for the El Camino High School Central Kitchen and Cafeteria Project and the Westborough Middle School Field and Pavement Improvements Project, in the amount of $102,687.86.

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f. Contract Award to Wickman Development & Construction Inc. 286 – 287

Staff recommends awarding the contract for El Camino High School Building J alterations to the lowest responsive and responsible bidder, Wickman Development & Construction, Inc., in the amount of $585,000.

g. Approval of Amendment #1 to Alten Construction Agreement for El Camino High School Central Kitchen and Cafeteria Project 288 – 299

Staff recommends approval of Amendment #1 to the Site and Facilities Lease Agreements with Alten Construction to incorporate the Guaranteed Maximum Price (GMP) for the El Camino High School Central Kitchen and Cafeteria Project. This amendment reflects an additional cost of $10,282,036.00, bringing the total GMP to $10,692,036.00.

h. Adoption of Resolution No. 25 – 43 Authorizing a Technology Contract Under PCC 20118.2 for Measure T Project Management Software Implementation 300 – 303

Staff recommends the adoption of Resolution No. 25-43, authorizing a technology contract under Public Contract Code Section 20118.2 to support implementation of the Measure T Bond Program's project management software.

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

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

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' Regular Meeting of 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.

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

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. Pallitto introduced Kali Macalino, 8th-grade student at Alta Loma Middle School and Student Body President. Kali was recognized for her leadership, involvement in multiple school activities including the National Junior Honor Society and Leadership, and for being a respectful, kind, and model student. She was also acknowledged for her aspirations in wrestling and her representation of both her school and family with pride.

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 reported that, in accordance with Government Code section 54957 and in reference to Closed Session Agenda Item Number One, Public Employee Discipline/Dismissal/Release, the Board unanimously voted to release one certificated administrator in accordance with Education Code section 44951.

F. REVIEW OF AGENDA – None

G. PTA COUNCIL REMARKS

John Baker, Alta Loma PTA Treasurer, shared updates on PTA activities across the district. He thanked Mr. O and Trustee Murray for attending a recent council meeting and highlighted concerns from PTA leaders about the Los Cerritos relocation, urging the district to involve affected families in a transparent and inclusive process. He noted upcoming science festivals, restaurant nights, and school events like Sunshine Gardens' fun run and South City High's Mamma Mia production. Baker also highlighted Alta Loma PTA's successful Turkey Trot fundraiser, which covered the year's expenses and supported teacher grants, student events, cultural programs, and campus improvements. He praised the strong partnership between the PTA and school staff.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators – None

South San Francisco Classroom Teachers Association – Shari Giusti, President of the South San Francisco Classroom Teachers Association addressed the board with a spring-themed message, drawing attention to concerns within SSFUSD's financial priorities. She reminded the community that SSFUSD is a basic aid

district, meaning local property tax revenues exceed the minimum funding from the state, allowing the district to keep surplus funds. She questioned where the extra revenue, resulting from significant property tax growth is going, noting that actual reserves have reached $10 million, or 27% of the projected ending fund balance.

Giusti analyzed recent budget figures, pointing out that projected ending fund balances remain high over the next few years. She observed a significant drop in the percentage of expenditures going to certificated salaries and questioned large allocations such as $27 million for books and supplies and $40 million for services suggesting that these figures seem inflated compared to past spending and actual needs. She expressed skepticism about certain financial concerns listed by the district, including property tax litigation, STRS/PERS increases, and potential COVID variants or tariffs, which may not materialize. She argued that the district is not prioritizing its core mission, supporting students and staff despite its financial advantages. Giusti called out real, pressing issues such as overcrowded classrooms, teacher attrition due to salary issues, lack of follow-through on climate surveys and grievances, and inadequate responses to concerns about working conditions and student safety. She emphasized that educators have repeatedly provided feedback and solutions, but these have gone unheeded. Concluding her remarks, Giusti urged the board to take meaningful action, stating that while the district continues to accumulate reserves, teachers are burnt out and students are being underserved. She stressed that as a basic aid district, SSFUSD has the resources to make changes and should begin prioritizing the classroom, teacher retention, and student support.

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

Trustee Lam announced that the Bylaws Subcommittee, consisting of herself and Trustee Murray, will meet tomorrow at 1:30 p.m. at the district office. President Anthony added that the District Subcommittee on Facilities will meet next Thursday at 4:00 p.m. in the district boardroom.

K. SUPERINTENDENT'S REPORT

a. Other – None

L. STUDENT TRUSTEE REPORTS

1. Josephine Harsana, Spring Student Trustee and ASB President at SSFHS reported on recent campus activities. Before spring break, students enjoyed the "Day on the Green" carnival with games, food trucks, and a dunk tank featuring teacher volunteers. After break, students returned for the fourth quarter with active participation in spring sports baseball, badminton, swim, and boys' volleyball. Cheer tryouts for next year are scheduled for April 14–17, with an informational Zoom meeting beforehand. She congratulated the winter percussion team for placing first at the NCPA championship and shared that prom tickets are on sale, with prices increasing after Friday. The ASB commission is hosting an Inside Out-themed dodgeball tournament on April 18. AVID will hold its taco feed fundraiser on April 12 from 4:30–7:00 p.m. Environmental science students visited the Blue Line Transfer Station for a firsthand look at waste management. Harsana also promoted the school's spring musical, Mamma Mia, with shows running through Saturday. She ended by voicing strong support for CTA members, urging the board to prioritize fair compensation for teachers, emphasizing their vital role in shaping students and sustaining the school community.

2. Jamie Wong, Fall Student Trustee and ASB President at ECHS shared multiple updates. Over spring break, the Advanced Placement Dance team traveled to New York City, where they trained at Alvin Ailey and Broadway Dance Center, learning Vogue and Afro dance styles and working with industry professionals who have danced with major artists like Janet Jackson, Pink, and Harry Styles. They also attended Broadway shows, gaining insight into careers in the performing arts. Wong announced that APD auditions for next year's team will be held Friday, April 18. Their annual "Rhythm and Moves" dance show is coming up, with presale tickets available for $15 until April 30. CAASPP testing began this week for juniors and seniors, and she wished her classmates good luck. Wong invited everyone to the Senior Passion Project Expo on April 11 from 5–7 p.m. at El Camino's academic building, where seniors will present community-centered projects. She ended by echoing support for teachers, thanking them for their dedication and their lasting impact on students' lives as they prepare for graduation and beyond.

M. PUBLIC COMMENTS

Rosemary Bromann, a six-year teacher at Spruce Elementary and 24-year veteran educator, spoke passionately on behalf of her colleagues, urging the board to increase teacher salaries. She shared a quote from a fellow teacher expressing deep ties to the South San Francisco community, emphasizing how important the area is to their sense of family and belonging. Bromann highlighted the long-standing issue of low teacher pay, noting that after 24 years in education, she is only now earning what her college classmates made in their first year in other professions. She emphasized the high cost of living in the Bay Area, which far exceeds the district's highest teacher salary, making it nearly impossible for educators to buy homes or save without a second income. She shared her

personal struggles living with housemates from 2010 to 2021 just to afford housing for her and her sons and noted that many colleagues live with parents, rent small spaces, or commute long distances just to stay in the district they love. Her final point underscored the sacrifices teachers make to remain in a profession and a place they deeply care about.

Olivia Pogorelskin, a second-grade teacher at Buri Buri Elementary, spoke out about the issue of teacher salaries. Using a visual aid from the previous year, she emphasized that many teachers in the district are still classified as low-income according to San Mateo County standards. She explained that to reach middle-income status, a single-person household must earn over $109,700. Pogorelskin pointed out that it would take her 17 years in the district to reach that level, and 22 years for colleagues on a different salary column. Even worse, she noted that if she were a single parent, no amount of education or experience would allow her to move out of low-income status under current pay scales. Compared to last year's data, the situation has deteriorated, with some now never expected to break out of low-income status. She referenced new HR initiatives that encourage teachers to promote the value of working in the district, then questioned whether the salary data truly reflects those values. Pogorelskin closed by urging the district to live up to its reputation for bold change by making the boldest change yet and addressing teacher compensation.

Megan Connery, a teacher at El Camino High School, Megan Connery, and CTA secretary, addressed the board with concerns tied to teacher pay and retention. She shared that after 23 years in education, she earns $20,000 less than her 24-year-old daughter, who is a nurse. She highlighted ongoing issues with salary placement inaccuracies, citing problems related to how the district interprets Master's units and credentialing dates. Connery stressed that before recruiting new teachers, the district should first fix compensation and support issues for current staff. She also discussed her recent participation in a district staff focus group, which provided feedback on the strategic plan's first-year implementation. According to her, the sentiment among staff was largely negative, especially toward the "Portrait of a Graduate" initiative. She pointed out that most teachers had little to no involvement in shaping that vision, despite its wide adoption. Connery closed by urging the district to reconsider its spending priorities, suggesting that funds used for consultants and branding initiatives would be better spent on teachers.

Kate Espiritu-Gonzalez, the lead counselor at El Camino High School, shared her personal and professional struggles related to the cost of living and teacher pay in the district. As a first-generation Filipino woman and long-time resident of the area, she spoke about the challenge of staying in the community given the rising costs. She mentioned recently getting married and considering starting a family, but expressed concern over unpaid maternity leave and the financial difficulties that come with it. Espiritu-Gonzalez highlighted the pay disparity, noting that

neighboring districts pay counselors $30,000 more than her district, making it harder to stay. Despite losing her entire counseling team due to low pay, she chose to remain in the district out of love for the community. However, she acknowledged that the future stability of her team remains uncertain, as they, too, could leave for better opportunities elsewhere. She ended by emphasizing her deep connection to the community but pointed out that there is a limit to how long she can prioritize it over her own personal and family needs.

Melanie Bingham, a 31-year veteran teacher at Buri Buri, shared her heartfelt concerns about the low teacher salaries in the district. Having taught over 800 students, she expressed deep love for her job but pointed out the harsh reality that her salary places her in the lower economic class, despite her dedication and experience. She emphasized how teachers are undervalued compared to other professionals with similar education levels and noted that many educators in the district struggle to meet basic needs, often resorting to second jobs. This financial strain leads to burnout, high turnover, and talented teachers leaving the profession. Bingham urged the district to raise salaries, arguing that doing so would help retain experienced teachers, reduce stress, and boost motivation and passion in the classroom ultimately benefiting every student. She called for a ripple effect of positive change, starting with properly compensating educators for the critical role they play in shaping the future.

Nayeli Molina, a math teacher at El Camino High School, shared her personal experience with improper salary placement in the district. A South San Francisco native and graduate, Molina has been teaching in the district for six years and holds 77 post-bachelor's units, yet only 21 of those units are being recognized for salary placement. She pointed out that 56 of her units are disregarded simply because they were earned before her teaching credential was issued, a policy unique to this district. Molina explained that when she was hired in 2019, the process was explained differently and more favorably, and she noted the inconsistency even within the district, as some of her coworkers have had all their units counted. Molina compared her situation to peers in neighboring districts like SFUSD and San Mateo Union, where fewer units have qualified others for higher salary columns. She expressed frustration at being told she'd need to go back to school full-time for a year just to catch up, something she cannot do without considering leaving the district entirely. She concluded by urging the district to correct this inequity, emphasizing the need to value teachers fairly and pay them what they're owed.

Carney Skold, a nine-year teacher at South San Francisco High School and science department chair, spoke passionately about the urgent need to support teachers with fair compensation. He is teaching a new Emergency Medical Services (EMS) course next year that has already drawn over 170 student sign-ups, yet due to the ongoing teacher shortage, only a few will be able to enroll, as there aren't enough teachers to cover even biology classes. He shared that even

with 25% of staff working at 120% capacity, the district struggles to fill positions, describing it as if the “ground beneath his feet is eroding.” Skold has dedicated time to training peers and supporting the district, but noted with sadness that many of her talented colleagues have left for higher-paying jobs elsewhere, despite having deep roots in the community. As a department chair involved in hiring, he recounted the heartbreak of losing strong candidates because they can’t afford the pay cut or because their pre-credential units aren’t recognized, which disincentivizes them from joining the district. Skold, who is expecting his first child in June, ended his remarks by asking the board to support educators with wages that reflect their dedication and value, so the district can rebuild a strong, stable foundation for both staff and students.

Amy Lam-Bonilla, a parent of two children, a first grader and a hopeful TK (transitional kindergarten) student, spoke to strongly advocate for TK access for all four-year-olds in South San Francisco Unified. She revealed that her child is still on a waitlist for TK, and after researching, she discovered that waitlists for TK are not permitted under California law, according to the California Department of Education. She pointed out that the law mandating universal TK is not new, and districts have had years to prepare. While other Bay Area districts have successfully expanded their TK programs, SSFUSD still has limited TK slots, and she expressed frustration that despite a recent state-mandated decrease in teacher-student ratios, TK capacity has barely grown. Lam-Bonilla questioned the district’s selective adherence to education code updates: “Do we get to follow one part and not another?” She suggested the district consider waiting to implement the lower student-teacher ratio until there are enough TK spots for all eligible children. She also advocated for better teacher compensation, expressing heartbreak upon hearing that educators in the district often require second jobs just to survive. As a lifelong product of public schools and a local property taxpayer, she emphasized that nearly half her property tax payments go to the school district, and she urged that these funds be used to fairly compensate teachers. Lam-Bonilla closed by offering to be part of the solution for TK expansion but expressed disappointment at the lack of communication and transparency provided to parents, who are mostly told to “wait and remain hopeful.”

Lucie Bradshaw, a 20-year teaching veteran at Junipero Serra, began by pointing out that her school currently has no TK program and fewer students enrolled in TK than other sites raising a concern about equity in access and distribution. Bradshaw shared that her initial motivation for attending board meetings was to support fellow teachers facing incorrect salary placements, but as she continued to participate, she became increasingly disillusioned with the direction of the district. She emphasized the need for a salary schedule increase, asserting, “We really deserve it.” Drawing from her own research, Bradshaw compared SSFUSD to 50 other school districts, including all in the county. She highlighted a key discrepancy: SSFUSD is the only district she found that restricts credit for post-bachelor’s units to those earned after credentialing. In contrast, every other district

simply counts BA plus units, regardless of when they were completed. Calling this practice “nickel and diming” and “humiliating,” Bradshaw said it’s not only disrespectful to educators but also short-sighted. The cost-saving tactic, she warned, will ultimately cost more through staff turnover, repeated training of new hires, and losing quality educators to higher-paying districts. She illustrated this point by comparing starting salaries: Fremont Unified starts at $83,000, while SSFUSD starts at $67,000. Fremont’s educators, she noted, are preparing to strike for a raise, and their district has already shown respect by negotiating for 17 hours straight with their union. Bradshaw ended with “That is respect and that’s what we deserve.”

Barbara Hahn, a math teacher at Alta Loma, addressed the board to express deep concerns regarding the Illustrative Mathematics (IM) pilot program, which she stated has remained unchanged even after a year of implementation. According to Hahn, seventh, eighth, and Algebra teachers at Alta Loma identified core standards missing at every level of the IM curriculum. Despite this, the program continues to be promoted by the district, largely due to its alignment with the new California Math Framework. However, Hahn criticized this alignment, pointing out that many university math professors across the country have spoken out against the new framework. These experts have raised concerns that it deemphasizes calculus, underprepares students for STEM-related fields, and places too much focus on conceptual understanding while neglecting foundational skills and essential math facts. Hahn described the IM curriculum as being useful primarily for what she referred to as “grocery store math”, sufficient for day-to-day use, but inadequate for students aspiring to enter STEM careers. While she acknowledged that not every student wants to pursue a path in STEM, she firmly argued that the district should not eliminate or weaken the math preparation necessary for those who do. Responding directly to President Anthony’s previous request for solutions, Hahn offered several recommendations. She urged the board to offer two separate math curricula: one designed to prepare students for AP-level and STEM courses, and another tailored for college preparation without a STEM focus. She called for an end to the IM pilot, stating plainly that it is not suitable for students seeking rigorous math instruction. Finally, she emphasized that the district’s identity should reflect a commitment to ensuring all students are prepared for any career path they choose. For Hahn, that means providing the appropriate math foundation whether a student wants to pursue engineering or a non-STEM profession.

Alexis Limaye (Rosenbaum), the wellness counselor at El Camino High School, shared her frustration with the board, highlighting her third consecutive year of being improperly placed on the salary schedule and not being paid what she feels she deserves. She expressed her deep passion for supporting students and the community, but also emphasized that, despite taking on increasing responsibilities, the district continues to ignore the feedback from those doing the work at the school sites. Limaye pointed out the district’s focus on mental health as one of its top priorities, yet as the only full-time mental health staff member for over a

thousand students at El Camino, she has been left to consider other job opportunities. She mentioned receiving an offer letter, and although she doesn't want to leave the community she loves, she is struggling with burnout and the uncertainty of how to support her growing family. She expressed her frustration with the district's failure to act on feedback, the inequity in pay, and how the district's misinterpretation of the salary schedule has led to her earning less than a colleague with similar responsibilities. Limaye called for better support for staff, suggesting that if the district truly wants students to embody the "portrait of the graduate," they must prioritize the resources and compensation needed to support the educators who are doing the critical work. She ended by posing a powerful question, asking how much the district would pay for a "magic wand" that ensured student success, and urging them to invest that amount in the educators who help make that success possible.

Christina Bonite, a first-grade teacher at Martin School, addressed the board to raise concerns about both the lack of EL (English Learner) teacher support at her site and the issues with the district's salary schedule. She recalled a past meeting with Mr. Hannon, Mr. Covacha, and other educators where they voiced key concerns, one of which was the urgent need for an EL teacher. While she was told that need was acknowledged and "on the list," she now questions what happened to that promise, especially given the 42 newcomers and 241 EL students currently enrolled at her school. Bonite emphasized that not having an EL teacher is a clear disservice to these students and challenges the district's stated commitment to equity. She pointed out the inequity in funding decisions, noting that another Title I school will receive an EL teacher through LCAP funding, while Martin School will not despite its significant EL population. She also spoke out about the frozen salary steps that stall compensation progress for years at a time. As a teacher with 15 years of experience, she said she will be stuck at the same pay level until year 17, and then again until year 20. She questioned how any professional could be expected to stay motivated under such conditions, pointing out that even private companies like Genentech offer sabbaticals after seven years of work. She asked whether cabinet members face similar freezes and called on the district to reconsider what "equity" really means in their policies and compensation practices. Bonite closed by calling the situation "wild" and urged the board to reflect on how they truly value long-term educators.

N. INFORMATION ONLY PRESENTATIONS

1. EDUCATIONAL SERVICES

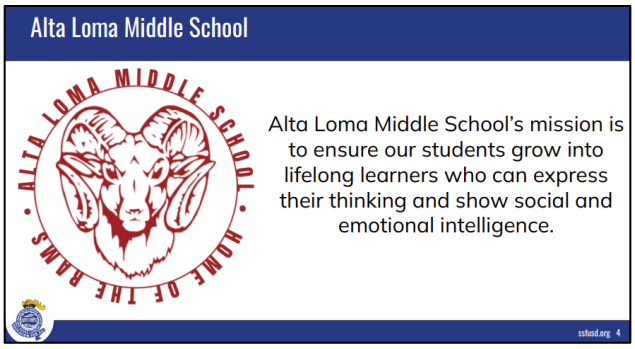
a. Teaching and learning presentation: Alta Loma Middle School

Dr. Moore introduced Principal Nina Mendez who would

present the educational priorities and programs at Alta Loma Middle School.

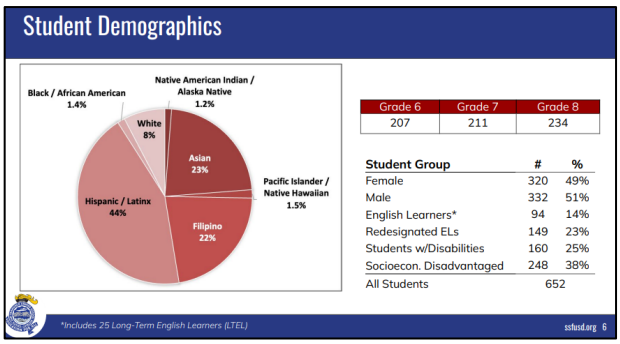
Principal Mendez opened with humor despite losing her voice, joking, “Did you hear about the equestrian with laryngitis? Now she’s a horse… whispering.” She greeted President Anthony, the Board, and the community, and explained that Dr. Pallitto would assist and she would step in if needed.

Dr. Pallitto began by apologizing, saying she wouldn’t fully do the presentation justice just by reading the notes, but promised to do her best. She added that she’d step aside whenever Principal Mendez felt ready to speak, acknowledging Mendez’s moments of voice clarity. She echoed Mendez’s pride in Alta Loma, emphasizing their strong learning community, which is supported by dedicated teachers, engaged parents, and hardworking students. Dr. Pallitto said they were excited to share their school’s work and hoped that, by the end of the presentation, everyone would see how special Alta Loma truly is. She then introduced the school’s mission: to nurture lifelong learners who can think critically and demonstrate social and emotional intelligence.



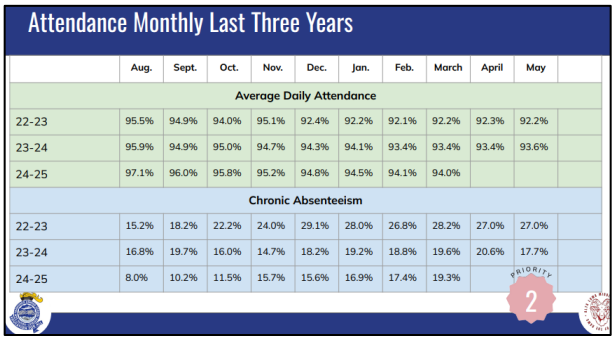
Student Demographics

Dr. Pallitto highlighted Alta Loma’s diverse and vibrant community, noting that this diversity adds to the school’s richness. The largest student group is the Hispanic/Latinx community, making up 44% of the student body. She also shared that 14% are English learners, 25% have learning challenges or disabilities, and 38% are socioeconomically disadvantaged. Alta Loma currently serves a total of 652 students.



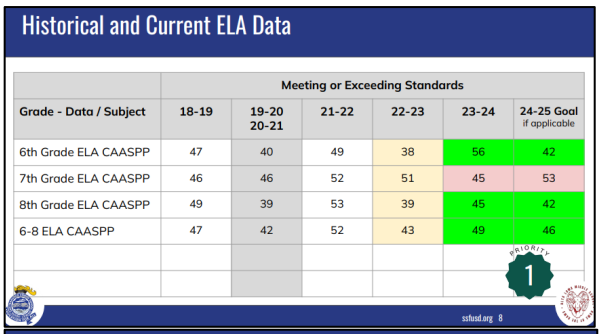
Attendance

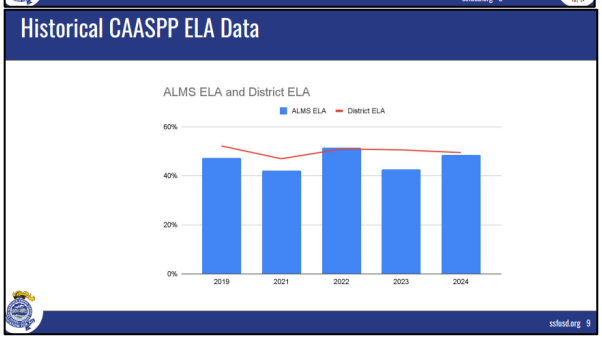
Dr. Pallitto shared chronic absenteeism has seen steady improvement, with a 10% drop between 2022 and 2023 and a projected 34.4% improvement for 2023–2024. Average Daily Attendance (ADA) has also climbed, reaching 95.19% so far in 2024, up from 94.27% in 2023 and 93.29% in 2022. She credited the use of Everyday Labs and greater family awareness of the connection between attendance and academic success for this positive trend.



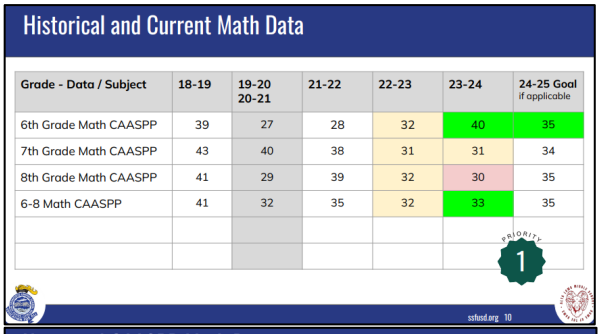
Statewide Assessment Data

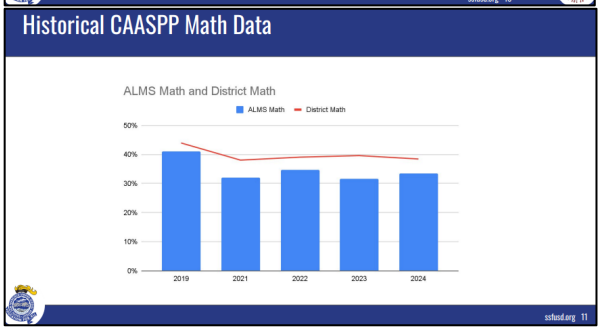
Dr. Pallitto then shared their latest CAASPP English Language Arts test results from 2019 to now. She pointed out improvements in the sixth and eighth grade scores last year and noted that they already passed the goal they had set for the 2024–2025 school year. Even though the 7th grade group showed up in red for the 2023–2024 year, she explained that this group still improved by 7% compared to their 6th grade scores, which is something to be proud of.





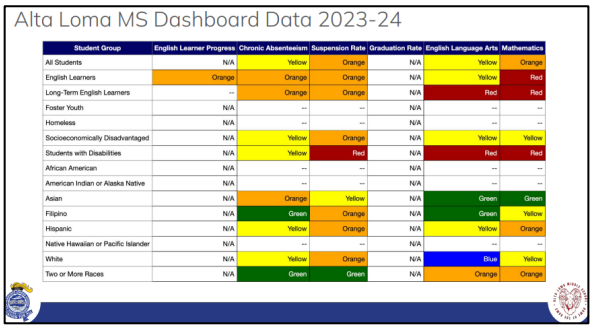
For math, she explained that the scores have stayed fairly consistent over time. However, one highlight was that the sixth-grade students already surpassed the goal that had been set for the 2024–2025 school year, which is a positive sign. She mentioned that this progress would be taken into account during site planning for the next academic year.





Dr. Pallitto continued by breaking down the data by student

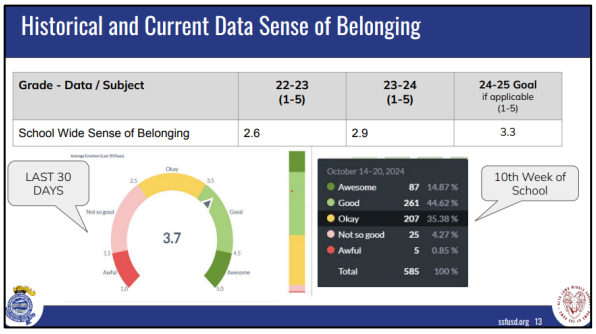
groups. She acknowledged that while there's still a lot of work ahead, the school is slowly making progress, and they are proud of the improvements they've seen so far.



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

Sense of Belonging

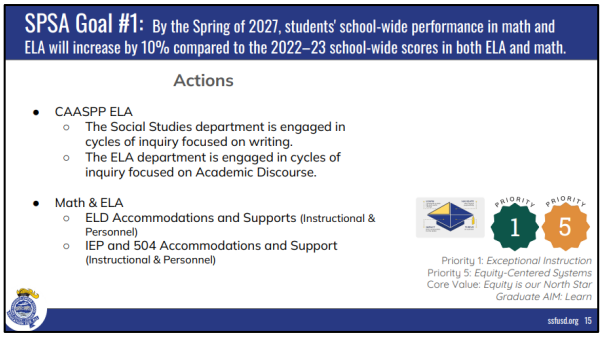
Dr. Pallitto shared that Alta Loma takes great pride in its three-year focus on building a strong sense of belonging among students. In the 10th week of school, a student survey showed that 70% of respondents rated their sense of belonging at a 3 or 4, meaning they feel part of the community most days or absolutely. She also shared that students' average emotions from their "Sown to Grow" reflections, have stayed consistently high, ranging from 2.8 to 3.9. The school is aiming to meet its year-end goal in this area based on an upcoming survey.



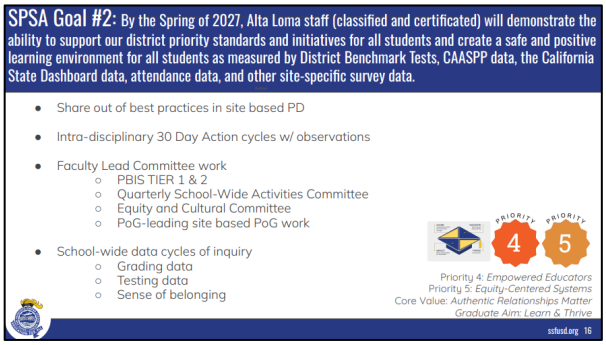
SPSA Goals

Dr. Pallitto explained Alta Loma's site goals, each aligned with the district's priorities, core values, and graduate aims. The first site goal focuses on providing exceptional instruction and building equity-centered systems. The school aims to increase both math and ELA CAASPP scores by 10% across all students. Staff are working diligently toward this target, with notable progress from the ELA and social studies departments. Social studies has been focusing on student writing, while ELA is emphasizing academic discourse.

To support diverse learners, Alta Loma has implemented systemic supports specifically for multilingual learners and students with IEPs. There are teacher cohorts in each core subject, with some teachers focused on supporting IEP students and others on adapting lessons for multilingual learners. This structure helps ensure that students receive targeted support while still learning alongside a range of peers.



Dr. Pallitto discussed the second goal, which focuses on empowering teachers within equity-centered systems. By 2027, the staff at Alta Loma will demonstrate the ability to support district priority standards and initiatives for all students, while also fostering a safe and positive learning environment. This year, the school has relied heavily on teachers to reflect and modify site practices to boost student performance. Dr. Pallitto highlighted how impressive it has been to witness teachers rising to this challenge. Teachers have observed one another and participated in cycles of inquiry, examining grading and testing data across departments and grade levels. Additionally, faculty-led committees are focusing on mental health, community, and culture to further support the overall school environment.

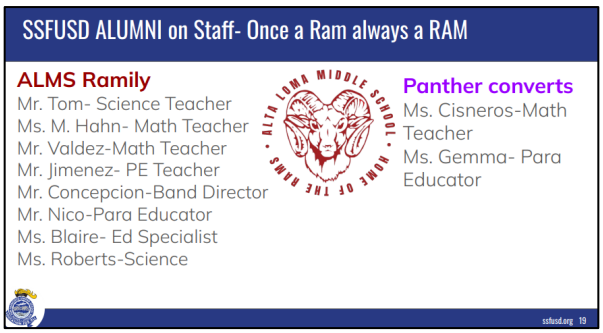


For SPSA goal three, Dr. Pallitto emphasized the school's commitment to the Portrait of a Graduate. Alta Loma Middle School is working to ensure that every parent and student can clearly understand and identify how each part of the graduate portrait is brought to life on campus. The school has launched a number of community events and student-led projects to support this effort. In addition to regularly scheduled activities like school yoga, drama, and a wide variety of clubs, the school is fostering student agency by encouraging leadership and involvement in real change. Students are actively engaged in shaping their school community through groups like SQUAD (Students' Quest for Unity and Diversity), school ambassadors, the service club, National Junior Honor Society, and the leadership team. These student-led groups have taken on several improvement initiatives, including food service suggestions, campus beautification, facilities and field upgrades, recycling and compost campaigns, and water conservation efforts. Dr. Pallitto praised how students are taking true ownership of their community through these meaningful projects.



Alumni Staff

Principal Mendez added that a significant number of Alta Loma's current staff are alumni of either Alta Loma Middle School or other South San Francisco schools. She shared that out of the 32 teachers on staff, nearly a third are former students of the district. Some even transferred from other local schools like Parkway as "Panther Converts" to join the Alta Loma community. She expressed pride in this connection, highlighting how special it is to have staff who are deeply rooted in and committed to the local community.



School Culture

Principal Mendez highlighted some of the school events. She explained that each month, Alta Loma holds a cultural assembly to celebrate the diversity of its community, and some of the photos reflect those monthly themes. She also talked about a fun moment where she was duct-taped to a wall as part of a student activity something she admitted she didn't think would work, but surprisingly, it did. Additionally, she pointed out a photo from their annual Turkey Trot event, emphasizing how these activities help build a strong, positive school culture.



Portrait of a Graduate

Principal Mendez continued by highlighting a few more student-led moments captured in photos. One shows students actively engaged in their work, while another features the school's "SQUAD" student group in action. She also mentioned a group of students who took the initiative to request a meeting with the district's nutrition services. These students had clear ideas about how to improve the school's food options, and they were thrilled to learn that the main kitchen was undergoing a remodel, making the timing of their advocacy especially meaningful. She praised the students for stepping up and working to make a real difference on campus.



Trustee Hsieh thanked Principal Mendez and Dr. Pallitto for their inspiring and valuable presentation. She expressed gratitude for being able to visit classrooms and observe dedicated teachers like Barbara, Grace, Everardo, and Marykate. She also thanked Jason and Karie for helping coordinate the visit.

Principal Mendez welcomed any board member who wanted to visit. Trustee Lam shared that she would be visiting the next day and mentioned that her husband, Mark Nagales, is also an Alta Loma alum. She thanked the team for their meaningful work and said she was excited to get to know the school community better.

Trustee Richardson shared her appreciation for Principal Mendez's leadership and the efforts made at Alta Loma Middle School. She specifically acknowledged the financial literacy class, calling it one of the most popular offerings. Reflecting on a prior visit to the school right after the pandemic, she noted how energized the students were and how impressed she was by the use of community circles, which encouraged students to communicate directly and resolve issues respectfully. She mentioned how the school environment seems much calmer now, with fewer behavioral incidents or police involvement. She credited this positive change to the school's implementation of restorative justice and strong leadership. Trustee Richardson commended Principal Mendez and recognized that her work would not be possible without the support of the dedicated staff and teachers. She praised the sense of family at Alta Loma, saying it felt more like a community every time she visited, and acknowledged the challenges of working with adolescents.

Trustee Murray thanked Principal Mendez for the presentation. She asked about the sense of belonging data,

wondering whether it came from a survey. Principal Mendez explained that the school uses a program called Sown to Grow, where students check in every other week during advisory by choosing an emoji to reflect how they're feeling and answering a custom question. These questions are created by the school to help guide their actions toward improving campus belonging. For example, they asked students if they felt part of the Alta Loma community, and later, whether there was an adult on campus who supported them. This allowed the staff to identify students who didn't feel connected, and then pair those students with a teacher or adult they had a relationship with. Teachers were also given access to see which students needed more support, and they were quick to reach out. Trustee Murray said she loved that approach and asked if the school was able to identify students who reported feeling awful or not so great. Principal Mendez responded that they could identify them immediately right after students submitted their answers and alerts were sent to teachers and other staff identified to provide support. Trustee Murray followed up to ask whether the school checks back in with those students. Principal Mendez said yes, and that after learning in the first year of implementation, they realized they needed to follow up quickly. Waiting too long made students feel worse, so now the school makes sure the follow-up happens as soon as possible. Trustee Murray thanked her again and said she thought it was wonderful.

President Anthony expressed her appreciation for the presentation. She said it was really wonderful to get a look into what's happening at Alta Loma and then welcomed Principal Mendez back from maternity leave. She asked Principal Mendez if she would like to take a moment to honor her staff. Principal Mendez responded by acknowledging the Alta Loma staff in attendance. She invited the staff members present to stand so everyone could see them, and the audience responded with applause. She then gave recognition to her volunteers with John Baker still present.

2. ADMINISTRATION

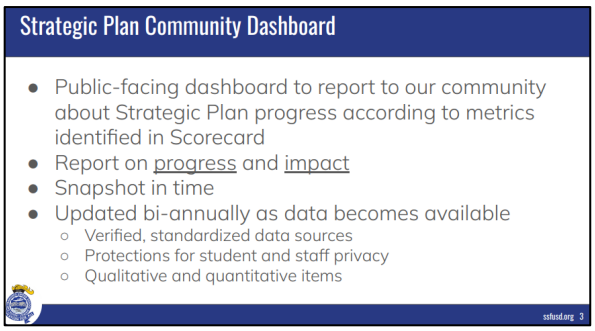
a. Strategic Plan Community Dashboard

Dr. Moore introduced Director Dr. Marianne Hew who would be presenting an overview of the district's strategic plan and

community dashboard. The presentation aimed to provide an update on the progress made so far, which would be shared with the board and the community.

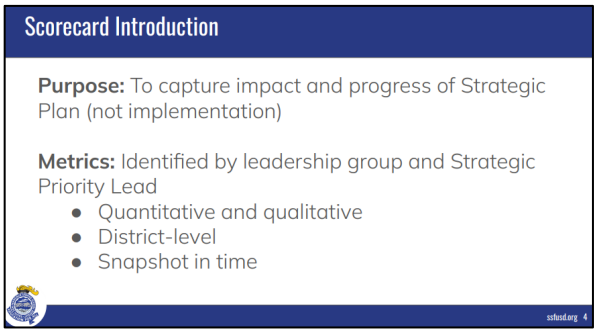
Dr. Hew began her presentation by greeting the Board of Trustees, cabinet, and the South San Francisco Unified community. She explained that she would be discussing the district's strategic plan community dashboard as part of their ongoing effort to share progress with the community. Dr. Hew outlined the structure of her presentation, which would include an overview of the purpose of the dashboard, a review of scorecard metrics, details about the dashboard's architecture, and some preview slides. She also noted that the data presented would not be live but would consist of screenshots to avoid potential issues with the Wi-Fi connection during the presentation.

Dr. Hew explained the purpose of the community dashboard, stating that it is a public-facing tool designed to communicate the progress of the district's strategic plan to the community. The dashboard will report on how the district is doing in relation to the metrics established in the strategic plan. She clarified that the data presented would be a snapshot in time, with updates occurring biannually, once in the summer, after the end-of-year data is collected, and again in the winter when other accountability data becomes available, typically around October or November. Dr. Hew emphasized several design principles for the dashboard. The district is committed to using verified, standardized data sources to ensure accuracy and clarity. Student and staff privacy will be protected, and summary data will be shared rather than individual student information. If data is related to very small groups, it will not be displayed to avoid compromising privacy. Additionally, both qualitative and quantitative data will be included, recognizing that some of the district's work, such as experiences and narratives, cannot always be measured in charts but is still essential for telling the full story.



Scorecard Introduction

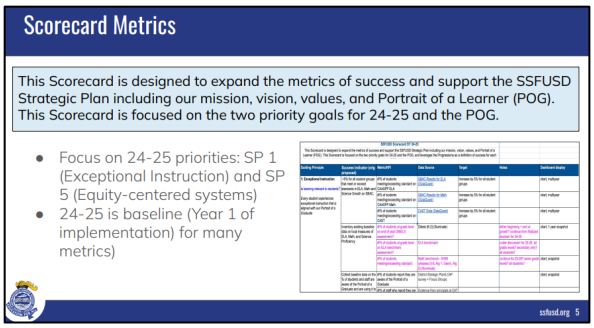
Dr. Hew continued by explaining that the "scorecard" is another term used for the list of metrics the district has identified to measure progress on its strategic plan. These metrics include things like CAASPP scores, graduation rates, and indicators of whether students are receiving the necessary supports to meet graduation requirements. The district is also measuring student progress in reading and math, as well as tracking how many students are progressing toward A-G requirements and overall college readiness. She emphasized that these metrics are a mix of qualitative and quantitative data and are reported at the district level.



Metrics

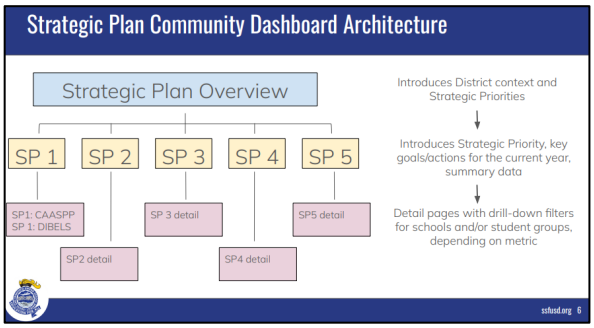
Dr. Hew showed an example of the scorecard metrics spreadsheet, which is organized by strategic plan priority area. For instance, "Exceptional Instruction" is Priority One, and underneath that are various metrics used to measure and report progress. She mentioned that the scorecard metrics are expected to evolve over time as the strategic plan is implemented. What's measured in Year One might differ from what's tracked in Years Two, Three, or Four. The list of metrics may grow, or some metrics might be swapped out if the district decides they are no longer the best measures. Any changes would be discussed and reviewed with district leadership and the broader district community as they move

forward.



Architecture

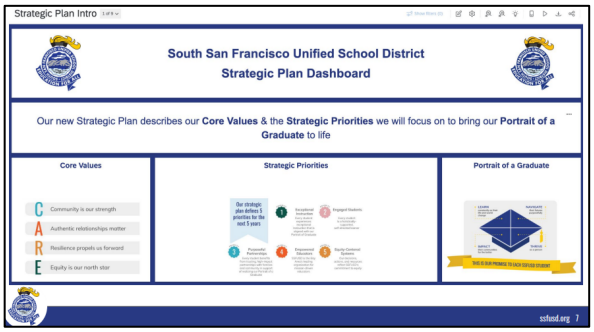
Dr. Hew explained that for Year One of the strategic plan, the focus for both the plan and the community dashboard is mainly on establishing a baseline. The goal is to show who the district is and where it currently stands using the data available. Most of the data shared in this initial phase will be baseline data such as graduation rates and CAASPP scores, much of which comes from state-level metrics. As the plan evolves, more detailed and varied metrics will be added, especially as the implementation of the strategic plan deepens over time. The dashboard will start with an overview that outlines the strategic plan, including the process used to define the district's priorities. Then each priority area will have its own dedicated page. For example, the section on "Exceptional Instruction" will include its related metrics, like CAASPP scores and DIBELS (the district's literacy/reading assessment). Similarly, the "Engage Students" section will include metrics relevant to student engagement. This format is meant to help the board and the community easily navigate and understand the district's progress.



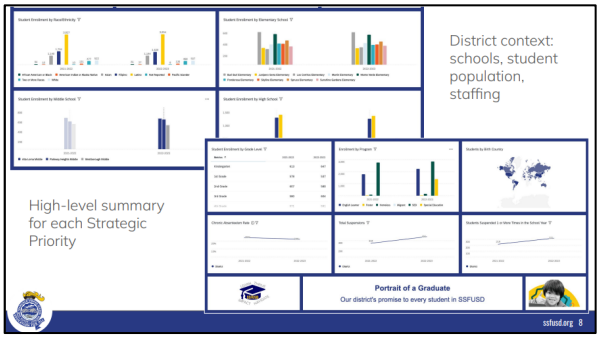
Overview Landing Page

Dr. Hew showed a screenshot of the overview slide that will serve as the landing page for the community dashboard. This

page will greet users when they first visit the site and includes the district logo, the strategic priorities, and the CARE core values. It also features the district's "Portrait of a Graduate." Although not visible in the screenshot, Dr. Hew noted that beneath these elements are explanations describing how the CARE values were created, how the strategic priorities were selected, and the process that the district and community used to develop them. The idea is to help orient families, staff, and community members to understand the background and purpose of the strategic plan.



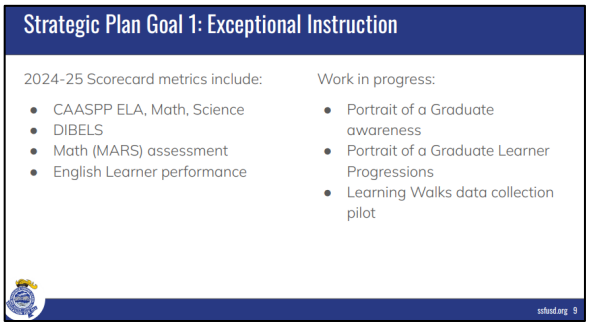
In addition, the overview page will contain slides showing who the district is, including demographic data on students, the surrounding community, and district staff. It will also show trends in enrollment numbers and a high-level summary of each strategic priority area, giving viewers a strong foundation before diving deeper into the specific metrics on the dashboard.



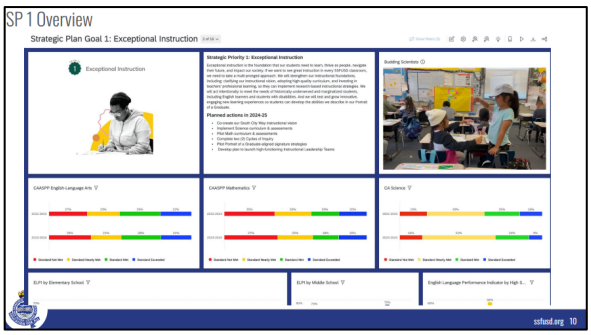
<u>Strategic Plan Goals</u>

Dr. Hew continued by explaining that the community dashboard will break down each strategic priority area in more detail. For Strategic Priority 1, "Exceptional Instruction," she shared some of the metrics already included in the dashboard, using currently available data. These include familiar items like CAASPP scores, CAST science scores,

DIBELS for literacy, and Math. She also noted that the district piloted the SVMI Mars math assessment this year, and they've started to gather preliminary data from it. That information is expected to be added to the dashboard by the end of the school year. English learner performance is another metric being included under this goal. Looking ahead, they're planning how to represent less quantifiable data like awareness and implementation of the "Portrait of a Graduate" in the dashboard. Since that kind of data comes from focus groups, surveys, anecdotes, and walkthroughs, they're still deciding how best to share it whether that's in the form of statistics, images, stories, or something else. Other future data areas include learner progressions and learning walkthroughs, which they also intend to incorporate into the dashboard over time.



Dr. Hew presented an example of the Strategic Priority One page, focused on "Exceptional Instruction." She pointed out that the page begins with an overview of the goal itself, followed by focus areas for the current school year. She emphasized that this was mainly to give the board and the audience a general sense of the page layout. The top portion provides a high-level view of the included data sets or metrics under the Exceptional Instruction goal. For those who want to dive deeper, she explained that there are dedicated detail pages for each data category such as CAASPP or DIBELS where users can explore the data in more depth. These detail pages include filters that allow users to sort information by grade level span (like elementary), student group (like English learners), and by school, helping to tailor the data view to specific interests or needs.



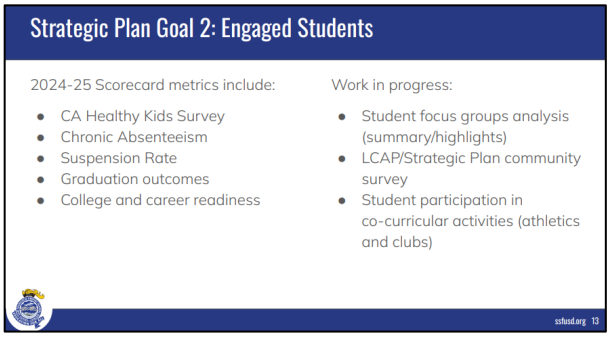
Dr. Hew also spoke about the design principles behind the dashboard. One key choice was maintaining a consistent color scheme across all pages. For example, red represents lower performance and blue indicates higher performance just like on the state dashboard. This was done intentionally to avoid confusion and help users quickly understand the data. She said they've also kept the language and terminology consistent across all metrics and grade spans so that users can easily navigate and interpret the information throughout the dashboard.



Dr. Hew continued the presentation by sharing an example of DIBELS data. She explained that the visual she provided was actually two different screenshots combined because it's difficult to fit all of the data into a single slide. DIBELS is an assessment given three times a year, primarily to the youngest grade levels, so it offers a unique opportunity to present both a snapshot and growth data. She noted that one view shows how students performed at the beginning of the year versus the end of the year. Another view displays growth over time highlighting the percentage of students who improved, those who stayed the same, and so on. Dr. Hew emphasized that there are a couple of different ways this data can be presented in the dashboard to give a fuller picture of student progress in early literacy.



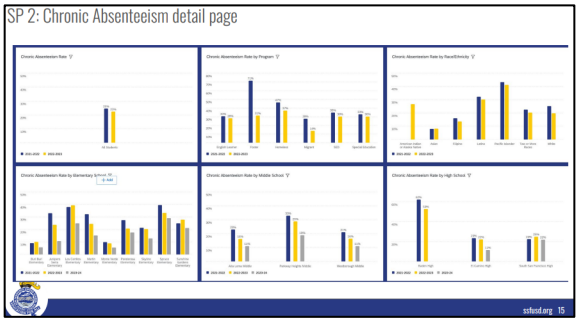
For Strategic Priority Two: Engaged Students, Dr. Hew explained that some of the key metrics are listed on the left side of the screen. These include school climate indicators from the California Healthy Kids Survey, which was administered in January and for which results are just now coming back. That survey is helping shape some of the new metrics they're beginning to include in the dashboard. In addition to that, they are looking at chronic absenteeism, suspension rates, and graduation data the board has seen before. She also mentioned that they're working on other pieces of data like results from focus groups and surveys, which will help give a fuller picture of how engaged students feel across the district.

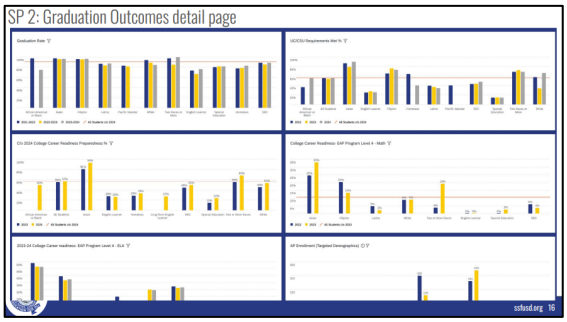


Dr. Hew showed an example of what one of the individual pages would look like on the dashboard. Strategic Plan two overview page displayed data from the California Healthy Kids Survey. She emphasized that these slides are just a way to visually explore what the presentation of the data could look like.

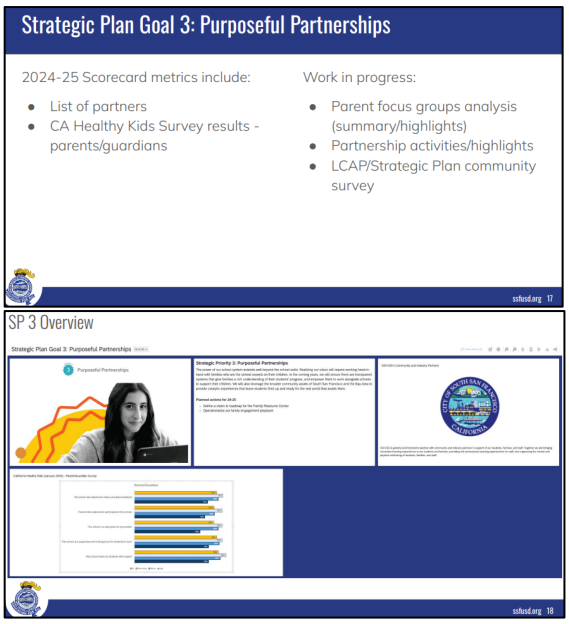


She then briefly mentioned other important data sets such as chronic absenteeism and graduation outcomes, which will also have their own dedicated sections in the dashboard.

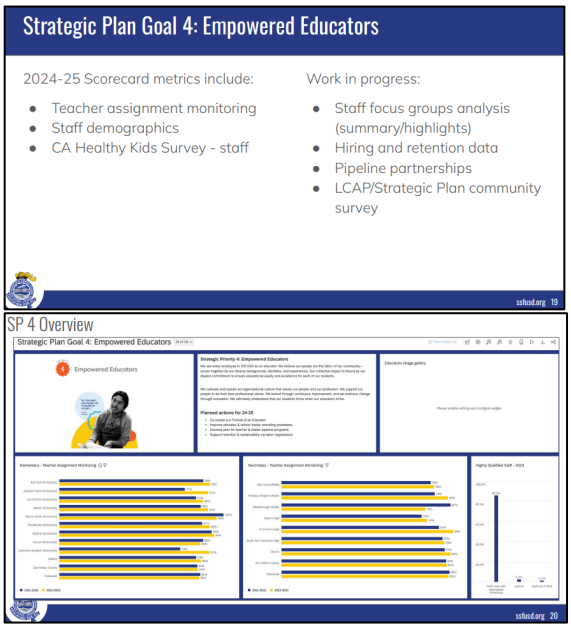




Under Strategic Priority Three, Purposeful Partnerships, Dr. Hew described that the current data is primarily narrative in nature. She noted that one of the key components is the California Healthy Kids Survey, which the district recently received and is still in the process of analyzing. Alongside that, the dashboard includes a rotating list of community partners.

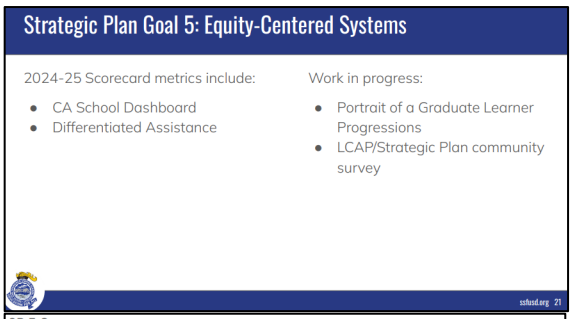


Under Strategic Priority Four, Empowered Educators, Dr. Hew shared that this area centers around staff data. Currently, much of it is still under development as the district moves further into the implementation of the strategic plan. The data for this goal will include insights into staff experiences, professional development participation, and other measures of educator engagement and support.



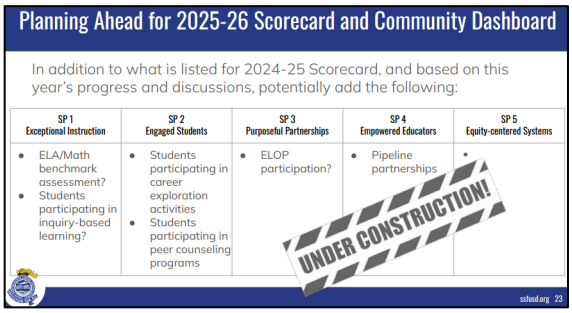
For Strategic Priority Five, Equity-Centered Systems, Dr. Hew explained that this goal focuses on how the district

allocates resources and provides targeted supports. The metrics tied to this area highlight the ways in which the district is addressing opportunity and achievement gaps through intentional strategies.





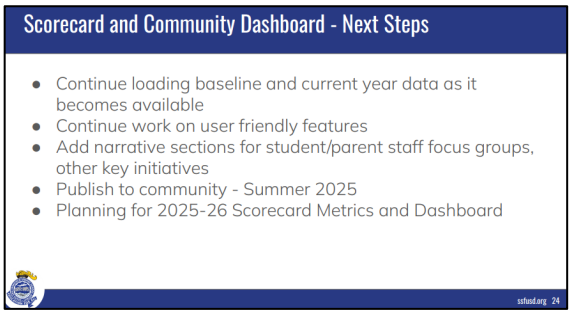
Dr. Hew emphasized that her presentation served as a high-level overview of the district's new community dashboard not a deep dive into the data itself, but a look at how the information will be presented.



Next Steps

Dr. Hew wrapped up by outlining the next steps for the dashboard's development. The team is actively working on uploading and organizing all of the relevant data while making sure it's user-friendly and easy to understand placing the responsibility on the district to do the interpreting, not on families or community members. The goal is to reduce the cognitive load for users and make the dashboard truly

accessible. The district plans to officially launch and publish the dashboard this summer, with full implementation ready for the start of the next school year.



The Board recessed at 8:29 p.m. for a break and reconvened at 8:39 p.m.

Student Trustee Harsana left the meeting at 8:29 p.m.

Trustee Richardson expressed appreciation for the detailed report but raised the concern that some members of the public might find it overwhelming. She suggested adding a summary version that would allow community members to easily see the district's progress without needing to delve into all the detailed graphs. Dr. Hew responded, explaining that this was the first year of implementation and that they were already considering a simpler summary page. This page would provide a high-level overview, showing progress in key areas like reading, math, and graduation rates, with the option for those interested in more details to access further data. Dr. Hew acknowledged the need for both detailed data and easy-to-understand summaries and emphasized that they were actively working on making the dashboard more user-friendly.

Trustee Lam appreciated the creation of the dashboard and reflected on its purpose, particularly from the perspective of a parent and a new board member. She acknowledged the value of having narratives to help make sense of the data and asked about how the district plans to promote the dashboard and help the community understand and use it effectively. Dr. Hew responded by outlining the district's rollout plan, which includes a summer launch featuring the dashboard in community newsletters and the development of a short orientation video. The video would walk users through what the dashboard is, what data it includes, where the data comes from, and how to navigate it based on interest areas

like school climate. She also mentioned that the dashboard includes helpful user-interface features like hover-over tooltips that explain terms and acronyms like DIBELS, making the experience more accessible. Trustee Lam affirmed the usefulness of those features and emphasized her hope that the dashboard not only informs the public but also promotes transparency and a sense of accountability. She sees it as an important tool for communicating the district's efforts and progress in a clear and approachable way.

Trustee Hsieh expressed appreciation for the presentation and commended the direction the district is taking with the community dashboard. She emphasized that the dashboard serves as an important accountability tool for the board and the district. Given the significant time and effort invested in developing the strategic plan, she highlighted the importance of having a clear way to monitor progress and assess how well the district is doing.

Trustee Murray thanked Dr. Hew and the team for the report and expressed strong support for the community dashboard. She described it as "amazing" and emphasized its value not only as an accountability tool for the board, but also as a meaningful resource for parents. She appreciated how the dashboard brings the strategic plan to life by breaking it down in a clear and accessible way for the community.

Dr. Moore reminded the board that the development of the community dashboard was rooted in a conversation from a board governance workshop two years prior, during a self-evaluation process. At that time, the board had identified a need to make district data more visible and accessible to the community. She emphasized that the dashboard was created in direct response to that request, aligning with the launch of the strategic plan and the board's commitment to tracking its success. Dr. Moore expressed her gratitude to Dr. Hew and her team for their work and thoughtful collaboration, and she was pleased to see the board's positive reception to the results.

President Anthony expressed enthusiasm for the dashboard, emphasizing the broader issue of under-communicating the important work happening in schools and local government. She noted that while the dashboard is a great step toward

addressing this, it won't be effective unless there is a proactive communication strategy in place. Referencing the idea that "if we build it, they will not come unless we tell them to come," she urged the team to ensure the public is not only aware of the dashboard's existence but also understands how to access and use it. Dr. Hew responded affirmatively, explaining that user accessibility has been central to the design offering both high-level summaries for quick insights and more detailed views for deeper exploration. President Anthony closed by acknowledging that this will be an evolving process and encouraged continued effort, expressing confidence that the district will learn and refine the approach over time.

O. PRESENTATION WITH POTENTIAL ACTION – None

P. CONSENT AGENDA

MOTION #83 (Murray/Hsieh) to approve items: 1a. Minutes of the March 13, 2025 Board Meeting; 2a. Designated representatives to CIF (California Interscholastic Federation) for 2025-26; 2b. Permission for ECHS staff to attend the SEL & Wellness in Sacramento, CA, May 15 – 16, 2025; 2c. Permission for staff to attend the CAL-MSCS Science Professional Learning in San Diego, CA, May 19 – 20, 2025; 2d. Permission for ECHS staff to attend the ASCA Conference in Long Beach, CA, July 12 – 15, 2025; 2e. Permission for SSFHS students to attend the National History Day in Sacramento, CA, April 19 – 20, 2025; 3a. 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)

INFORMATION/DISCUSSION

1. BUSINESS SERVICES

a. Bond Program Project Update

Assistant Superintendent Mr. O introduced Bond Director, Lori Shelton who would provide the Board with an update on the status of current Bond Program projects.

Director Shelton gave a brief update on current bond projects. She reminded the board that projects were grouped into five phases, starting with schools that had not received improvements in the previous bond cycle.

For Sunshine Gardens, the team completed the assessment phase and is now beginning design work, including meetings

with the school community. The design phase will take about 6–9 months, followed by state and local agency approvals. Construction is expected to begin in summer 2027 and will last 18–24 months. Planned upgrades include classroom modernization, HVAC, security, restrooms, infrastructure, accessibility, roofing, and interim housing.

Director Shelton gave an update on the Los Cerritos modernization. She reminded the Board that the project had been on hold due to some challenges which were discussed at a previous Board meeting. She shared that she recently met with the architectural firm to begin discussing how to move forward with construction. Once those logistics are sorted out, the design phase can resume. There's no set timeline yet, but progress is being made.

For the central kitchen and El Camino cafeteria project she share that construction is set to begin this summer and continue through summer 2026. DSA approval has been secured for the cafeteria, and they're expecting approval for the kitchen soon. The project is moving forward under a lease-leaseback model, and subcontractor bids are currently being collected. A temporary meal prep space at the district office has also been planned and will go to the board for contractor approval at the next meeting. Nutrition Services is partnering with a third-party vendor to support operations during construction.

The Westborough field and pavement improvements project is set to begin this summer. They received unofficial DSA approval this week, with final paperwork expected soon. The project has already gone through bidding, with the bid opening held on March 19. The contractor approval will be presented at the April 24 board meeting.

Director Shelton shared that Group Two includes four schools: South San Francisco High, El Camino High, Spruce Elementary, and Monte Verde Elementary. SSF High and El Camino High are deep into the project assessment phase. Architects conducted additional assessments over spring break and are finalizing reports and recommendations based on site visits, community feedback, and program needs. Spruce and Monte Verde are in early stages. Architects were just approved by the board, and kickoff meetings are beginning with school communities to start the assessment

process.

Director Shelton reminded the board about the remaining schools in Groups 3 through 5, which have not yet begun work but under the Measure T bond program:

- **Group 3** includes Alta Loma Middle School, Parkway Heights Middle School, and Baden High School.

- **Group 4** consists of Junipero Serra Elementary School, Ponderosa Elementary School, Skyline Elementary School, and Westborough Middle School.

- **Group 5** contains Buri Buri and Martin Elementary Schools, as well as projects still to be determined for the district offices, the Children's Center, Hillside Preschool, the Serra Vista campus, and workforce housing.

Director Shelton also provided an update on the HVAC projects that took place at various school sites, which were organized into three packages. She noted that Package A, which included HVAC systems funded through the bond program, has completed construction. The district is now in the closeout phase, working on obtaining certification from the Division of the State Architect (DSA). She expressed hope that official DSA certification of project closure would be received soon.

She added that the bond team has also been working on resolving issues with previously closed but uncertified projects. Out of 23 such projects, eight have now been certified, five are currently at the DSA awaiting certification, and 10 remain that will require further work. These last ten are more complex and will each need a unique strategy to reach certification. Some may need additional inspectors, destructive testing, or even reconstruction of certain elements. She noted that, so far, DSA has not restricted the district from proceeding with new modernization efforts due to these uncertified projects, although they do have the authority to do so.

Director Shelton noted that several items will be coming to future board meetings, including a number of RFQs to establish pools for various services such as commissioning,

construction management, and lease-leaseback contractors. Specific commissioning services related to the El Camino High School cafeteria project will also be included. These RFQs will help the district build a list of approved firms to draw from for upcoming work, and she noted that the board can expect to see quite a few of these soon.

She concluded by mentioning that the district is currently documenting and creating specific standards for both general and IT-related projects. She highlighted that the IT standards have been developed in collaboration with the IT director and a consultant. These standards are under review and should soon be approved by the IT department, providing a consistent format for sharing with all design teams.

Trustee Richardson raised a few concerns about the progress and funding for the projects. She first asked for clarification on the completed HVAC units and the overall progress, mentioning that it was hard to follow the details about the projects and timelines. Specifically, she was confused by the mention of a project starting in 2027. Director Shelton clarified that construction for the Sunshine Gardens project would begin in the summer of 2027, following the design and state review processes. Trustee Richardson then asked about the bond funding, expressing concern that the remaining $286 million might not be enough for the ongoing projects. She also asked whether the district would need to cash out more bonds. Mr. O responded that state law only allows the district to draw funds as needed for specific projects, and that they evaluate when to sell more bonds (likely another $150 million) based on the cash flow requirements. Trustee Richardson acknowledged the potential delays but emphasized the importance of getting the projects done right, even if it takes more time. She expressed gratitude for the work being done and for keeping the projects on track, despite the complexities and lessons learned from past issues.

Trustee Lam asked for clarification on the pacing of the five project groups, specifically about how the groups are progressing and how future groups will begin their initial phases. Lori Shelton explained that the district is revising the master schedule to show the pacing based on the current progress and capacity. She highlighted that the district is still in the process of building the program, addressing essential

aspects like ed specs and district standards, which had lapsed from the previous bond program. She also noted that the pace of the projects is influenced by both labor capacity and cash flow, and they're aiming to manage this to avoid overwhelming the system. The goal is to have multiple projects in different stages simultaneously. Mr. O added that part of the delay stemmed from the time it took to sell the bonds after the bond measure passed in November 2022, which took about four months. He also mentioned the challenges of hiring the necessary staff, as many professionals in the field can earn more in private firms, which made staffing difficult. All of these factors contributed to the delays in the project timeline.

Trustee Hsieh requested that the next update be provided in a report format to ensure transparency and make it easier for the public and trustees to follow. Director Shelton agreed to this request. Mr. O also mentioned that updates are regularly provided to the Citizens Bond Oversight Committee and the Facilities Subcommittee, with meeting minutes available on the website for those committees. He pointed out that the public can access these updates by visiting the relevant committee sections on the district's website. Additionally, they are considering creating a dedicated web page for the bond program in the future to improve accessibility and transparency.

ACTION

1. ADMINISTRATION

a. Resolution No. 25-11 Earth Day

Trustee Richardson read the resolution.

MOTION #84 (Richardson/Murray) to approve the adoption of Resolution #25-11: In support of Earth Day. (AYES: Richardson, Hsieh, Lam, Murray, Anthony; NOES: None). Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

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

Trustee Hsieh recused herself due to a potential conflict of

interest as an employee of SMCCCD, but recommended approving the program, as it would greatly benefit the students.

Trustee Lam asked about the overall enrollment in the program and recent changes in how many students can be accepted. Ms. Center-Goodman explained that enrollment is currently at capacity based on the MOU. Originally, the program was approved for 100 students, 50 per grade level. Over time, that number has decreased to 45 and now 35 students per grade level. Although 53 new students from South San Francisco Unified applied this year, only 35 could be accepted due to the 70-student cap. She added that the inclusion of other school districts limits the number of spots available to SSFUSD students. Trustee Lam confirmed that the participation of other districts impacts SSFUSD students' access to the program. Ms. Center-Goodman responded that the program could accept more students but is restricted by the terms of the MOU. Dr. Moore added that part of the reason for limiting enrollment was to manage overall program costs and ensure the district could support other programs as well. Trustee Lam then inquired about how the tuition amount in the MOU was determined, noting the inclusion of a COLA increase. Ms. Center-Goodman explained that the program was initially free for the first two years, then maintained a flat fee for several years. In 2023, the cost increased by 3% based on the COLA. She clarified that most of the funds go directly toward supporting student activities and experiences. Trustee Lam thanked her for the information.

Trustee Richardson made a brief comment and asked Ms. Center-Goodman how students from other school districts are factored into the program, noting that San Mateo Union High School District also sends students. Ms. Center-Goodman confirmed that South San Francisco was the first district to partner with the program. San Mateo Union High School District sends only a few students due to county lines, as most of their students attend CSM's Middle College. Jefferson Union High School District now also has an MOU with the program, allowing some of their students to enroll. Currently, the program serves three school districts, with the majority of students coming from South San Francisco Unified. Trustee Richardson thanked

her for the clarification.

MOTION #85 (Murray/Lam) to approve the MOU with San Mateo County Community College District for the Middle College Program at Skyline College for the 2025-26 school year. (AYES: Richardson, Lam, Murray, Anthony; NOES: None; ABSTAIN: Hsieh). Motion passed 4-0-1.

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

Trustee Lam asked about the professional development or trainings offered as part of the agreement, particularly those that may support the district's efforts in presenting data to the community. Dr. Hew responded by explaining that the CORE Data Collaborative is a broader group associated with the CORE Districts, which now includes nine school districts in California and nearly 200 school districts overall. This collaborative provides a platform for data professionals to network and share strategies for data use and communication. She emphasized that while she, as an administrator and certificated staff member, has access to professional development through research groups, her team typically does not have many such opportunities. This program offers her team rare access to training that helps them learn to effectively use and visualize data for various stakeholders, including teachers, administrators, and the community. This training also supports the development of tools such as the strategic plan community dashboard.

MOTION #86 (Murray/Hsieh) to approve the MOU with Core Districts for data analysis, reporting, and professional learning services for the 2025 – 2027 school years. Motion Carried. (Unanimous)

c. Approval of New Course Implementation at SSFHS

President Anthony expressed her enthusiasm that the program is funded through Prop 28, clarifying a previous question about the funding source. She noted that Prop 28 is designated for the arts, distinguishing it from Prop 2, which was related to school bonds. She concluded by sharing her excitement and anticipating that the program will be fun.

MOTION #87 (Murray/Hsieh) to approve the Percussion Ensemble course for implementation at South San Francisco High School for the 2025-26 school year. Motion Carried. (Unanimous)

d. Approval of Reallocation of funds for Stepping Stones

MOTION #88 (Lam/Hsieh) to approve the reallocation of funds to increase Stepping Stones agreement to pay the cost of the school psychologist covering leaves of absences. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

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

Trustee Lam read the resolution.

MOTION #89 (Murray/Hsieh) to approve the adoption of Resolution #25-10: Designating May 18 – 24, 2025, as Classified School Employee Week. (AYES: Richardson, Hsieh, Lam, Murray, Anthony; NOES: None). Motion Carried. (Unanimous)

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

Trustee Murray read the resolution.

MOTION #90 (Murray/Lam) to approve the adoption of Resolution #25-12: Designating Wednesday, May 14, 2025, as the California Day of the Teacher. (AYES: Richardson, Hsieh, Lam, Murray, Anthony; NOES: None). Motion Carried. (Unanimous)

4. BUSINESS SERVICES

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

MOTION #91 (Hsieh/Murray) to approve 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. Motion Carried. (Unanimous)

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

MOTION #92 (Lam/Murray) to approve 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. Motion Carried. (Unanimous)

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

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 – None

GOOD AND WELFARE

Trustee Lam shared that she would be visiting Alta Loma Middle School the following day to observe the math pilot and expressed her appreciation to Director Brockmeyer for facilitating the visit. She also reported attending another CSBA training over the past weekend and mentioned that she is looking forward to completing three more sessions for the governance course. Additionally, she noted the upcoming South San Francisco Chamber of Commerce Scholarship Luncheon on April 17th and said she would try to attend.

Trustee Richardson shared several updates. She mentioned that the entire board is invited to the upcoming Youth in Government shadow event. She also noted that during the City Council meeting the previous night, four students from South San Francisco High School were recognized for completing the Youth in Government program. She expressed pride in seeing the students attentively engaged in discussions about city governance and highlighted their awareness of civic responsibility. Additionally, she reported attending a TOSA workshop earlier that day at the Spruce STEM lab, where teachers on special assignment (TOSAs) presented on new educational programs. She was particularly impressed by a new initiative that will teach students to type by second grade. She praised the TOSAs for their dedication to training staff on tools like Google Classroom. Trustee Richardson also shared that she had joined visits to Ponderosa and Los Cerritos schools alongside Dr. Moore and Trustee Murray. She was pleased to see the sparkling condition of Ponderosa, noting that one would not be able to tell there had been a fire there recently. President Anthony added that it had been a tiny fire.

Trustee Murray shared she wanted to highlight her site visits to Los Cerritos and Ponderosa, describing both as wonderful schools. She especially noted her experience at Los Cerritos, where she met Principal Karen Hong for the first time. Trustee Murray commended Principal Hong, a first-year principal, as "wonderful" and praised the presentation she gave during the visit. Trustee Murray expressed her appreciation for the experience.

President Anthony shared that she spoke at the kickoff for the Youth and Government breakfast and expressed her appreciation for being invited. She highlighted the impressive students involved in the program and shared her excitement for them to shadow South San Francisco staff in the upcoming week, noting it will be a great opportunity for the students to experience a day in the life of local government.

ADJOURNMENT – 9:44 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board Policies and Bylaws Committee Meeting of April 11, 2025

OPEN SESSION

A. CALL TO ORDER - 2:32 p.m.

B. ROLL CALL

Committee Members: Vice President Patricia Murray - Present
Trustee Amy Lam - Present

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. PUBLIC COMMENTS - None

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. Board Policies and Bylaws Committee

Board Vice President Patricia Murray and Trustee Amy Lam reviewed and discussed the following Board policies prior to them being presented to the full Board of Trustees for approval at upcoming regular Board meetings.

BP 0460 – Local Control and Accountability Plan
BP 1250 – Visitors/Outsiders
BP 3100 – Budget
BP 3280 – Sale or Lease of District-Owned Real Property
BP 3320 – Claims and Actions Against the District
BP 3515.5 – Sex Offender Notification
BP 3540 – Transportation

BP 5113.1 – Chronic Absence and Truancy
BP 5148 – Child Care and Development
BP 5148.2 – Before/After School Programs
BP 5148.3 – Preschool/Early Childhood Education
BP 6158 – Independent Study
BP 6170.1 – Transitional Kindergarten
BP 6174 – Education for English Learners
BB 9240 – Board Training
BB 9270 – Conflict of Interest
BB 9010 – Public Statements
BB 9012 – Board Member Electronic Communications

ADJOURNMENT – 5:36 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 8, 2025

RE: Approval of the 2025-26 Board Meeting Calendar

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 Board meeting calendar for the 2025-26 school year is being submitted for approval. In the month of December there are timing requirements for submitting the First Interim Financial report and a restriction on when the yearly Board reorganization meeting may be held. For this year, the regular December meeting will take place on Thursday, December 11, 2025 and a special meeting for the Board reorganization only will be held on Tuesday, December 16, 2025.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 2025-26 Board meeting calendar as presented.

South San Francisco Unified School District
2025-26 Board of Trustees' Meeting Calendar

*Agenda items must be submitted **by 4:00 PM** on the Monday of the week before the scheduled meeting, unless otherwise specified.*

2025 Meeting Dates

July 10, 2025
(Agenda Items due June 30)

August 14, 2025
(Agenda Items due August 4)

September 11, 2025
(Agenda Items due TUESDAY September 2)

September 25, 2025
(Agenda Items due September 15)

October 9, 2025
(Agenda Items due September 29)

October 24, 2025 ***Community Forum***
(Agenda Items due TUESDAY October 14)

November 13, 2025
(Agenda Items due November 3)

December 11, 2025
(Agenda Items due December 1)

December 16, 2025 (Tuesday)
Reorganization Meeting Only

IMPORTANT DATES TO REMEMBER:
July 4, 2025 - Independence Day Holiday
August 14, 2025 - First Day of Instruction
September 1, 2025 - Labor Day Holiday
October 13, 2025 - Indigenous Peoples' Day
November 11, 2025 - Veterans Day Holiday
November 26, 2025 - School Holiday
November 27 - 28, 2025 - Thanksgiving Holidays
December 22-23, 2025 - School Holiday
December 24, 2025 - January 1, 2026 - Winter Break
January 2, 2026 - School Holiday
January 5-6, 2026 – Non-Student Day
January 19, 2026 - Dr. Martin Luther King Jr. Holiday
February 16, 2026 - Presidents Day Holiday
February 17, 2026 - School Holiday (Lunar New Year)
March 30 - April 3, 2026 - Spring Break
May 25, 2026 - Memorial Day Holiday
May 29, 2026 - Last Day of Instruction
June 19, 2026 - Juneteenth Holliday

2026 Meeting Dates

January 22, 2026
(Agenda Items due January 12)

February 12, 2026
(Agenda Items due February 2)

February 26, 2026
(Agenda Items due TUESDAY February 17)

March 12, 2026
(Agenda Items due March 2)

March 26, 2026
(Agenda Items due March 16)

April 9, 2026
(Agenda Items due March 30)

April 23, 2026
(Agenda Items due April 13)

May 7, 2026
(Agenda Items due April 27)

May 21, 2026
(Agenda Items due May 11)

June 11, 2026
(Agenda Items due June 1)

June 25, 2026
(Agenda Items due June 15)

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: May 8, 2025

RE: SSFHS Staff to attend the AVID Summer Institute in San Diego from Tuesday, July 29 to Friday, August 1, 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 AVID Summer Institute (SI) experience shines with three key elements: Interactive Communities of Practice (CoPs), an inspiring and reimagined General Session, and dedicated Site Team time. Each of these components plays a vital role in helping educators get the most out of their journey by sparking new ideas, forming meaningful connections, and developing impactful strategies. Energizing professional learning is provided at SI through dynamic CoPs tailored to meet the unique needs of educators. These collaborative groups provide AVID educators with the necessary strategies and tools to empower students and drive their success. AVID's professional development is not just about teaching; it is about transforming classrooms and helping students reach their highest potential in college and career readiness.

Three SSFHS teachers (Alexandria Johnson, Juliana Guerrero, and Libby Veaudry) requested to participate in the AVID Summer Institute in San Diego, CA. They will stay in a San Diego hotel to be determined, with rates starting at $289 per night (before taxes and fees) from July 29 to August 1, 2025. They will attend workshops scheduled as follows:

- Tuesday, July 29, 2025: 4:00 PM - 5:30 PM (optional pre-session)
- Wednesday, July 30, 2025: 8:00 AM - 4:30 PM
- Thursday, July 31, 2025: 8:00 AM - 5:00 PM (with optional free evening SI Extension activities)
- Friday, August 1, 2025: 8:00 AM - 12:00 PM

FISCAL IMPLICATIONS:

Approximate cost per person ($2,418.28):

- Registration = $1,050
- Roundtrip Flight = $226
- Food ($55 per day for 3 days) = $165
- Room ($289 per night for 3 nights) = $977.28

Total Estimated Costs for three teachers: $7,254.84

LCAP funds (MGMT 197) will be used to fund professional learning expenses.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve three SSFHS AVID teachers to attend the AVID summer institute July 29 through August 1, 2025 in San Diego, CA.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 8, 2025

RE: Graduates, May 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:

** Attached are the lists of students scheduled to graduate in May 2025 from Baden High School, El Camino High School, South San Francisco High School, and Adult Education. These students are slated to receive their high school diplomas, pending successful completion of all graduation requirements.

** Note: Student names are provided to Board members only and are not included in the public agenda.

The Adult Education ceremony will be held on Wednesday, May 21, at 6:00 p.m., Baden will be held on Wednesday, May 28, at 6:00 p.m.; El Camino High School will be held on Friday, May 30, at 2:00 p.m., and South San Francisco High School will be held on Friday, May 30, at 2:00 p.m.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the May 2025 list of proposed graduates from Baden, El Camino and South San Francisco High Schools, and Adult Education.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

RETIREMENT

Samy, Sakuntala, Paraprofessional II - Special Education, South San Francisco High School, 6.0 hours per day, Range 29, Step 5, effective April 30, 2025.

Woolley, Judith, Paraprofessional II - Special Education, Sunshine Gardens Elementary School, 6.0 hours per day, Range 29 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: May 8, 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 April 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 APRIL 2025.

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

$100 – Two $50 donations from Blackbaud Giving Fund to Monte Verde Elementary School in support of student and staff needs, for use under the principal's discretion.

$100 – Ten (10) $10 gift-cards from Brew Cha to El Camino High School in support of promoting engagement and attendance for the 2nd Annual Spring into Summer: A College and Career Event.

$100 – Non-monetary donation of four (4) game tickets to an Oakland Roots SC Game valued at roughly $100. This donation is from Oakland Roots SC to El Camino High School in support of promoting engagement and attendance for the 2nd Annual Spring into Summer: A College and Career Event.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: May 8, 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

$6,000	Lea & Braze Engineering, Inc. – To conduct a partial lot topographic survey and a boundary survey of the Facilities Building, its surrounding parking lot, and adjacent land. The survey will include mapping structures, hardscape, major landscaping, utilities, and street frontage features. Research and delineation of property boundaries and easements will also be included in the final survey. Commencing April 2025.
$5,620	Ninyo & Moore – Providing materials testing and special inspection services for the El Camino High School Building J Classroom Alteration Project. The special inspection work will be conducted based on the review of project plans, the DSA 103 form, addenda, and other relevant documents, with associated cost estimates provided accordingly. Commencing April 2025.
$3,090	Ninyo & Moore - Providing materials testing and special inspection services for the Parkway Heights Middle School Building D Alterations Project, with cost estimates based on

	the review of project plans, the DSA 103 form, addenda, and other relevant documents. Commencing April 2025.
$6,480	CIS, Inc. – Providing project inspection services for the El Camino High School Building J Classroom Alteration Project. CIS will assign a part-time Class 3 Inspector of Record (IOR) to oversee and ensure compliance with project plans, specifications, and applicable codes. Commencing June 2025.
Not to Exceed $25,000	Daylight Foods, Inc. – Supplying high-quality fruits and vegetables food service for the past three years. Due to rising costs and increase student participation, an increase of $25K is required to continue sourcing from them. Commencing throughout the remainder of the 2024-25 school year.

Educational Services

$1,500	Silicon Valley Mathematics Initiative, LLC (SVMI) – As part of SSFUSD's middle school placement process, SVMI will score about 100 MAC 2025 student exams, with each exam consisting of five tasks. Commencing April 2025.

South San Francisco High School

$4,787.45	Israel Salvador Aviles Navarro – The SSFHS Folklórico Club is requesting to bring in a professional dance instructor to provide lectures and teach new choreography focused on traditional movements from Veracruz, Tamaulipas, and Chiapas. Associated costs will include meals and airfare. Commencing May 2025.

Westborough Middle School

Not to Exceed $1,400	Esposito's Catering – Providing catering services for the Westborough Middle School Dance. Commencing May 16, 2025.

FISCAL IMPLICATIONS:

Listed above

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 8, 2025

RE: Approval of Fresh Produce RFP Rollover for FY 2025 - 2026

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:

In compliance with Child Nutrition program procurement regulations, the South San Francisco Unified School District establishes annual contracts with vendors after competitive bidding for food products and food supplies purchases. There are two types:

- Invitation For Bid (IFB) – When the primary consideration is cost and the expectation is that competitive bids will be received and an award will be made to the responsive and responsible respondent whose publicly opened bid is lowest in price. This is used for Dairy Products.
- Request for Proposal (RFP) – When vendors are requested to submit a proposal for servicing the needs of the District, this is called a RFP. This is used for Commercial (Non-Commodity) food products, food supplies, fresh produce and the distribution of Commodity food products.

Typically, the contracts awarded include the possibility of rolling over the contract for two subsequent school years with the same price or a price adjusted to account for inflation. Districts inform their vendors of their intention of extending the contract for an additional year and negotiate the price. Then the vendor can accept or refuse.

The Board approved the rollover Bid for Fresh Produce for FY 2024-25. Staff are very satisfied with the vendor's service and the product quality and request Board approval for a rollover into FY 2025-26.

FISCAL IMPLICATIONS:

This RFP rollover recommendation represents a potential commitment and encumbrances of $160,000 from the Nutrition Services Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Fresh Produce Bid rollover into FY 2025-26 as presented in the amount of $160,000.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

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

DATE: May 8, 2025

RE: Commercial Foods and Supplies RFP Rollover for 2025-26

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:

In compliance with Child Nutrition program procurement regulations, the South San Francisco Unified School District establishes annual contracts with vendors after competitive bidding for food products and food supplies purchases. There are two types:

- Invitation For Bid (IFB) – When the primary consideration is cost and the expectation is that competitive bids will be received and an award will be made to the responsive and responsible respondent whose publicly opened bid is lowest in price. This is used for Dairy Products.
- Request for Proposal (RFP) – When vendors are requested to submit a proposal for servicing the needs of the District, this is called a RFP. This is used for Commercial (Non-Commodity) food products, food supplies, fresh produce and the distribution of Commodity food products.

Typically, the contracts awarded include the possibility of rolling over the contract for two subsequent school years with the same price or a price adjusted to account for inflation. Districts inform their vendors of their intention of extending the contract for an additional year and negotiate the price. Then the vendor can accept or refuse.

The Board approved the rollover Bid for the Commercial Foods and Supplies for FY 2024-25. Staff are satisfied with the vendor's service and the product quality and request Board approval for a rollover into FY 2025-26.

FISCAL IMPLICATIONS:

This RFP rollover recommendation represents a potential commitment and encumbrances of $201,934 from the Nutrition Services Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Commercial Foods and Supplies Bid rollover into FY 2025-26 as presented in the amount of $201,934.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

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

DATE: May 8, 2025

RE: Distribution of Processed USDA Foods RFP Rollover for 2025-26

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:

In compliance with Child Nutrition program procurement regulations, the South San Francisco Unified School District establishes annual contracts with vendors after competitive bidding for food products and food supplies purchases. There are two types:

- Invitation For Bid (IFB) – When the primary consideration is cost and the expectation is that competitive bids will be received and an award will be made to the responsive and responsible respondent whose publicly opened bid is lowest in price. This is used for Dairy Products.

- Request for Proposal (RFP) – When vendors are requested to submit a proposal for servicing the needs of the District, this is called a RFP. This is used for Commercial (Non-Commodity) food products, food supplies, fresh produce and the distribution of Commodity food products.

Typically, the contracts awarded include the possibility of rolling over the contract for two subsequent school years with the same price or a price adjusted to account for inflation. Districts inform their vendors of their intention of extending the contract for an additional year and negotiate the price. Then the vendor can accept or refuse.

The Board approved the rollover Bid for the distribution of Processed USDA Foods for FY 2024-25. Staff are satisfied with the vendor's service and the product quality and request Board approval for a rollover into FY 2025-26.

FISCAL IMPLICATIONS:

This RFP rollover recommendation represents a potential commitment and encumbrances of $150,000 from the Nutrition Services Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Distribution of Processed USDA Foods Bid rollover into FY 2025-26 as presented in the amount of $150,000.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 8, 2025

RE: SSFUSD Initial Proposal to CSEA to Reopen Negotiations 2025-2026

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:

In accordance with California Government Code Section 3547, prior to commencing labor negotiations, all initial proposals of exclusive representatives and of public-school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public-school employer and thereafter shall be public records. The South San Francisco Unified School District ("District") and the Classified School Employees Association Chapter 197 ("CSEA") will be negotiating a reopener collective bargaining agreement ("reopener agreement") for the 2025-2026 term. At the public meeting on March 27, 2025, the CSEA submitted its initial proposal to the Board of Trustees and the District to reopen negotiations for the reopener agreement, and CSEA representatives presented its initial proposal for information and discussion. Following the presentation, a public hearing was conducted to provide an opportunity for members of the public to comment on CSEA's initial proposal. At the next public meeting on May 8, 2025, the District will submit its initial proposal to the Board of Trustees and the CSEA, and the Assistant Superintendent of Human Resources and Student Services will present the District's initial proposal for information and discussion. Following the presentation, a public hearing will be conducted to provide an opportunity for members of the public to comment on the District's initial proposal.

FISCAL IMPLICATIONS:

To be determined.

RECOMMENDATION:

For Information and Discussion only.

Initial Proposal of the South San Francisco Unified School District
to the Classified School Employees Association Chapter 197
for a Reopener Agreement to Begin July 1, 2025

Pursuant to Government Code Section 3547, the South San Francisco Unified School District ("District") hereby submits its initial proposal to the Classified School Employees Association Chapter 197 ("CSEA") for annual reopener contract negotiations.

Our District's approach to negotiations will be guided by our Board-adopted strategic plan, "Fulfilling Our Promise to Learners," i.e., our mission, vision, and core values, our "Portrait of a Graduate," and our five priorities: exceptional instruction, engaged students, purposeful partnerships, empowered educators, and equity-centered systems.

We will present proposals and/or counter proposals on all articles identified by CSEA in its March 27, 2025 Sunshine Statement including, but not limited to, all of the following:

Article 7 – Compensation and Benefits

The District has an interest in negotiating fair and reasonable compensation and benefits consistent with the District's financial capacity to make a payment, combined with the District's projected future financial stability, and taking into account the reality of local, state, and federal economic conditions.

Article 25 – Term

The District has an interest in resolving negotiations beyond the 2025-2026 school year.

Any Appendices affected by contract modifications.

Specific modifications to current CSEA contract language will be developed during the negotiations process.

In addition, the District reserves its right to negotiate subjects and articles not specified above consistent with the applicable provisions of the Educational Employment Relations Act (Government Code section 3543 *et seq*.).

We look forward to collaborative, objective, and fact-based negotiations with CSEA.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 8, 2025

RE: San Mateo County Office of Education/Alder Graduate School of Education Teacher Residency Program Agreement SY 2025-2026

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 November 14, 2024, the Board of Trustees unanimously approved SSFUSD's Empowered Educators Talent Pipeline Partnerships Program 2025-2026. Empowered Educators is one of five strategic priorities in SSFUSD's strategic plan, Fulfilling Our Promise to Learners, which the Board of Trustees approved on February 15, 2024. SSFUSD aspires to be the Bay Area's leading organization for mission driven educators. To achieve this priority, we will develop teacher and leader pipeline partnership programs with local, regionally accredited colleges and universities, and build career pathways to grow our own talent from students to professional educators.

The San Mateo County Office of Education (SMCOE) and Alder Graduate School of Education Teacher Residency Program consortium is composed of partnerships with school districts and county programs in San Mateo County. Each year, the school district and county program partners determine the number of residency spots they will offer. The credential areas of focus for our SMCOE/Alder Teacher Residency Program are Education Specialist, Multiple Subject, and Single Subject Mathematics or Science, which means that our residents will earn both a Master's Degree in Education and one of the listed credentials upon successful completion of the residency program.

For the 2025-2026 school year, SSFUSD anticipates hosting up to ten (10) Teacher Resident Candidates and up to ten (10) Teacher Residency Mentors.

FISCAL IMPLICATIONS:

The grand total cost of the program is up to $110,000. The breakdown is as follows:

- A stipend of $9,000 per Teacher Residency Candidate:
    - Ten (10) Residency Candidates at $9,000 each for a total of $90,000
- A stipend of $2,000 per Residency Mentor:
    - Ten (10) Mentors at $2,000 each for a total of $20,000

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the San Mateo County Office of Education/Alder Graduate School of Education Teacher Residency Program Agreement SY 2025-2026.

AGREEMENT BETWEEN THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FOR THE SMCOE/ALDER GSE TEACHER RESIDENCY PROGRAM

A. General

1. This Combined Partnership Teacher Residency Program Agreement (this "Agreement") is between the San Mateo County Superintendent of Schools ("Superintendent") South San Francisco Unified School District ("District"), to implement the SMCOE/Alder GSE Teacher Residency Program.

B. Parameters

2. The effective date of this Agreement is between July 1, 2025 and June 30, 2026.

C. Purpose

The purpose of this Agreement is to establish a formal working relationship between the Parties and to set forth the operative conditions that will govern this partnership: to recruit a diverse cohort of teachers, to develop excellent teachers through a residency model, to increase teacher retention, to create a pipeline for people interested in becoming teachers and for expert teacher interested in learning to mentor new teachers. By working together with Alder GSE, SMCOE and District will create a strong new teacher pipeline.

D. Responsibilities of the Parties – General

1. <u>The Superintendent agrees to the following:</u>
    a. Employ an appropriate number of staff within the discretion of the Superintendent to perform services as described in the SMCOE/Alder GSE Teacher Residency Program Agreement.
    b. Provide meeting space for program activities:
        i. During In-Person Learning, this designated meeting room will be at SMCOE (101 Twin Dolphin Dr., Redwood City, CA) and will be available between 8 am – 5 pm one day (the same day) each week.
        ii. During virtual instruction, the meeting space will be via Zoom.

c. Participate in and oversee a state-approved/accredited Masters and teacher credential program (in conjunction with Alder GSE), which will allow each eligible candidate who fully completes all program requirements to obtain his/her mild/moderate special education, multiple subject, and/or single subject teaching credential.

d. Provide a process for equitable distribution of services to Teacher Residency Candidates, Mentors, and Site Administrators in all participating districts, including recruitment of Mentors to work with the district's Teacher Residency Candidates, as needed.

e. Establish and maintain accurate records and reports including confidential files containing information, formative assessments and other statements of progress for Candidates. Establish and maintain a comprehensive database for all residency candidates. Provide regular updates to all residency candidates and their districts.

f. Supply reports and other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing and California State Department of Education.

2. <u>The District agrees to the following:</u>

a. Pay to the Superintendent:

i. a stipend of $9,000 per Teacher Residency Candidate:

Up to Ten (10) District Candidates at $9,000 each for a total of **$90,000**

ii. a stipend of $2,000 per Residency Mentor:

Up to Ten (10) Mentors at $2,000 each for a total of **$20,000**

iii. **Total: $110,000** within 30-days of receipt of invoice generated by the Superintendent, and in any event, no later than August 30, 2025.

b. Collaborate with SMCOE staff to recruit and select Resident candidates, seeking to recruit both internal and external candidates.

c. Nominate candidates to the program using the criteria supplied by Alder GSE. District will work with SMCOE and Alder GSE's recruiting team to align on a plan for the recruitment and selection of Residents that all parties to this agreement agree is strategic and sound.

d. Consider Residents as intended future teachers for the district/schools where they are trained. The District gets first offer rights. If they do not have an opening or if they do not wish to offer a position, a Resident has the option to seek employment with the other districts in the county or more broadly.

e. Provide support for the role of the Mentor including: Adjust the Mentor work year (as needed) to allow Mentors to participate in required SMCOE/Alder GSE training as appropriate; assure the Mentor's attendance at required Mentor Seminars at SMCOE.

f. Work cooperatively with the SMCOE and Alder GSE staff and Mentors and commit to ongoing professional development in support of the Teacher Residency program.

g. Participate in all evaluation/feedback activities.

h. Will not use the residency candidate as a school sub, but will allow the resident to act as teacher of record whenever the mentor teacher is absent from the classroom.

3. <u>The Mentor will:</u>
   a. be expected to formally plan with their residents, which includes at least 2 hours of "Sacred Meeting Time" every week.
   b. be available during the entire school year in order to participate in the program.
   c. be present as much as possible; mentors will not miss excessive (5 or more) days from the classroom. (Note: resident placement may be changed in case of excessive absences.)
   d. agree to be supported and coached by their Residency Director in their work as mentors. These biweekly or monthly coaching sessions will run on site in the mentor's classrooms.
   e. attend ten mentor trainings which includes the orientation in the summer.
   f. respond to email within a 1 business day turnaround time frame.

   Note: New Mentors will attend a New Mentor Orientation (Mentoring 101) before the start of the 2025-2026 school year.

E. Other Conditions

1. If the district does not offer a candidate a credentialed position at the end of the residency year, the district matching funds cannot be recuperated.
2. If the resident drops out of the program before October 15 the district does not pay matching funds for that resident.
3. Any and all products developed by the SMCOE/Alder GSE are exclusive property of the Superintendent and the SOME/Alder GSE Teacher Residency Program. The Teacher Residency Candidate shall not have the right to disseminate, market or otherwise use the products without the expressed written permission of the Superintendent and Alder GSE.
4. HOLD HARMLESS. Teacher Residency Candidate shall hold Superintendent, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Superintendent, its officers, agents or employees taken under this Agreement.
5. MODIFICATION OR ASSIGNMENT. This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved by writing by the Superintendent and authorized representatives of the parties involved.
6. ADDRESSES. All correspondence, notices, claims, etc. will be sent to the following persons and addresses:

For the **Superintendent**:	Carmen French Director, Teacher Residency and Administrator Programs San Mateo County Office of Education

101 Twin Dolphin Drive
Redwood City, CA 94065
650-802-5334
650-802-5388 (fax)
cfrench@smcoe.org@smcoe.org

For the **District:**

Dr. Shawnterra Moore, Superintendent
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
650-877-8705
smoore@ssfusd.org

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS	**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**
_____	_____
Signature	Signature
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date

W.H.
3/18/2025

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 8, 2025

RE: Adoption of Tentative Agreement between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association for the 2025-2028 Term and Approval of the Corresponding Public Disclosure AB 1200

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:

During the 2025 spring semester, representatives of the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association negotiated a Tentative Agreement regarding all open Articles specified in the original Initial (Sunshine) Proposals that were presented and approved at the December 12, 2024 and January 23, 2025 regular Board meetings. Attached to this memorandum is the signed Tentative Agreement dated April 30, 2025.

FISCAL IMPLICATIONS:

Pursuant to Assembly Bill (AB) 1200, Government Code (GC) 3547.5, and California Code of Regulations (CCR), Title V, Section 15449, please refer to the enclosed corresponding Public Disclosure AB 1200.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt the Tentative Agreement between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association for the 2025-2028 term, and approve the corresponding Public Disclosure AB 1200.

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TENTATIVE AGREEMENT
for Successor Agreement 2025-2028
Between the
South San Francisco Unified School District (SSFUSD)
and the South San Francisco Classroom Teachers Association (SSFCTA)

April 30, 2025 – 2:53pm

ARTICLE 7
COMPENSATION AND BENEFITS

A. Salary

1. Effective July 1, 2025, the Certificated Salary Schedule (Appendix B-1), the School Psychologist and Speech and Language Pathologist Salary Schedule (Appendix C), and the Children's Center Salary Schedule (Appendix D) shall be increased by four and one half percent (4.5%).

2. Effective July 1, 2026, the Certificated Salary Schedule (Appendix B-1), the School Psychologist and Speech and Language Pathologist Salary Schedule (Appendix C), and the Children's Center Salary Schedule (Appendix D) shall be increased by two and one half percent (2.5%).

3. Effective July 1, 2027, the Certificated Salary Schedule (Appendix B-1), the School Psychologist and Speech and Language Pathologist Salary Schedule (Appendix C), and the Children's Center Salary Schedule (Appendix D) shall be increased by four percent (4%).

4. The District will notify SSFCTA within ten (10) business days of receipt of any new state and/or federal early education funds for the Children's Center.

B. Advanced Degrees and Professional Certifications

1.1. Unit members shall receive an annual stipend equal to one thousand seven hundred fifty dollars ($1,750) for possession of one (1) Master's Degree earned from a regionally accredited college or university institution. The annual stipend shall be distributed in equal payment installments per monthly payroll cycle.

1.2. Unit members shall receive an annual stipend equal to one thousand seven hundred fifty dollars ($1,750) for possession of one (1) Doctorate Degree earned from a regionally accredited college or university institution. The

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annual stipend shall be distributed in equal payment installments per monthly payroll cycle.

1.3. Unit members shall receive an annual stipend equal to three thousand dollars ($3,000) for possession of one (1) National Board Certification (NBCT) earned from the National Board for Professional Teaching Standards (NBPTS). The annual stipend shall be distributed in equal payment installments per monthly payroll cycle.

1.4. Unit members shall be limited to recognition of one (1) Master's Degree, one (1) Doctorate Degree, and one (1) National Board Certification.

1.5. Unit members shall submit to the District official transcripts issued by a regionally accredited college or university institution that must clearly display the conferral date of the degree, and certified copies of the official National Board Certification and National Board Maintenance of Certification. These advanced degrees and professional certifications shall be verified by the District prior to distributing payments to eligible unit members.

C. Longevity

1. Unit members shall receive a longevity stipend equal to two thousand dollars ($2,000) in recognition of continuous (no break in service) employment with the District. The longevity stipend shall be distributed in one lump sum payment installment in the last monthly payroll cycle of the school year upon the completion of fifteen (15), twenty (20), and twenty-five (25) years of service.

D. Academic Specialists (Special Education Teachers of Record)

1. Unit members employed in positions as Academic Specialists (Special Education Teachers of Record) shall receive an annual stipend equal to two thousand dollars ($2,000). The annual stipend shall be distributed in equal payment installments per monthly payroll cycle.

E. Co-Curricular Programs and Activities

1. Unit members employed in positions for athletics or other co-curricular programs and activities, as established by the District, shall receive compensation in the stipend amount defined in the Certificated Co-Curricular Salary Schedule (Appendix B-2 or B-3).

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2. This compensation shall not be a part of the unit member's contract and shall be paid upon the completion of the athletics or other co-curricular programs and activities season or semester, whichever is appropriate to the employment.

3. As verified and approved by the District, no unit member shall earn two (2) or more stipends in one (1) season or semester unless the activities for the two (2) or more stipends are conducted at separate times as two (2) or more distinct contract obligations.

4. As verified and approved by the District, if two (2) athletics teams in a season must be fielded under the direction of one (1) coach, the varsity head coach stipend shall be increased by fifty percent (50%) to reflect the additional responsibility.

F. Hourly Rate

1. The hourly rate of pay shall be sixty dollars ($60) per one (1) hour applied to all additional hours worked and services rendered beyond established contract hours. All additional hours worked shall be preapproved in writing by the authorizing Administrator prior to services rendered.

H. Secondary Department Chairs and Head Counselors ~~Stipends shall be as follows:~~

1. Unit members assigned as Grades 6-12 Secondary Department Chairs or Head Counselors shall receive an annual stipend based on the total number of course sections as follows:

   1.1. Head Counselors and fifteen (15) or more course sections equals $2,530

   1.2. Eleven (11) to fourteen (14) course sections equals $1,895

   1.3. Six (6) to ten (10) course sections equals $1,265

   1.4. Five (5) or fewer course sections equals $633

2. The annual stipend shall be distributed in one lump sum payment installment in the last monthly payroll cycle of the school year.

I. Secondary Club and Class Advisors

1. Unit members assigned as Grades 6-12 Secondary Club Advisors shall receive an annual stipend of five hundred dollars ($500). The annual stipend shall be distributed in one lump sum payment installment in the last monthly payroll cycle of the school year.

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2. Unit members assigned as Grades 6-12 Secondary Class Advisors shall receive an annual stipend as follows:

2.1 Grades 6 through 10 equals ~~$325~~ $500

2.2 Grades 11 and 12 equals ~~$500~~ $750

2.3 The annual stipend shall be distributed in one lump sum payment installment in the last monthly payroll cycle of the school year.

~~Stipend Increases, Additions to Stipends and Hourly Rate~~

~~5.1. Effective July 1, 2023 remove DM, EM, and FM salary schedule columns and establish a $1,750 annual stipend divided equally per pay period for unit members that have a Master's or Doctorate degree.~~

~~5.2. Effective July 1, 2022 establish a $3000 annual stipend for members who have National Board Certification.~~

~~5.3. Effective July 1, 2022 establish a $2,000 longevity stipend (one-time, off-schedule payment) in recognition for service with the SSFUSD payable upon the completion of 15, 20, and 25 years of service. [No retro payments for unit members who have already passed the identified longevity years except that those with more than 25 years shall receive a one time payment of $2,000 at the end of the 2022-2023 school year.]~~

~~5.4. Effective July 1, 2022 increase the years of credit for teaching experience from 11 years (currently) to 15 years for placement on the salary schedule.~~

~~5.5. Effective July 1, 2022 all stipends paid to members will be listed on Appendix B-2 or B-3.~~

~~5.6. Effective July 1, 2023 establish that all SSFCTA unit members required to supervise at SSFUSD events outside the regularly contracted work hours, other than events unit members are required to attend as listed in the Contract, shall be paid at the hourly rate, prorated in 15 minute increments, for the duration of the supervision as directed.~~

~~5.7. Effective January 1, 2022 or upon ratification whichever is later, increase the hourly rate to $60, reflected on the salary schedules in Appendices B-1 and B-3.~~

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~~5.8. Effective July 1, 2019, increase Academic Specialists (formerly known as Special Education Teachers) yearly stipend to $2,000 per year. Paid in November and March~~

~~5.9. Effective July 1, 2019, increase part time coordinator and department chair stipends by 50%. Paid in November and February.~~

~~5.10. Effective July 1, 2019, add class and club advisors to Appendix B3 at $325/year. Paid in May.~~

~~5.11. Effective July 1, 2019, add junior and senior class stipends to Appendix B3 at $500/year. Paid in May.~~

~~5.12. Effective July 1, 2019, establish yearbook advisor stipend for middle school and high schools at Class II on Appendix B-2. Paid in May.~~

~~5.13. Effective July 1, 2019, establish a high school intramural stipend, 2 per year for both high schools, at Class IV on Appendix B-2. Paid in November and March.~~

J. Fringe Benefits

1. General Provisions

1.1 ~~Effective July 1, 2019, t~~The District's monthly contribution to fringe benefits for active unit members working at least 0.5 FTE shall be the cost of employee only coverage at the Kaiser HMO rate the cost of employee only vision and dental coverage. The total amount of the District's contribution to fringe benefits for unit members shall not be lower than $801.65 per month.

1.2 New unit members shall be eligible for these benefits on the first day of service. These unit members may receive immediate insurance coverage by paying the initial premium(s). ~~Effective December 1, 1987, t~~The District shall reimburse the Unit employee the amount of the first month premiums, up to the dollar amount specified above. Said reimbursement shall be made within 60 days.

1.3 Existing fringe benefit plans may be changed by mutual agreement of the parties.

1.4 The District agrees to provide an IRC 125 Plan, whereby unit members who have out-of-pocket premium costs for health benefits can pay such cost with

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pre-tax dollars. No administrative costs shall be charged to bargaining unit members who use said IRC 125 Plan.

1.5 ~~Effective January 1, 1994, m~~Medical insurance shall be offered through the PERS Health Benefits Program (PEMHEA), subject to all the conditions described herein.

2. Active Employees

2.1 The face value of the life insurance benefit for ~~all~~ unit members, except school psychologists, shall be $50,000 ~~$65,000~~. The face value of the life insurance benefit for school psychologists shall be $65,000.

2.2. ~~Effective January 1, 1994,~~ Vision Care Plan (VSP Plan C) shall have a $25.00 deductible. Enrollment in said VSP plan shall be optional and at the sole discretion of the unit member.

2.3. ~~Effective January 1, 1994, (implementation of PEMHEA) t~~The District medical insurance contribution per eligible FTE unit member shall be $16.00 per month, twelfthly; this amount shall be the basic District contribution for health insurance.

2.3.1 The $16.00 per contribution by the District for medical insurance shall be made on behalf of all unit members working half time or more. The District shall continue its current practice of prorated contributions. Enrollments in dental and life insurance shall be mandatory.

2.3.2. The District shall maintain its current practice regarding medical insurance contribution for unit members working less than half time. Said employees shall not be eligible for participation in the PERS Health Plan. (Note: If District practice is currently to provide prorated benefits to said unit members, they may be eligible to participate in any other District sponsored plan subject to the approval/conditions established by the carrier and with the concurrence of any other involved District bargaining unit. If no alternative plan is available, said unit members shall receive no medical insurance contribution by the District.)

2.4. The District shall provide each FTE unit member with a monthly contribution for optional fringe benefit premiums. A description of fringe

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benefits is contained on the Unit member Certificated Salary Schedule contained in Appendix B-1.

2.5. Every full-time unit member shall enroll in one of the health insurance plans offered by the District/PERS or provide proof of other health insurance coverage. If the unit member elects not to enroll in one of said plans, the District contribution amount shall be forfeited.

2.6. Any excess medical insurance premium for a unit member and dependents that is beyond the District contribution levels specified in Section B.2.3.1 and B.2.4, above, shall be the sole responsibility of said unit member.

2.7. The administrative and reserve costs charged to the District by PERS shall not exceed 1 percent of unit member health insurance premiums. Additional costs, if any, shall be subject to renegotiations between the District and the Association. Failure to reach an agreement (within 90 days) on additional costs shall result in an automatic termination of the PERS Health Benefits Program.

2.8. A unit member's domestic partner, as defined by applicable state law, shall be eligible for coverage and other benefits provided in this Article to the same extent as a unit member's spouse. A unit member and another adult are domestic partners when the following occur:

2.8.1 Each is eighteen (18 years) of age or older and mentally capable of consenting to the domestic partnership;

2.8.2. Both share a close personal relationship with each other and are responsible for each other's common welfare;

2.8.3. Neither is married to someone else or a member of another domestic partnership;

2.8.4 Both are not related by blood in a way that would prevent them from being married to each other in California; and

2.8.5 Both share the same regular and permanent residence, with the current intent to do so indefinitely.

2.9. Under applicable federal income tax law, payments for health coverage of a domestic partner may result in additional imputed taxable income to the unit member, with possible withholding for payroll taxes.

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2.10. A unit member must provide proof of marriage or domestic partnership when it is necessary to verify eligibility to receive health benefits.

2.11. A unit member must provide written notice to the District if there is a change in circumstances that would result in loss of health benefits coverage for a spouse, domestic partner or a dependent.

3. CTA and the District will participate on a Health and Welfare Benefits Taskforce to study existing health benefits plans and costs and to develop recommendations to control and reduce costs while maintaining quality benefits for unit members. The parties' recommendations shall be submitted to the District and employee groups prior to the next round of negotiations.

4. Retired Employees

4.1. Health insurance for retired unit members shall be provided under the following terms and conditions:

4.1.1. The District agrees to contribute the lesser amount set by Government Code Section 22857 subdivision (B) of the California Public Employees' Retirement Law per eligible retiree (as defined herein) per month for the life of the employee, which at no time shall exceed $82.80 per month.

4.1.2. If the District and Association agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of the basic contribution.

4.1.3. If the retiree elects not to enroll in the PERS Health Plan, the District premium contribution amount in Section B.4.a.(1) will be forfeited.

4.1.4. If the retiree becomes deceased, and the unit member's surviving spouse continues to receive STRS/PERS pension benefits, the surviving spouse shall continue to receive the basic District contribution for medical insurance for the duration of receipt of the State retirement benefit.

4.2. Early Retirement Incentive For Those Unit Members Who Did Not Participate In The PARS Retirement and Separation Incentives for 1994-95 and Who Retired Prior to November 26, 1996. An Early Retiree (as defined herein), who continues to participate in the District Medical Benefit Program after retirement shall receive $71.50 per month, twelfthly, from

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the District subject to the conditions described herein. Said compensating monthly payment shall be in addition to the contribution specified in Section B.3.a. (1), above.

4.2.1. The retiree must have reached a minimum age of at least fifty-five (55) years prior to retirement.

4.2.2. The retiree must have served the District for at least ten (10) consecutive years immediately prior to retirement.

4.2.3. The unit member must have retired after age 55, but prior to age 65.

4.2.4. The retired unit member must be retired under the provision of the State Teachers' Retirement System or PERS.

4.2.5. The retired unit member must have been enrolled in a health insurance plan while an active employee.

4.2.6. The District shall pay such contribution for the retiree until the sooner of the death of the retiree, or the attainment of the age of sixty-five (65).

4.3. Early Retirement Incentive for Those Unit Members Who Did Not Participate In the PARS Retirement and Separation Incentive for 1994-95, And Who Retire Between November 26, 1996, and June 30, 1999. The contribution ($134/month) shall continue until October 30, 1999. An Early Retiree (as defined herein), who continues to participate in the District Medical Benefit Program after retirement shall receive $134.00 per month, twelfthly, from the District subject to the conditions described herein. Said compensating monthly payment shall be in addition to the contribution specified in Section B. 3. a.(1), above.

(1) The retiree must have reached a minimum age of at least fifty-five (55) years prior to retirement.

(2) The retiree must have served the District for at least ten (10) consecutive years immediately prior to retirement.

(3) The unit member must have retired after age 55, but prior to age 65.

(4) The retired unit member must be retired under the provision of the State Teachers' Retirement System or PERS.

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(5) The retired unit member must have been enrolled in a health insurance plan while an active employee.

(6) The District shall pay such contribution for the retiree until the sooner of the death of the retiree, or the attainment of the age of sixty-five (65).

4.4. Health Benefits: Retirees (both current and prospective) shall be allowed to purchase vision coverage through the plans offered by the District, to the extent such participation is allowed by the provider(s) of such plan(s).

~~C. College, University, and In-service Credit~~

~~1. In-service credit shall only be granted for participation in workshops approved by the District, supervision of Student teachers, or participation in the San Mateo County Elementary Outdoor Education Program. Unit members electing said in-service credit shall not be eligible for overnight supervision compensation as provided for in Section J below or Master Teachers: Stipend as provided for in Section D-4 below.~~

~~2. Requirements for professional growth for new teachers to the extent required by SB813 shall be mutually agreed upon by the District and the Association.~~

~~3. Prior approval for college credits for advancement on the salary schedule is not required when the courses are at the graduate level and related to the present teaching assignment. Exceptions to this rule may be granted by the District. The maximum number of credits, both college and in-service, is not to exceed six (6) semester units per semester for advancement on the salary schedule. Exception to the six (6) semester unit limitation requires prior approval from the District.~~

D. Professional Compensation

1. During the school term and summer, unit members will receive paychecks as soon as practicable after the District receives them from the County Office. Unit members shall have the option of ten (10) or twelve (12) paychecks. Each unit member shall select a plan before June 1 of the preceding school year. Any unit member (except new employees) who fails to select a payment plan by June 1 of the preceding year will receive ten (10) paychecks.

2. The supplemental pay schedule shall be as set forth in Appendices B-1 and B-2. Supplemental pay shall be paid each month except for coaches, department chairpersons, and subject matter coordinators. Department chairpersons and subject matter coordinators shall be paid semiannually; and coaches shall be paid

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on December 1, March 1, and June 1, after completion of the regularly scheduled season. Placement on the salary schedule shall be determined by training and experience after verification by the Certificated Personnel Office.

3. Part-time unit members assigned to grades 6-12 shall be paid one-fifth of regular full time pay for each period taught. Regular full-time pay is the amount the employee would have received if the unit member were full time.

4. Master Teachers shall be paid the amount of the stipend received by the District from the student teacher's college or university. School psychologists supervising interns shall be paid the amount of the stipend received by the District from the intern's college or university.

5. A unit member required by the District to render service in excess of the unit member's work year shall be paid for additional service at the unit member's per diem rate; additional service rendered on a voluntary basis shall be paid the specified hourly rate. (as per Article 7, ~~A.2.6~~)

6. The District shall respond to unit member inquiries regarding compensation and benefits as soon as practicable.

7. Any unit member who has a paycheck withheld for any reason, either by District or the San Mateo County Office of Education, shall be notified as soon as practicable that the paycheck has been withheld and be informed of the reason for its delay.

8. All timecards shall be submitted during the fiscal year in which the work was performed. Unit members shall be paid no later than two pay periods following the month a timecard was submitted.

L. Credit for Prior Experience and Education for Initial Salary Schedule Placement Purposes

1. Step Placement

1.1 One (1) salary step is equivalent to one (1) verified, creditable service year of relevant work experience at a regionally accredited school, district, county office of education, college, or university institution.

1.2 The District may accept a unit member's relevant work experience as creditable service if it meets all of the following criteria:

1.2.1 Full or part time unit members must have served at least 75% of the regular work year in order to have that year count as a year of

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experience for salary placement. Partial years are not aggregated in the calculation for determining one (1) year of creditable service.

1.2.2 The unit member worked at a regionally accredited school, district, county office of education, college, or university institution.

1.3 The District shall not accept substitute employee work experience as creditable service.

1.4 Effective July 1, 2025, the District shall accept all verified, creditable service years of relevant work experience at a regionally accredited school, district, county office of education, college, or university institution.

1.5 Credit for two years or more military service shall count as one step.

2. Column Placement

2.1 A salary column refers to the level of education attained over time by a unit member.

2.2 Unit members shall be placed at the salary column reflecting their total number of verified college and university post-Baccalaureate semester course units earned through a regionally accredited college or university institution.

2.3 All post-Baccalaureate semester course units shall count towards placement on the salary schedule columns.

2.4 By October 15th unit members shall submit to the District official transcripts issued by a regionally accredited college or university institution that must clearly display the conferral date of their Baccalaureate degree and date of completion of additional post-Baccalaureate semester course units.

~~Full or part-time unit members must serve 75 percent of the regular work year in order to have that year count as a year of experience for salary placement purposes.~~

~~Effective July 1, 2022 increase the years of credit for teaching experience from 11 years (currently) to 15 years for placement on the salary schedule. This experience must be in public schools, accredited private schools, colleges or universities and must have occurred within the last ten years. Credit for two years or more military service shall count as one step~~.

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~~Advanced Placement on Salary Schedule~~

~~3.1. A unit member with the exception of school psychologists hired by the District effective the 2022-2023 school year, shall receive credit for up to fifteen (15) years of prior experience when being initially placed on the salary schedule. School psychologists shall be granted up to five (5) years of experience.~~

~~4. A unit member receiving the advanced salary schedule placement described herein shall not be eligible for a voluntary reassignment out of the shortage area until the unit member has served in said assignment for five (5) years.~~

M. Salary Schedule Advancement ~~College, University, and In-Service Credit~~

1. Any unit member who only possesses a provisional credential issued by the California Commission on Teacher Credentialing (CTC) shall be placed on the first step of the first column of the Certificated Salary Schedule, and remain at this step and column until they earn an intern, preliminary, or clear credential.

2. Column Advancement

2.1 Prior approval for college, university, and continuing education semester course units ~~credits~~ for advancement on the salary schedule is not required when the courses are at the graduate level and related to the present teaching assignment. Exceptions to this rule may be granted by the District.

2.2 All post-Baccalaureate semester course units shall count towards advancement on the salary schedule columns.

2.3 The annual maximum number of college, university, and continuing education postgraduate semester course units ~~credits, both college and in-service, is~~ shall not ~~to~~ exceed fifteen (15) postgraduate semester course units. ~~annually~~

2.4 Course work undertaken during the summer must be completed by September 1.

2.5 By October 15, unit members shall submit to the District official transcripts issued by a regionally accredited college or university institution verifying completion of additional post-Baccalaureate semester course units.

~~1. Column Advancement~~

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5.1. Tenured and probationary unit members anticipating horizontal advancement for the next school year and who wish to receive pay changes on the first regular check of that school year shall notify the District of anticipated column changes no later than the last working day of the preceding regular school year. Such notification after the last working day will require later payroll adjustments. Anticipated column changes that are not subsequently completed as provided for below shall require a payroll adjustment.

~~5.2. In all circumstances, course work undertaken during the summer must be completed by September 1, and transcripts to verify course work must be submitted to the Personnel Office by October 15.~~

5.3. Payroll adjustments shall be retroactive to the beginning of the school year.

3. Step Advancement

3.1 In order to advance a step on the salary schedule, a unit member must serve at least 75% of the total number of days of the school year.

3.2 Unit members who serve less than 75% of the total number of days of the school year shall advance a step on the salary schedule every other school year.

N. Tax Sheltered Annuities

Unit members may participate in tax-sheltered annuities of their choice with the District providing payroll deduction for this purpose. Such deductions are to be made prior to withholding taxes.

O. Compensation for Stolen or Damaged Property

The District will establish a funding procedure for the term of this Agreement to reimburse a unit member for damage, theft of or destruction of personal property brought by a unit member to school for student instruction. This special program will be subject to the following conditions:

(1) Approval from principal's office shall be obtained prior to use.

(2) Each item must be registered at the principal's office.

(3) The maximum value reimbursed shall not exceed $200 per item. Any such request for reimbursement under this program must be accompanied by a complete report of loss.

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P. Duration of Benefits

The fringe benefits provided in this Article shall remain in effect during the term of this Agreement.

Q. Overnight Supervision

Effective July 1, 2014, the District will increase overnight stay (including Outdoor Education) stipend from $50 to $100 per night (per April 4, 2014 Tentative Agreement).

R. Medicare AB265

Effective November 1, 1991, the District shall implement the provisions of AB265, Medicare for Certificated Employees. The District and Employee shall each pay their respective required Medicare tax.

S. Retraining Program

Up to ten (10) eligible unit members may elect to be retrained/recertified, pursuant to the following provisions:

1. The District may, at its sole and exclusive discretion, designate assignment areas that are in short supply within the District and the anticipated period of shortage(s).
2. Unit member eligibility shall be limited to:
    2.1. An employee who is fully certified for the unit member's current assignment.
    2.2. An employee with permanent status in the District.
    2.3. An employee whose last two (2) years of District service have been rated Satisfactory or better.
    2.4. An employee who submits a detailed written prospectus for retraining.
3. In the event that more than ten (10) unit members apply for this program, the Superintendent's decision on selection shall be final and binding.
4. Upon completion of the retraining in a new field, and corresponding State certification as contemplated herein, and at the request of a unit member, the unit member shall be placed in an appropriate vacancy in said field.

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5. A retrained unit member serving in said field shall receive a training reimbursement of $1000 at the end of each year of full service to the District thereafter for a maximum of five years.

6. College units earned in conjunction with the retraining program, as provided for in Section 2.d above, shall be creditable for salary schedule purposes.

T. Transfer, Reassignment and Moving Stipend

If a classroom teacher is: (1) administratively transferred by the District to another school or classroom (pursuant to Article 11, section E); (2) reassigned by the District to another school or classroom (pursuant to Article 9 section C); or (3) required by the District to vacate and move all materials and belongings from the classroom due to ongoing construction/renovation and/or due to the needs of the City of South San Francisco Department of Parks and Recreation, then the unit member shall receive a stipend of $450.00 after the move has been completed. The District, upon request, shall assist the unit member in moving District property and materials to the new work location. No unit member shall receive more than $450.00 per actual move. If the classroom is shared by more than one teacher, or in the event of a team-teaching situation, then the $450.00 shall be equitably divided amongst the affected teachers. In the event that an administrative transfer or reassignment occurs during the instructional school year, then the unit member shall receive up to three (3) days of release time from regular classroom duties to prepare the new classroom before meeting with the students. The District shall only be financially responsible for District property.

U. Extra Duties Itemization

Beginning with the 2009-10 school year and each year thereafter, the District will provide each unit member with an itemized statement of the unit member's paid extra duties other than salary and benefits.

V. Salary Schedule

1. Effective July 1, 2025, the Certificated Salary Schedule (Appendix A) shall be structured as follows:

1.1. Salary Column A: Bachelor's Degree plus a minimum of thirty (30) post-Baccalaureate semester course units earned after conferral date of Bachelor's Degree

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1.2. Salary Column B: Bachelor's Degree plus a minimum of forty-five (45) post-Baccalaureate semester course units earned after conferral date of Bachelor's Degree

1.3. Salary Column C: Bachelor's Degree plus a minimum of sixty (60) post-Baccalaureate semester course units earned after conferral date of Bachelor's Degree

1.4. Salary Column D: Bachelor's Degree plus a minimum of seventy-five (75) post-Baccalaureate semester course units earned after conferral date of Bachelor's Degree

~~N. Salary Schedule Structure~~

~~1. As of July 1, 2025, columns in the Certificated Salary Schedule will be as follows:~~

- ~~BA + Credential~~
- ~~BA + Credential +15~~
- ~~BA + Credential + 30~~
- ~~BA + Credential + 45~~

2. Effective July 1, ~~2025~~ 2026, the Certificated Salary Schedule (Appendix B-1) shall no longer include frozen salary steps 12B-12E and 17B-17E, with step 22 as the highest step.

2.1 New Steps 13 through 16 shall each be allocated equivalent percentage increases between the existing increase from Step 12 to 17.

2.2 New Steps 18 through 21 shall each be allocated equivalent percentage increases between the existing increase from Step 17 to 22.

ARTICLE 8
TEACHING HOURS

C. Other Duties

1. In addition to the hours described above in Section B, unit members, except school psychologists, are responsible for other duties: Student Study Team (SST) meetings; Individualized Education Program (IEP) meetings; 504 Plan meetings; annual reviews; parent conferences~~;~~ committee assignments~~;~~ faculty and District meetings~~;~~ Back-to-School night~~;~~ student supervision~~;~~ Open House~~;~~ and other

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professional duties, i.e. grading of classwork, report card assigning of grades, administering assessments to assist in assigning grades, completion of necessary District forms, and curriculum planning, which are necessary for the efficient operation of the District.

a. The following other duties are eligible for compensation at the hourly rate as set forth in Article 7.F, for the length of their meeting attendance prorated in 15 minute increments if ~~it~~ they occur~~s~~ during a unit member's preparation period or outside contract hours:

   i. Student Study Team (SST) meetings; Individualized Education Program (IEP) meetings; 504 Plan meetings; annual reviews

   ii. Event Supervisions

   iii. Committee Assignments

   iv. District Meetings

b. Other Duties Not Eligible for Compensation:

   i. Back to School Night

   ii. Parent Conferences

   iii. Faculty Meetings

   iv. Open House

   v. Student Supervision within the contract day

G. Preparation Period

1. Grades TK-5

1.1. Teachers in ~~g~~Grades TK-5, including Special Education Academic Specialists, shall have a minimum of thirty (30) minutes daily uninterrupted~~, Student free, and~~ continuous, and student-free preparation period during the work day and three hundred (300) minutes teacher/student instructional contact time.

2. Grade 6-12

2.1. All full-time unit members assigned to ~~g~~Grades 6-12, including Special Education Academic Specialists whose daily assignment to the classroom is

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three periods or more, shall have daily uninterrupted and continuous preparation period during the assigned hours of no less than the equivalent of one class period for that school day.

2.2 In grades 6-12, all assigned periods designated as a preparation period within the unit member's assignment shall be uninterrupted and continuous.

5. IEP and SST Meetings and Preparation Period

5.1. ~~At~~ In Grades TK-12, ~~whenever possible,~~ Student Study Team (SST) meetings, Individualized Education Program (IEP) meetings, 504 Plan meetings, and annual reviews shall be scheduled during the instructional day, so as not to impact the unit member's preparation period or extend beyond the unit member's contract hours. ~~or impact the unit member's preparation period.~~ In the event that an ~~the~~ SST meeting, IEP meeting, 504 Plan meeting, or annual review~~s~~ must be scheduled to occur outside contract hours or impacts the unit member's designated preparation period, the unit member may timecard at the hourly rate for the length of their meeting attendance prorated in 15 minute increments.

R. Professional Development Days

1. The District shall ~~will~~ provide no less than three (3) professional development days within the contracted academic year. ~~The~~ Each professional development day~~s~~ shall not exceed the seven (7) hour~~s~~ contract work ~~per~~ day.

2. Professional ~~D~~development days ~~sessions~~ shall align with the ~~d~~District's strategic plan goals, priorities, and initiatives.

F. Work Year

1. The number of scheduled workdays for ~~employees~~ unit members, other than school psychologists, ~~and the District Nurse~~ shall be 186. The scheduling of such workdays shall be set forth in Appendix A.

2. The number of student contact days shall be 180.

3. The number of scheduled work days for school psychologists shall be 195. The scheduling of such workdays shall be set forth in Appendix A.

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H. Class Coverage

2. Unit members, including counselors, may be assigned by the principal to cover classes. A unit member at middle and high schools who must change the unit member's venue or is assigned during the unit member's preparation period to cover a class for a minimum of twenty (20) minutes shall be paid at the rate of $60 per hour. All timecards shall be submitted during the fiscal year in which the work was performed. Unit members shall be paid no later than two pay periods following the month a timecard has been submitted.

3. The hourly rate of $60 shall be divided equally among elementary teachers who accept students into their classes (pay is divided equally regardless of the number of students accepted into the class) due to the unavailability of a substitute teacher. All timecards shall be submitted during the fiscal year in which the work was performed. Unit members shall be paid no later than two pay periods following the month that work was performed a timecard has been submitted. Unit members shall be paid no later than two pay periods following the month that a time card has been submitted.

ARTICLE 9
ASSIGNMENT AND REASSIGNMENT

E. Mileage for Itinerant Unit Members

1. Itinerant unit members, including but not limited to, School Psychologists, Counselors, Special Education Academic Support Specialists, Beginning Teacher Support and Assessment (BTSA) Support Providers, District Nurses, Speech and Language Pathologists, Elementary Music Teachers, Adaptive Physical Education (P.E.) Teachers, Occupational Therapists, and itinerant unit members that provide direct services to one or more school sites ~~support more than one school site,~~ shall receive a stipend and/or mileage reimbursement~~s~~ in accordance with established District practices.

2. In addition to the monthly stipend, itinerant unit members who travel outside of San Mateo County ~~San Mateo and San Francisco Counties~~ shall be reimbursed at the current IRS rate.

3. Itinerant unit members will be reimbursed for tolls and parking if a receipt is submitted to the District.

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4. Itinerant unit members will be informed within the first thirty (30) work days of the academic year, the rate and/or stipend that they will receive for mileage reimbursement.

ARTICLE 11
TRANSFER

D. Notification of Vacancies

1. For the purpose of this Article, a vacancy is any unit position which remains unfilled after assignments pursuant to Article 9. No position shall be filled on a temporary basis so long as there is any unassigned unit member qualified for the position.

2. The District shall continuously and accurately post all known vacancies on the District website~~. This posting~~ that shall include the site, grade level, and/or specific subject to be taught. No posted vacancy shall be permanently filled until after the notice of the vacancy has been posted for five (5) days. For purposes of this section, a 'day' shall be defined as a day when the District Office is open for business.

3. Consideration will be given to all applications for the vacancy that are properly submitted; however, the final selection is within the sole discretion of the District.

E. District-Initiated Transfer - Administrative

5. Unit members administratively transferred due to ~~for~~ declining enrollment, ~~or~~ reduction in course offerings, or realignment or restructuring of programs or positions across the ~~d~~District shall have for the following school year, providing the unit member is properly credentialed, either:

5.1 A first preference to any vacancy over all unit members except those returning from paid sick leave; or

5.2 An opportunity to return to the unit member's former school providing a vacancy exists.

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ARTICLE 12
CLASS SIZE AND CASELOAD

1. Class Sizes

2. Grades 6-12

2.1. A divisor of 28 for 6th-12th grade classes at each site will be used for staffing allocation purposes.

2.2. The District-wide average class size for General Education classes in Grades 6 through 12 shall be thirty-two (32) students to one (1) teacher.

2.3. If the number of students in a particular secondary section exceeds the applicable District-wide class size average stated above for the current year, then the teacher for that class shall be compensated for each student above the applicable District-wide class size average at a rate of twelve dollars ($12) for every one (1) month the class size exceeds the applicable District-wide average class size.

2.4. Special Education, CTE, VAPA, Music, and Physical Education sections shall not be included in the District-wide average class size calculation.

3. Large Group Instruction

3.1 In determining average class size, elementary and secondary school classes with large group instruction, such as physical education and instrumental music, shall not be counted.

4. Balancing

4.1. When administratively feasible, the principal shall ~~will~~ attempt to balance class sizes and caseloads within a school or department without causing undue problems of student adjustment/placement.

ARTICLE 13
EVALUATIONS

C. Frequency of Evaluation

3. As stated in Ed Code. 44664, The District may elect to evaluate permanent unit members in writing in every ~~third~~ fifth school year, if all of the following requirements are satisfied:

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3.4. the unit member consents to an evaluation in every ~~third~~ fifth year;

H. Timeline of Evaluation

1. Within fifteen (15) school days of the first teacher work day of the school year, ~~By the last working day of the first month of school,~~ the site administrator shall meet with all unit members to be evaluated in a Pre-Evaluation Informational Conference for the purpose of distributing the Evaluation Handbook and reviewing its contents, providing notice of the evaluation timeline, discussing observation techniques, and communicating evaluator expectations.

ARTICLE 17
TEACHER SAFETY

H. Comprehensive School Safety Plans

1. Within thirty (30) school days of the first teacher work day of the school year, the site administrator shall meet with all unit members to review their comprehensive school safety plans.

I. Toileting of Students

1. Unit members, with the exception of special day class teachers and unit members substituting in a special day class, shall not generally be required to assist students with diapering and toileting issues. All unit members who assist with toileting needs will receive appropriate training.

2. The District shall provide unit members with the supplies necessary to maintain safe and healthy classroom environments, including but not limited to, supplies for diapering and toileting students; supplies for cleaning, disinfecting, and sanitizing classroom surfaces; and a means of proper waste disposal.

3. The District shall provide unit members with professional development and training ~~and other professional development~~ on addressing the developmental, socio-emotional, and behavioral needs of younger students regarding toileting.

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ARTICLE 26
PUBLICATION OF THE AGREEMENT

The District shall ~~will~~ provide a copy of this Agreement to all ~~employees of the~~ ~~bargaining~~ unit members within thirty (30) days subsequent to the date of the Board of Trustees ratification of the Agreement. ~~within 30 days of the Board Ratification.~~

ARTICLE 27
PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

The District and the Association shall form a joint Labor-Management Committee composed of five (5) District representatives and five (5) Association representatives or Executive Board members and convene at least six (6) collaboration meetings during the 2025-2026 school year to review, update, and/or amend the Peer Assistance and Review (PAR) Program.

~~A committee shall meet composed of 5 District personnel and 5 SSFCTA representatives or Executive Board members at least 6 times during the 2025-2026 school year to review, update, and/or amend the PAR program.~~

ARTICLE 28
TERM AND REOPENERS

The District and the Association agree that the term of the Agreement shall remain in full force and effect from July 1, 2025 through June 30, 2028. Other than negotiations related to Children's Center as provided below, each party may reopen up to two (2) ~~non-economic~~ articles for the final year (2027-2028) only. Any proposed changes shall not have an economic impact.

The District and the Association shall reopen for Article 18 (Children's Center) only in 2025-2026, 2026-2027, and 2027-2028. In addition, if the District receives any new state and/or federal early education funds during the term of the Agreement, the Association may reopen Article 7 (Compensation and Benefits) for Children's Center teachers only.

****

This resolves successor contract negotiations between the parties except as specifically provided. Tentative Agreement includes and is further contingent upon execution of the Grievance Settlement Agreement dated April 30, 2025 Re: Resolution of Salary Schedule Placement and Advancement.

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B St. South San Francisco, CA 94080
(650) 877-8700
www.ssfusd.org

Dr. Shawnterra Moore, Superintendent

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
THE SOUTH SAN FRANCISCO CLASSROOM TEACHERS ASSOCIATION

2025-2026 Health Benefits Committee

April 30, 2025

The South San Francisco Unified School District ("District") and the South San Francisco Classroom Teachers Association ("Association") agree that there is a need to address the significant and ongoing increases to District health and welfare program costs. To this end, the parties hereby agree to this Memorandum of Understanding ("MOU") and the following terms and conditions:

1. The District and the Association will establish and jointly participate in a Health Benefits Committee ("HBC") during the 2025-2026 school year to review the health and welfare providers and benefits available to employees.

2. The HBC will consist of no more than three (3) representatives from each party. District and Association representatives may also bring outside health benefits consultants and brokers to attend HBC meetings. Stakeholders from other employee groups may also be included in this HBC, with equal representation.

3. Unless otherwise agreed by the HBC representatives, the HBC will meet monthly, beginning in August 2025. The meetings will, to the extent possible, take place at regularly scheduled dates and times, and may, on occasion, take place during regular work hours and employment break periods. To this end, the District will grant Association members on the HBC with a reasonable amount of paid release time to participate in HBC meetings in good faith.

4. The primary purposes of the HBC meetings will be to:

    - Collaboratively develop recommendations to achieve feasible ongoing savings to the cost of current and future health and welfare benefits coverage for the District and District employees. To this end, the HBC will thoroughly review and discuss health and welfare programs, including, but not limited to, brokers and trusts, plans, plan designs and options, copayments and deductibles, and District and employee contributions.

Board of Trustees
Amanda Anthony · Chialin Hsieh · Amy Lam · Patricia A. Murray · Mina A. Richardson

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- Ensure employees will continue to receive excellent health and welfare benefits. To this end, the HBC will strive to maintain or improve the quality of health and welfare programs provided to employees, to the extent possible.

5. Upon reaching a consensus, the HBC shall promptly provide its recommendations to the parties' designated bargaining teams for negotiations as authorized by the Collective Bargaining Agreement or by mutual agreement, for the purpose of considering and potentially adopting the HBC recommendations, or agreeing on revised measures based on the HBC's recommendations. If necessary and appropriate, the bargaining teams may jointly direct the HBC to reconvene and revise its recommendations in a timely manner.

6. The parties agree that this MOU shall not constitute a binding precedent for any future matter and shall not be cited by any party in any future proceeding, except as it relates to enforcing this specific MOU.

DocuSigned by:
J. Marwan Hannon
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4/30/2025

J. Marwan Hannon, Assistant Superintendent, Human Resources — Date

DocuSigned by:
Shari Giusti
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4/30/2025

Shari Giusti, President, South San Francisco Classroom Teachers Association — Date

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GRIEVANCE SETTLEMENT AGREEMENT
BETWEEN
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
SOUTH SAN FRANCISCO CLASSROOM TEACHERS ASSOCIATION

Re: Resolution of Salary Schedule Placement and Advancement

April 30, 2025

This Grievance Settlement Agreement ("Agreement") is made and entered into by and between the South San Francisco Unified School District ("District") and the South San Francisco Classroom Teachers Association ("SSFCTA") on behalf of itself and all individually named unit members, hereafter referred to collectively as "the parties," in a good faith effort to fully and finally resolve all of the issues raised in the grievance filed by SSFCTA concerning the District's crediting of educational units for purposes of initial placement and advancement on the Certificated Salary Schedule (Appendix B-1) which was in effect during the 2024-2025 academic year or earlier (the "Grievance").

To this end, the parties hereby agree as follows:

1. The unit members identified in Exhibit A hereto shall have their official transcripts as submitted upon their original date of employment with the District reviewed, and if any post-Baccalaureate units meeting the requirements set forth in Article 7 – Compensation and Benefits were not credited to the member, they shall have their column placement adjusted, as appropriate.

2. Unit members whose column placement on the Certificated Salary Schedule (Appendix B-1) is adjusted pursuant to the terms of this Agreement shall be eligible for up to a maximum of three (3) years of retroactive salary payments, as appropriate (back to July 1, 2022). Any retroactive salary payments shall be credited to the unit member's June 2025 pay warrant.

3. Any individual unit member identified in Exhibit A may request a conference with the Assistant Superintendent of Human Resources to review their units and/or the District's calculation and determination regarding their eligibility for column adjustment. The conference shall be held by no later than May 30, 2025.

4. All unit members identified in Exhibit A will be notified by email by no later than May 2, 2025 of the following:

    a. The District's determination regarding adjustment of their column placement based on the units submitted at their initial hiring;

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b. If a member's column placement will be adjusted, the date from which their retroactive pay will be calculated;

c. Their total number of verified units currently on file with the District; and

d. Email notification that a conference may be requested with the Assistant Superintendent of Human Resources to review their units and address any questions or misunderstandings.

5. The parties agree that any and all payments made under this Agreement shall be subject to all applicable payroll deductions, if any, as may be required by law or requested by any individual unit member.

6. The parties agree that this Agreement fully and finally resolves all issues related to the Grievance, including any and all related claims arising under the SSFCTA Contract which could have been raised under Article 6 – Grievance. It does not address any claims outside of those subject to Article 6 nor does it constitute an admission of fault and/or liability by any party for any purpose.

7. SSFCTA further agrees that the foregoing shall constitute the entire amount of consideration in connection with the dispute to be provided to bargaining unit members, and effective on the date that this Agreement becomes binding, SSFCTA will not file any subsequent actions, claims, grievances or charges in any forum or otherwise seek any additional compensation or remedies in connection with any matter arising from or connected to this dispute.

8. The terms and conditions set forth herein are entered into based upon the unique set of facts and circumstances presented and, other than with regard to the specific agreements set forth herein, shall not be used as evidence of any past practice or as precedent for any purpose whatsoever.

9. SSFCTA hereby withdraws the Grievance with prejudice.

IT IS SO AGREED.

DocuSigned by:
Shari Giusti
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4/30/2025

Shari Giusti
SSFCTA President

Date

DocuSigned by:
J. Marwan Hannon
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4/30/2025

J. Marwan Hannon
Assistant Superintendent
Human Resources and Student Services

Date

Docusign Envelope ID: 645E9CD4-CBA2-4C05-A025-6FB2F4CBBF34

EXHIBIT A

LAST	FIRST
CHRISTIAN	TARA
DIAZ	MICHAEL ANTHONY
DUMPIT	GARY
ENGELBART	HALEY
FINE	AMANDA
HAFTER	JOSHUA
HER	MARY
HERNANDEZ	BRIDGETT
LEGASPI	JANELLE NICOLE
LEI	TIFFANY
LIMAYE	ALEXIS
LY	CALVIN
MAGANARIS	KELSEY
MCWARD	MAUREEN
MIKAMO	STEPHANIE
MOLINA	NAYELI
NASE	ANICIA
PARAGAS	PHOEBE
PUBILL	CHRISTINE
QUINTERO	BARBARA
SELVY	CAROLYN
SKAINES	MELISSA
SULLIVAN	TIMOTHY
SUMNER	EVAN
TAN	TIFFANY
VILLEDA ALVAREZ	SAIDA
WAN	VICTORIA
WILDER	CATHERINE
WOHL	JULIA

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Signed by:
Allison Light
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4/30/2025

Allison Light
SSFCTA Bargaining Chair

Date

DocuSigned by:
Shari Giusti
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4/30/2025

Shari Giusti
SSFCTA President

Date

DocuSigned by:
Barbara Hahn
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4/30/2025

Barbara Hahn
SSFCTA

Date

DocuSigned by:
kyle killeen
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4/30/2025

Kyle Killeen
SSFCTA

Date

Signed by:
Kimberly Moss
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4/30/2025

Kimberly Moss
SSFCTA

Date

DocuSigned by:
Laurie Dolly
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4/30/2025

Laurie Dolly
SSFCTA

Date

Signed by:
Denise Steffey
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5/1/2025

Denise Steffey
SSFCTA

Date

DocuSigned by:
Halimah Mekki
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4/30/2025

Halimah Mekki
CTA

Date

DocuSigned by:
J. Marwan Hannon
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4/30/2025

J. Marwan Hannon
Assistant Superintendent
Human Resources and Student Services

Date

DocuSigned by:
Loraine Rossi de Campos
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4/30/2025

Dr. Loraine Rossi de Campos
SSFUSD

Date

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DocuSigned by:
Nina Mendez
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4/30/2025

Nina Mendez
SSFUSD

Date

DocuSigned by:
Marcos Garcia
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4/30/2025

Dr. Marcos Garcia
SSFUSD

Date

Signed by:
Jennifer Smith
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4/30/2025

Jennifer Smith
SSFUSD

Date

DocuSigned by:
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4/30/2025

Elizabeth Mori
Counsel

Date

SAN MATEO COUNTY
PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

in Accordance with AB 1200 (Chapter 1213/1991), AB 2756 (Statutes of 2004), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	**South San Francisco Unified School District**
Name of Bargaining Unit:	**SSF CTA**
Certificated, Classified, Other:	**Certificated**

The proposed agreement covers the period beginning: **July 1, 2025** (date) and ending: **June 30, 2028** (date)

The Governing Board will act upon this agreement at its meeting on: **5/8/2025** (date)

(Note: This form, along with a copy of the proposed agreement, must be submitted to the county office at least ten (10) working days prior to the date the governing board will take action.)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2024-25	Fiscal Impact of Proposed Agreement: Year 1 Increase/(Decrease) FY 2025-26	Year 2 Increase/(Decrease) FY 2026 -27	Year 3 Increase/(Decrease) FY 2027 - 28
1	**Salary Schedule** Increase (Decrease)	$ 65,703,579	$ 2,956,662	$ 1,716,506	$ 2,842,534
			4.5000%	2.5000%	4.0390%
2	**Step and Column** - Increase (Decrease) Due to movement plus any changes due to settlement	$ -	$ -	$ - $ 686,602	$ -
			%	1.0000%	%
3	**Other Compensation** - Increase (Decrease) (**One-time Stipends**, Bonuses, Longevity, overtime, etc.)	$ -	$ -	$ -	$ -
			%	%	%
	Description of other compensation:	$ -	$ -	$ -	$ -
4	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicate etc.	$ 14,744,175	$ 663,489	$ 539,268	$ 637,877
			4.5000%	3.5000%	4.0000%
5	**Health/Welfare Plans:**	$ -	$ -	$ -	$ -
			%	%	%
	Description of health & welfare plans:				
6	**Total Compensation** - Increase (Decrease) (Total Lines 1-5)	$ 80,447,754	$ 3,620,151	$ 2,255,774	$ 3,480,411
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	**558.78**			
8	**Total Compensation Average Cost per Employee**	143,970.35	6478.669602	4036.963143	6228.589499
			4.50%	2.68%	4.03%

9. Please provide summary of negotiated agreement. For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Three-year agreement with salary compensation increase as follows: 4.5% in 2025-26, 3.5% in 2026-27 and 4% in 2027-28. Yearly compensation includes annual salary schedule increases of 4.5% in 2025-26, 2.5% in 2026-27, and 4% in 2027-28 and unfreezing Steps 12B-12E and 17B-17E in the certificated salary schedule (Appendix B-1) starting in 2026-27 as noted in the tentative agreement. Unfreezing steps in the salary schedule is equalvalent to an addition on-going 1% salary compensation increase in 2026-27, bringing the total salary compensation for 2026-27 to 3.5%.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

Yes. Effective July 1, 2026, the Certificated Salary Schedule (Appendix B-1) shall no longer include frozen salary steps 12B-12E and 17B-17E, with step 22 as the highest step. New Steps 13 through 16 shall each be allocated equivalent % increases between the exisiting increase from Step 12 to 17. New Steps 18 through 21 shall each be allocated equivalent % increases between the exisiting increase from Step 17 to 22.

11. Does this bargaining unit have any recipients of life time benefits? If so, please indicate number of FTEs and health & welfare amounts.

No

12. A. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]
If yes, please describe the cap amount.

Kaiser + Dental + Vision + Life for Single (Approximately $1,228 a month)

B. Describe any negotiated changes in non-compensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

Does the negotiated changes in non-compensation items impact the TK-3rd grade average class size requirements for Grade Span Adjustment (GSA) Yes [ ] No [X]
If yes, please describe the affects and if there's an alternative agreement for the TK-3rd grade average class size in the contract.

C. Are reduction to budget or program necessary to accommodate the settlement?
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Possibility in the 2nd out-year (2026-27). The amount of cut will depend on the amount of additional revenue received. The District will be evaluating its staffing and programs in 2025-26 and reduce or eliminate those that are not working well to support our students.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

No reopeners.

E. Will this agreement create, increase or decrease deficit spending in the current or subsequent year(s)? "Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will result in deficit spending in 2025-26, 2026-27 and 2027-28. The District will use its Unrestricted General Fund and Fund 17 reserves to cover the deficit spending. Staff will be reviewing the budget in 2025-26 to determine the one-time and on-going reductions in staffing and programs needed. The amount of reduction will depend on the amount of additional revenues received.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement
1. Current Year

Funding from the Unrestricted General Fund and Fund 17 will be used to cover this proposed agreement.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e. LCFF, COLA, property taxes, staffing reductions, staffing ratio changes, one-time sources, etc.?

Funding from the Unrestricted General Fund and Fund 17 will be used to cover this proposed agreement should additional revenue not materialize in the future. Staff will be monitoring the budget to determine the one-time and/or on-going reductions in staffing and programs starting in 2025-26 to reduce the deficit spending if additional revenue does not come in.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Funding from the Unrestricted General Fund and Fund 17 will be used to cover this proposed multi-year agreement should additonal revenue not materalize in the future years.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **South San Francisco CTA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/25)	Adjustments as a Result of Settlement	Other Revisions	Total Estimated 2025-26 Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 141,611,934	$ 849,768	$ 3,972,008	$ 146,433,710
Remaining Revenues (8100-8799)	$ 5,584,286	$ -	$ 63,196	$ 5,647,482
TOTAL REVENUES	$ 147,196,220	$ 849,768	$ 4,035,204	$ 152,081,192
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 47,260,507	$ 2,180,972	$ 4,348,630	$ 53,790,108
Classified Salaries (2000-2999)	$ 15,768,086	$ -	$ 635,612	$ 16,403,698
Employee Benefits (3000-3999)	$ 25,086,257	$ 489,420	$ 5,198,515	$ 30,774,192
Books and Supplies (4000-4999)	$ 2,842,000	$ -	$ (173,092)	$ 2,668,908
Services, Other Operating Expenses (5000-5999)	$ 16,416,269	$ -	$ (170,642)	$ 16,245,627
Capital Outlay (6000-6599)	$ 331,690	$ -	$ 0	$ 331,690
Other Outgo (7100-7299) (7400-7499)	$ 375,042	$ -	$ (4,906)	$ 370,136
Direct Support/Indirect Cost (7300-7399)	$ (1,612,455)	$ -	$ 273,701	$ (1,338,754)
Other Adjustments				
TOTAL EXPENDITURES	$ 106,467,395	$ 2,670,392	$ 10,107,819	$ 119,245,605
OPERATING SURPLUS (DEFICIT)	$ 40,728,825	$ (1,820,624)	$ (6,072,615)	$ 32,835,587
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 13,301	$ -	$ -	$ 13,301
TRANSFERS OUT & OTHER USES (7610-7699)	$ 112,296	$ -	$ (0)	$ 112,296
CONTRIBUTIONS (8980-8999)	$ (38,376,623)	$ (949,759)	$ (0)	$ (39,326,382)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ 2,253,207	$ (2,770,383)	$ (6,072,615)	$ (6,589,790)
BEGINNING BALANCE	$ 27,523,848			$ 29,777,055
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 29,777,055	$ (2,770,383)	$ -	$ 23,187,264
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	$ 232,740	$ -	$ -	$ 232,740
Restricted (9730-9749)	$ -	$ -	$ -	$ -
Committed (9750-9769)	$ -	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Assigned (9770-9788)	$ 19,231,808	$ (8,052,408)	$ (2,679,400)	$ 8,500,000
Unassigned (9789-9790)	$ 10,312,507	$ 5,282,025	$ -	$ 14,454,524

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **South San Francisco CTA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/25)	Adjustments as a Result of Settlement	Other Revisions	Total Estimated 2025-26 Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 6,362,020	$ -	$ (0)	$ 6,362,020
Remaining Revenues (8100-8799)	$ 25,442,414	$ -	$ (3,418,588)	$ 22,023,826
TOTAL REVENUES	$ 31,804,434	$ -	$ (3,418,588)	$ 28,385,846
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 18,314,862	$ 775,690	$ (1,959,362)	$ 17,131,190
Classified Salaries (2000-2999)	$ 9,252,258	$ -	$ (557,827)	$ 8,694,431
Employee Benefits (3000-3999)	$ 16,821,143	$ 174,069	$ (466,387)	$ 16,528,825
Books and Supplies (4000-4999)	$ 24,252,940		$ (20,749,958)	$ 3,502,982
Services, Other Operating Expenses (5000-5999)	$ 23,619,767	$ -	$ (8,629,485)	$ 14,990,282
Capital Outlay (6000-6599)	$ 335,919	$ -	$ (36,464)	$ 299,455
Other Outgo (7100-7299) (7400-7499)	$ 1,500,000	$ -	$ (234,790)	$ 1,265,210
Direct Support/Indirect Cost (7300-7399)	$ 1,158,644	$ -	$ (273,701)	$ 884,943
Other Adjustments				
TOTAL EXPENDITURES	$ 95,255,532	$ 949,759	$ (32,907,973)	$ 63,297,318
OPERATING SURPLUS (DEFICIT)	$ (63,451,098)	$ (949,759)	$ 29,489,385	$ (34,911,472)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ -	$ -	$ -	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ 4,414,910	$ -	$ -	$ 4,414,910
CONTRIBUTIONS (8980-8999)	$ 38,376,623	$ 949,759	$ 0	$ 39,326,382
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (29,489,385)	$ (0)	$ 29,489,385	$ (0)
BEGINNING BALANCE	$ 37,389,218			$ 7,899,833
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 7,899,833	$ (0)	$ -	$ 7,899,833
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	$ -	$ -	$ -	$ -
Restricted (9730-9749)	$ 7,899,833	$ -	$ -	$ 7,899,833
Committed (9750-9769)	$ -	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Assigned (9770-9788)	$ -	$ -	$ -	$ -
Unassigned (9789-9790)	$ (0)	$ (0)	$ -	$ (0)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: _____South San Francisco CTA_____

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 3/13/25)	Adjustments as a Result of Settlement	Other Revisions	Total Estimated 2025-26 Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 147,973,954	$ 849,768	$ 3,972,008	$ 152,795,730
Remaining Revenues (8100-8799)	$ 31,026,700	$ -	$ (3,355,392)	$ 27,671,308
TOTAL REVENUES	$ 179,000,654	$ 849,768	$ 616,616	$ 180,467,038
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 65,575,369	$ 2,956,662	$ 2,389,268	$ 70,921,299
Classified Salaries (2000-2999)	$ 25,020,344	$ -	$ 77,785	$ 25,098,129
Employee Benefits (3000-3999)	$ 41,907,400	$ 663,489	$ 4,732,128	$ 47,303,017
Books and Supplies (4000-4999)	$ 27,094,939	$ -	$ (20,923,049)	$ 6,171,890
Services, Other Operating Expenses (5000-5999)	$ 40,036,036	$ -	$ (8,800,127)	$ 31,235,909
Capital Outlay (6000-6599)	$ 667,609	$ -	$ (36,464)	$ 631,145
Other Outgo (7100-7299) (7400-7499)	$ 1,875,042	$ -	$ (239,696)	$ 1,635,346
Direct Support/Indirect Cost (7300-7399)	$ (453,811)	$ -	$ 0	$ (453,811)
Other Adjustments				
TOTAL EXPENDITURES	$ 201,722,927	$ 3,620,151	$ (22,800,154)	$ 182,542,924
OPERATING SURPLUS (DEFICIT)	$ (22,722,273)	$ (2,770,383)	$ 23,416,770	$ (2,075,886)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 13,301	$ -	$ -	$ 13,301
TRANSFERS OUT & OTHER USES (7610-7699)	$ 4,527,206	$ -	$ (0)	$ 4,527,206
CONTRIBUTIONS (8980-8999)	$ -	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (27,236,178)	$ (2,770,383)	$ 23,416,771	$ (6,589,791)
BEGINNING BALANCE	$ 64,913,066			$ 37,676,888
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 37,676,888	$ (2,770,383)	$ -	$ 31,087,097
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	$ 232,740	$ -	$ -	$ 232,740
Restricted (9730-9749)	$ 7,899,833	$ -	$ -	$ 7,899,833
Committed (9750-9769)	$ -	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Assigned (9770-9788)	$ 19,231,808	$ (8,052,408)	$ (2,679,400)	$ 8,500,000
Unassigned (9789-9790)	$ 10,312,507	$ 5,282,025	$ -	$ 14,454,524

*** If the total amount of the Adjustment in Col. 2 does not agree with the amount of the Total Compensation Increase (Decrease) in Section A, Line 6, Page 1, explain the variance below: _____**

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT FISCAL YEARS

Multiyear Projection - Combined General Fund

Enter Bargaining Unit: _____South San Francisco CTA_____

	FY 2025 - 26 Total Current Budget After Settlement	FY 2026 - 27 First Subsequent Year After Settlement	FY 2027 - 28 Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 152,795,730	$ 157,361,754	$ 163,198,393
Remaining Revenues (8100-8799)	$ 27,671,308	$ 27,734,902	$ 27,734,902
TOTAL REVENUES	$ 180,467,038	$ 185,096,656	$ 190,933,295
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 70,921,299	$ 74,343,876	$ 81,661,338
Classified Salaries (2000-2999)	$ 25,098,129	$ 25,474,600	$ 25,856,719
Employee Benefits (3000-3999)	$ 47,303,017	$ 50,048,821	$ 52,640,187
Books and Supplies (4000-4999)	$ 6,171,890	$ 5,880,284	$ 5,880,284
Services, Other Operating Expenses (5000-5999)	$ 31,235,909	$ 31,371,306	$ 31,371,306
Capital Outlay (6000-6999)	$ 631,145	$ 631,660	$ 631,660
Other Outgo (7100-7299) (7400-7499)	$ 1,635,346	$ 1,640,590	$ 1,640,590
Direct Support/Indirect Cost (7300-7399)	$ (453,811)	$ (453,811)	$ (453,811)
Other Adjustments		$ (2,500,000)	$ (5,500,000)
TOTAL EXPENDITURES	$ 182,542,924	$ 186,437,326	$ 193,728,273
OPERATING SURPLUS (DEFICIT)	$ (2,075,886)	$ (1,340,670)	$ (2,794,978)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 13,301	$ 13,301	$ 13,301
TRANSFERS OUT & OTHER USES (7610-7699)	$ 4,527,206	$ 4,527,206	$ 4,527,206
CONTRIBUTIONS (8980-8999)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (6,589,791)	$ (5,854,575)	$ (7,308,883)
BEGINNING BALANCE	$ 37,676,888	$ 31,087,097	$ 25,232,522
CURRENT-YEAR ENDING BALANCE	$ 31,087,097	$ 25,232,522	$ 17,923,639
COMPONENTS OF ENDING BALANCE:			
Nonspendable (9711-9719)	$ 232,740	$ 232,740	$ 232,740
Restricted (9730-9749)	$ 7,899,833	$ 7,899,833	$ 7,899,833
Committed (9750-9769)	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -
Assigned (9770-9788)	$ 8,500,000	$ 7,000,000	$ -
Unassigned (9789-9790)	$ 14,454,524	$ 10,099,949	$ 9,791,066

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		FY 2025 - 26	FY 2026 - 27	FY 2027 - 28
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 187,070,130	$ 190,964,532	$ 198,255,479
b.	State Standard Minimum Reserve Percentage for this District: **(enter percentage)**:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 5,612,104	$ 5,728,936	$ 5,947,664

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund (Fund 01) Stabilization Arrangements, % Unassigned Fund Balance (includes Reserve for Economic Uncertainties)	$ 14,454,524	$ 10,099,949	$ 9,791,066
b.	Special Reserve Fund (Fund 17) Unassigned Fund Balance	$ -	$ -	$ -
c.	Total Available Reserves	$ 14,454,524	$ 10,099,949	$ 9,791,066
d.	Reserve for Economic Uncertainties Percentage	7.73%	5.29%	4.94%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2025 - 26	Yes	X	No	
FY 2026 - 27	Yes	X	No	
FY 2027 - 28	Yes	X	No	

4. If no, how do you plan to restore your reserves? Provide comments/explanations below:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

(The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.)

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and the Chief Business Officer of South San Francisco Unified School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the South San Francisco CTA (Bargaining Unit), during the term of the agreement from July 1, 2025 to June 30, 2028.

Shawnterra Moore	
District Superintendent	**Date**
(Signature Over Printed Name)	
Ted O	
Chief Business Officer	**Date**
(Signature Over Printed Name)	

L. CERTIFICATION NO. 2

(The disclosure document must be signed by the district Superintendent or designee and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.)

The information provided in this document summarizes the financial implications of the proposed agreement and submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Shawnterra Moore	
District Superintendent	**Date**
(Signature Over Printed Name)	
Ted O	(650) 877-8702
Contact Person	Phone
President or Clerk of the Governing Board	**Date**
(Signature Over Printed Name)	

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Ryan Sebers, Director Student Services

DATE: May 8, 2025

RE: EveryDay Labs Attendance Software 2025-26 Renewal Agreement

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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:

With an absenteeism crisis impacting districts nationwide, it is more critical than ever that districts implement evidence-based interventions that are proven to positively impact student outcomes. Furthermore, districts need the ability to quickly leverage real-time attendance data to meaningfully use as an early warning indicator and be proactive with support measures before students fall into ongoing absenteeism situations. South San Francisco Unified School District has partnered with EveryDay Labs to meet this imperative.

EveryDay Labs has created a robust platform, EveryDay Intervention, which is the only PreK–12 attendance intervention to receive the Strong Evidence rating from Evidence for Every Student Succeeds Act (ESSA) out of Johns Hopkins University. The program delivers significant reduction in chronic absence rates by proactively engaging families with information and resources that help them overcome barriers to student attendance. The result is more access to learning opportunities for the students who benefit most from being in class.

The web-based platform provides real-time analysis of attendance trends and patterns at the district, school, and student level. With easy-to-understand data cuts and visualizations, this

tool will allow school teams to identify and target interventions aligned to systemic and individual attendance barriers. Paired with professional learning, our staff has been able to use real-time district data to further develop their teams and intervention strategies.

The EveryDay Labs solutions and professional learning tools platform is designed to help increase the efficacy of district and school attendance initiatives. At the core of each is the understanding that more equitable access to information and resources fosters a culture of success for students, families, and educators. Through our continued partnership, we believe EveryDay Labs can help SSFUSD maximize the power of attendance as a lever for student and school success.

FISCAL IMPLICATIONS:

Renewal of the EveryDay Labs attendance platform for the 2025-2026 school year will be $86,878.75 and will be paid out of our LCAP.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the renewal of an annual subscription to the EveryDay Labs software platform, including EveryDay Intervention, EveryDay Truancy, and EveryDay Pro features/modules for the 2025-26 School Year.

EveryDay Labs, Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065

EVERYDAY LABS INC. SERVICES AGREEMENT
COVER PAGE

This agreement ("Agreement") is entered into on the "Effective Date," which shall be the date on which the Agreement is fully executed by both parties, between EveryDay Labs Inc., ("EveryDay Labs"), and the Customer identified below ("District"). This Agreement includes and incorporates the below Order Form, as well as the accompanying EveryDay Labs Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in this Agreement to the exclusion of all other terms.

District Information	
District Name: South San Francisco Unified School District	**Principal Contact: Ryan Sebers**
Address: 398 B Street	Title: Director of Student Services
South San Francisco, CA 94080	Phone: (650) 877-8744
	Email: rsebers@ssfusd.org
Billing Contact: Ryan Sebers	**Data Contact:**
Phone: 650-877-8744	Phone: Ryan Sebers
Email: rsebers@ssfusd.org	Email: rsebers@ssfusd.org

EveryDay Labs Contacts	
Program Manager: Emily Cunningham	**Sales & Contracts: Emily Bailard**
Phone: 650-641-9485	Phone: 650-641-9485
Email: emilyc@everydaylabs.com	Email: contracts@everydaylabs.com
Billing Contact: Victor Aguayo	
Email: ar@everydaylabs.com	

SCOPE OF WORK & ORDER FORM

As described below, EveryDay Labs and District will work together to implement a personalized intervention and engagement solution for up to 7,885 students designed to support student success by preventing student absenteeism, engaging families, and connecting them to district supports.

The scope will include:

- Unlimited staff access to **EveryDay Platform** with data for up to **7,885 students**, our attendance analytics and collaboration platform, which empowers attendance teams to analyze data, coordinate interventions, and track student progress.
    - Data Reporting & Collaboration Tools: Key attendance insights at the district, school, and student levels; surface patterns & trends; streamline family outreach; track effectiveness of efforts.
    - Evidence-Based Foundational Attendance Campaigns: Leverage various communication templates, including:
        - Evidence-based **chronic absenteeism nudge intervention***
        - Evidence-based **truancy notices**
        - Targeted campaigns and check-in survey templates
        - Reporting on communications sent at the student, school, and district level, resources families have requested and engaged with, and flags for incorrect contact information
- Communication Channels:
    - Unlimited Text Nudges** for up to 7,885 students in English & Spanish.
    - EveryDay Labs will generate, print and mail up to 18,136 Mail Communications*** in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by EveryDay Labs and District. These mailings can be used for chronic absence nudges, truancy notices, or other targeted campaign messaging. Additional mailings can be purchased for $1.25 each.
- Individualized Family Support: 24/7 Family Support bot and the multilingual phone-based Family Support Team to connect families to barrier-specific district or community resources.
- Expert Training for High Impact Action: Ongoing professional learning webinars and resource center to build capacity and equip team to deliver effective attendance improvement strategies throughout the school year.
- Dedicated Customer Success Manager to support program implementation, provide updates, answer questions, and lead professional learning sessions for school & district staff
- Biannual program impact analysis

**Specific students may be excluded from receiving communications by the District. EveryDay Labs will exclude students whose parents or guardians have elected to opt-out of receiving program communications (mail or text), as well as those who do not meet other eligibility criteria (e.g. undeliverable address or phone number).*
***Text Nudges are sent to one phone number per student*
****Mailings must be used within contract term.*

Fees: $86,878.75

Payment Schedule:	**Term:** The term of this Agreement commences on the Effective Date and expires June 30, 2026, subject to early termination as provided herein (the "Term").
Upon contract signature: $86,878.75	

EveryDay Labs Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY EVERYDAY LABS INC. ("EVERYDAY LABS"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH EVERYDAY LABS WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("DISTRICT") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), EveryDay Labs will provide District with the services specified in each Order Form (collectively, the "Services") during the applicable Order Form Term (as defined below). The Services are subject to modification from time to time (at EveryDay Labs's sole discretion, for any purpose deemed appropriate by EveryDay Labs). EveryDay Labs will use reasonable efforts to give District prior written notice of any such modification. District will cooperate with EveryDay Labs in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as EveryDay Labs may reasonably request.

2. **LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to EveryDay Labs solely for EveryDay Labs to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to EveryDay Labs the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to EveryDay Labs Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing and operating products and services).

   EveryDay Labs warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

   "Student Records" means the confidential and proprietary student-related information which District discloses to EveryDay Labs, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Data. "De-Identified Data" means data submitted to, collected by, or generated by EveryDay Labs in connection with District's use (and EveryDay Labs's provision) of the Services but only in anonymized form which does not (and cannot be used to) specifically identify District, any of District's students or any other individual. District shall retain ownership of any rights it may have to the Student Records. "EveryDay Labs Person" is (i) a director, employee, contractor, agent or affiliate of EveryDay Labs, (ii) who needs to access the Student Records in connection with EveryDay Labs's provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. EveryDay Labs reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, EveryDay Labs will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give EveryDay Labs any rights, implied or otherwise, to the Student Records. **At no time will EveryDay Labs share any Student Records with any non-EveryDay Labs Person without the written permission of District.** EveryDay Labs shall notify District should EveryDay Labs become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by EveryDay Labs. Upon contract termination, Student Records will be cleared in accordance with Section 9.

3. **DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to EveryDay Labs in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (iv) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by EveryDay Labs in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If EveryDay Labs receives any notice or claim that any data provided to EveryDay Labs, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a "Claim"), EveryDay Labs may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify EveryDay Labs from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District's obligations in this Section 3, as incurred.

4. **FEES; PAYMENT.** District shall pay EveryDay Labs fees for the Service as set forth in each Order Form ("Fees"). Additionally, in the event that the United States Postal Service increases the First Class Mail postage rate, EveryDay Labs reserves the right to increase Mail Nudges Fees accordingly, by an amount no greater than the increase in EveryDay Labs's costs associated with the increased postage rate. Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on EveryDay Labs's net income). All Fees paid are non-refundable and are not subject to set-off.

5. **WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.

6. **OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, EveryDay Labs alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by EveryDay Labs, and (ii) the Nudges other than information specific to the District. District grants to EveryDay Labs a non-exclusive, royalty-free right and license to (directly or through EveryDay Labs Persons) use and otherwise exploit the

District's names, marks, logos and other identifiers ("Logos") during the Term in accordance with District's reasonable trademark usage guidelines for EveryDay Labs to perform the Services hereunder, including without limitation using the Logos with Mail Nudges. District may use the EveryDay Labs's Logos, in accordance with EveryDay Labs's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (iii) EveryDay Labs may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not be unreasonably withheld.

7. **CONFIDENTIALITY.** EveryDay Labs will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than EveryDay Labs Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case EveryDay Labs shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of EveryDay Labs before receipt from District; (b) is or becomes publicly available through no fault of EveryDay Labs; (c) is received by EveryDay Labs, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to EveryDay Labs; or (d) is independently developed by EveryDay Labs without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are EveryDay Labs's confidential information, each party may disclose the relationship and the existence of this Agreement.

EveryDay Labs shall, to the extent of its liabilities under the laws of the State of California, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to $1,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees), where such claims, actions or suits arise solely and directly from EveryDay Labs's or an EveryDay Labs Person's breach of the Student Record confidentiality requirements contained herein, provided EveryDay Labs is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; EveryDay Labs will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of EveryDay Labs's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND EVERYDAY LABS' PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF EVERYDAY LABS IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND EVERYDAY LABS (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form. In the event of any material breach of this Agreement, the non-breaching party may

terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Within sixty (60) days of termination or expiration of this Agreement, EveryDay Labs will clear all District Student Records in its possession.

10. **LIMITATION OF LIABILITY**. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO EVERYDAY LABS HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.

11. **INSURANCE**. EveryDay Labs shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. EveryDay Labs shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of California, or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof.

12. **PIGGYBACK/RIDER**. EveryDay Labs agrees to allow District and other public agencies and school districts in the U.S. to purchase additional services, at the same terms and conditions that apply to this contract. Districts and agencies may order additional services in quantities and amounts. Any liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the District or agency placing the order.

13. **MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of California, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of California. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the

intention of the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and EveryDay Labs, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to EveryDay Labs, as follows:

EveryDay Labs Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Attn: Contracts
Email: contracts@everydaylabs.com

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

IN WITNESS WHEREOF, District and EveryDay Labs have executed this Agreement as of the Effective Date.

DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

EVERYDAY LABS INC.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
DATA TRANSFER STANDARDS

District will provide EveryDay Labs with access to data as specified in the "**EveryDay Labs Data Specification and Transfer Standards**" which contains comprehensive information on data fields and the transfer process. Data will be transferred to EveryDay Labs daily. A summary of key steps are as follows:

- **Data Fields:** District will provide EveryDay Labs with the following data files for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the "EveryDay Labs Data Specifications and Transfer Standards".
    - **Student Roster File:** One row per student enrollment. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information including phone and email*, demographic information, home language, exclusion flag
    - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
    - **Parent/Guardian File:** One row per contact. Sample fields: guardian name, phone number, email
    - **School Site Information File:** One row per school. Sample fields: school name, school id, school phone number
    - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
    - **Calendar File:** One row per school per day. Sample fields: calendar data, calendar code, attendance value
- **Executing the Data Transfers:** EveryDay Labs will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files on a daily basis. Additional details can be found in "EveryDay Labs Data Specification and Transfer Standards."

Please note that these data specifications and transfer standards are subject to change.

*As part of the program of intervention, EveryDay Labs may send a text message (Text Nudge) to any guardians whose phone number has been provided. The first message will provide the recipient with the opportunity to opt-out of receiving further messages. If the district is not authorized to send text messages to specific guardians, follow the instructions in the EveryDay Labs Data Specification and Transfer Standards to exclude them from text outreach. Note: digital communication will only be sent to parents and guardians; no digital communication is sent directly to students.

ATTACHMENT B
TRUANCY CONFIGURATION OPTIONS

District may select from the following truancy configuration options:

- Number of notices per student, per school year (up to 3)
- Minimum and maximum age
- Eligible grades
- Eligible schools
- Qualifications for each notice

For each notice:

- Districts can set multiple criteria. If a student meets any of the criteria they will be eligible. For example: 3 unexcused days OR 18 unexcused periods. Students will be evaluated against all criteria.
- Districts can require absences be consecutive.
- Districts can require that students have had a truancy meeting or intervention (as determined by inclusion in an intervention group with that intervention type).
    - Can either just require that the intervention or meeting has happened or require a certain number of absences after the intervention or meeting.
    - Note, intervention group start date is used as the date the truancy meeting or intervention was administered
- Set a “grace period” of time at the beginning of the lookback period that is excluded.
    - For example, if the criteria is since the beginning of the school year, they can exclude the first two weeks of school.

Note: We are not currently able to pull attendance across multiple school years to determine truancy eligibility.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Ryan Sebers, Director Student Services

DATE: May 8, 2025

RE: Substance use prevention services partnership with Effective School Solutions; 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:

With mental health, behavioral health, and substance use affecting school districts nationwide, it is more critical than ever for districts to focus on addressing absenteeism, violence prevention, substance use, and mental health. The Student Behavioral Health Incentive Program, SBHIP, has granted us funding to provide our students with both proactive and reactive support to target substance use. The partnership proposed will provide targeted support in coordination with our current District substance abuse education programming including TUPE, restorative processes, Alternative to Suspension (ATS), other evidence-based interventions, and wellness centers.

The proposed partnership includes one full-time position to focus on the following support resources:

Tier 1 supports

- Educational materials
- Classroom presentations

- Resource and education
- Parent groups
- Assist with TUPE activities
- Outreach and education
- Lunch time facilitation of SUD curriculum
- School events (i.e. Back-to-School nights, National Recovery Month, Night Outs, etc.)
- Professional Development for PTA
- Educational presentations
- Resource information; Referrals to other services

Tier 2 and 3 supports

- Group Therapy
- Individual Therapy
- Family Therapy
- Urgent & “Push In” Support
- Parent/Caregiver Support Group
- Screening and Assessment

FISCAL IMPLICATIONS:

Services for the 2025-2026 SY will be $205,000.00, and will be paid for by funds from the Student Behavioral Health Incentive Program (SBHIP) grant program and JUUL class action settlement funds:

$160,000	Student Behavioral Health Incentive Program (SBHIP) grant program
$45,126	JUUL class action settlement funds
$205,000	Total cost

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve our partnership with Effective School Solutions as an appropriate means to address substance use prevention and to complement other coordinated district efforts.

Effective School Solutions



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SUBSTANCE USE DISORDER PROGRAMMING

AUG 2025-JUNE 2026

973.299.9954 www.effectiveschoolsolutions.com info@effectiveschoolsolutions.com

April 21, 2025

Alicia Young
Coordinator of Restorative Processes and Alternative Interventions
398 B Street
South San Francisco, CA 94080

Dear Alicia,

As a diverse, urban district committed to excellence and strengthening students as they move toward adulthood, South San Francisco Unified School District faces the challenge of addressing the needs of students whose substance use, mental health, and behavioral needs widely vary. As part of your commitment to student achievement and developing the whole child, South San Francisco Unified School District is seeking to implement comprehensive in-district clinical services.

ESS is uniquely positioned to help build out this continuum of care. Our multi-tiered approach to K-12 mental health care, including direct clinical programs, professional learning, and consulting services, helps districts introduce mental health best practices and build a school-based mental health continuum that supports the needs of every student. By focusing on the expansion of therapeutic services for Substance Use Disorder (SUD), South San Francisco Unified School District will be able to broaden its SUD safety net, provide equitable access to care for its students, reduce the utilization of therapeutic outplacements, and create educational environments that enable each child to reach their full potential.

We look forward to exploring a partnership with South San Francisco Unified School District and working towards shared goals. If you have any questions, please reach out to your Director of District Partnerships, Eryn Wike.

Warm Regards,

Eryn Wike

Eryn Wike
Director of District Partnerships

512-945-1110
ewike@effectiveschoolsolutions.com

Executive Summary

It is well documented that the rates of substance use, anxiety, depression, and suicidality have been rising in school-aged children in recent years. Many contributing factors have been identified, including social media, the intense pressures associated with living in a digital world, as well as the increasing number of students living in chronic traumatic conditions, such as exposure to poverty and racism. With these complex challenges, schools matter more than ever when it comes to addressing the mental health of students. They continue to emerge as a critical delivery point for mental health care.

Districts are increasingly expected to play a larger role in SUD and/or mental health assessment and interventions but often experience barriers in delivering higher levels of care. Schools need specialized mental health staff with experience with SUD who can work in a dynamic environment and respond to the varying student needs with quality clinical support.

Through equity-focused approaches to care, ESS collaborates with districts to extend their ability to transform lives through world-class mental health programs. Our programming is comprehensive, MTSS-aligned, research-backed, data-driven, and delivered by top-quality clinical staff. With ESS programming, students stay in their own school, benefiting from everything South San Francisco Unified School District offers while receiving extensive wraparound therapeutic services in the least restrictive environment.

Understanding South San Francisco Unified School District's Needs

In our conversations with South San Francisco Unified School District, we learned that there was concern with the growing population of students that have emerging SUD concerns that have utilized all layers of interventions provided by the district but are continuing to show concerning patterns of usage. Disciplinary actions are also not proving to me effective with certain students. With existing staff already overwhelmed and stretched too thin, and provider shortages within the community, South San Francisco Unified School District is interested in exploring a partnership with Effective School Solutions to deliver clinical services within the four walls of the school.

A Proven Solution

Since 2009, ESS has provided high-quality, in-district clinical programming for students with emotional and behavioral challenges. We partner with districts to reinvent K-12 mental health so all students can thrive socially, emotionally, and academically. Starting with two partner districts, who are still with ESS today, we now serve over 6,000 students in over 140 school districts across 12 states each day, including a diverse array of urban, rural, and suburban districts. We have successfully helped create whole-school systems to support mental and behavioral health in districts throughout the country, helping students gain essential skills to thrive in their schools and communities.

ESS' innovative approach brings best practices from the mental health treatment domain to the school setting. We provide a proven, holistic approach to mental health and behavioral support. Our proprietary Multi-Tiered Systems of Support (MTSS) Framework for Mental Health provides educators with a common vision for organizing mental health support structures to ensure that every student receives differentiated treatment based on the intensity of need. Our comprehensive clinical programming is embedded in the school day for structured and urgent interventions, utilizing the full array of proven ESS clinical protocols. Our solutions greatly enhance the quality of the educational experience of students with mild to moderate mental health issues.

> "ESS is making such a difference for our students and our district. ESS students are attending classes, getting involved in school and are now able to benefit from all that our district can provide.
>
> - Dr. Michael Weismann, Assistant Superintendent, Westfield, NJ

Outcomes Aligned to South San Francisco Unified School District's Priorities



As an experienced and trusted provider, ESS has a strong research foundation with proven results. Our services not only improve clinical outcomes for students, but also have a significant impact on academics, chronic absenteeism, and disciplinary incidents. Our clinical care is grounded firmly in research-driven best practices. ESS tracks data on every student who has received our services, collecting objective measurements on the impact that our programming has on student mental health. The effectiveness of our programming is demonstrated in our results.

Please see our key success measures from the 2023-2024 school year following.

95%

percent of Students prevented from an ODP[1]

+1 GPA

one full letter grade GPA increase[2]

34%

average reduction in absences for students with Chronic Absenteeism[3]

59%

decrease in Suspensions for students with severe disciplinary issues[4]

Third-party efficacy studies by the Yale University Child Study Center found **significant improvements in grades, discipline, and attendance for students participating in ESS programs**. Further, they identified a strong correlation between the dosage of treatment and student improvement. Multiple external evaluations from the Yale Child Study Center show the following for ESS programming:

- 56% reduction in hospital stays
- 35% decrease in disciplinary incidents

- 31% decrease in absences
- 23% reduction in intensive outpatient referrals

ESS Programming in South San Francisco Unified School District

Staffing and Caseload

When you work with ESS, you benefit from a team of experienced and dedicated professionals. In the proposed model, one (1) full-time ESS clinicians will be assigned to [South San Francisco Unified School District]. All clinical staff will be experienced mental health professionals with an appropriate background for the treatment of child/adolescent behavioral and psychiatric disorders. Caseloads for each clinician shall be a maximum of 15-18 students at any given time, depending on the acuity of student needs.

Our personnel structure includes a defined hierarchical supervision structure to ensure that your program is implemented with fidelity.

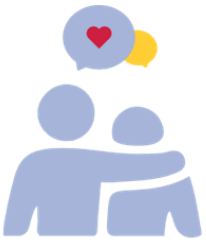
The following team members also support implementation of the ESS program:

- Regional Clinical Director, Regional Vice President of Clinical Programs, and Director of Behavioral Programs provide rigorous programmatic and clinical supervision, as well as ongoing consultation with school and district leaders
- Quality Management Team provides comprehensive oversight, compliance, and clinical record monitoring, including data collection to present to district stakeholders
- Regional Recruitment Manager provides expert staffing support including initial interviewing, reference checks, credential verification, and onboarding
- Data and Research Team provides data and analytics, access to the MindBeat Pulse ™ dashboard, and quarterly reports on student outcomes

> The ESS staff works tirelessly and collaboratively with our staff on behalf of our students to provide immediate therapeutic interventions to students. I often wonder how we were ever able to manage these students without the ESS program in our school. ESS provides necessary support services for students, staff, and parents to enable students to remain in a mainstream educational setting with their peers.
>
> -John Pascale, High School Principal, Mahwah, NJ

Key Program Components

Tier 2: Moderate Intensity Care and Crisis Response



ESS' Tier 2 Programming is for students with less intensive needs or those who may not be on a school's radar screen. As mental health challenges among young people increase, many districts report a need for mental health services for a broader portion of the student population who have mild to moderate mental health challenges, such as anxiety, depression, substance abuse, and anger management, as well as an increased number of students who demonstrate a mental health crisis. This growing population of students may need moderate-intensity interventions or more intermittent support or assistance. While many districts fulfill part of this need with guidance counselors, school psychologists, and school social workers, the caseloads of these individuals are often unsustainable. ESS' Tier 2 clinical services are designed to amplify district capabilities and help bridge these service gaps.

Key program components include:

- Programming for students with mild to moderate mental health challenges
- Clinical interventions with a less intensive therapeutic structure
- Crisis assessment and crisis re-entry
- Weekly individual counseling
- Comprehensive biopsychosocial assessment and individual treatment plans

- Coordination of care and referrals with outpatient mental health providers
- Monthly family/caregiver therapy session with evening availability
- All furniture to equip therapeutic spaces

> I couldn't have predicted that the programming would work as well as it did. It exceeded my expectations.
>
> - Dr. Richard Labbe, Superintendent | Sayreville Public Schools

Students Appropriate for ESS Tier 2 Programs

Students suitable for Tier 2 programming may be experiencing the following:

- History of struggling with peer issues, social skills, academics, SUD
- Social, emotional, behavioral, and family issues that are negatively impacting school or social functioning
- Lower-level mental health diagnoses, such as adjustment disorders, dysthymia, ADHD, or substance abuse (no opioid use)
- Regular school attendance, but would benefit from additional support

Summer Programming (optional for additional cost)



Extended School Year (ESY) Programs are also available to ESS-enrolled students who could benefit from group, individual, and family counseling services during the summer. The ESY Program provides structure and sustained support that helps at-risk students maintain stability throughout the summer and encourages a smooth transition into the upcoming school year. Group topics include psychoeducational programming

geared towards developing social, emotional, educational, and life skills, and building confidence for the year ahead.

Collaborative Activities and Communication Practices

ESS collaborates extensively with district and school-based teams to support program planning, implementation, and evaluation. We work diligently to create an environment conducive to open dialogue, collaboration, and the sharing of insights regarding student well-being.

Pre-implementation activities include the following:

- Collaborating to identify students appropriate to refer to ESS
- Working with staff to develop student schedules
- Conducting student assessments to determine program appropriateness
- Developing classroom structures, settings, and policies, if desired
- Providing parent/caregiver information sessions to ensure understanding of ESS services

As part of our partnership, ESS also has a regularly scheduled cadence of administrative meetings to review student progress and collaborate with building leaders on program goals and Key Performance Indicators (KPIs).

We regularly collaborate with school and district personnel in the following ways:

- Ongoing child study team consultation
- Frequent consultation and collaboration with teachers and administrators
- Weekly student review meeting with school and district leadership
- Clinical service documentation in a comprehensive medical record aligned to appropriate professional standards
- Real-time data on student outcomes, as well as ongoing reporting

Activities to serve in a preventative manner:

- Educational presentations
- Classroom presentations
- Parent groups quarterly
- Assist with TUPE activities
- Outreach and education
- Lunch time facilitation of SUD curriculum
- School events i.e.) Back to school nights, National Recovery Month, Night Outs, etc.
- Professional Development for PTA
- Peer groups (we can recommend this, but cannot run it)
- Resource and education
- Flyers
- Educational materials
- Resource information; Referrals to other services

Professional Development as a Tier 1 Universal Support



For districts seeking a strong foundation of prevention-focused mental health, universal support is vital. Powerful professional learning for educators is perhaps the most important universal support districts can implement to impact mental health outcomes. It's critical to equip every educator with the knowledge to help identify mental health concerns, direct students to proper care, and understand the impact that trauma can have on students' lives. By spreading the wealth of clinical knowledge to all teachers, districtwide professional development helps reach all students and provides educators with the knowledge and skills necessary to work effectively with students with emotional and behavioral challenges.

> We were struggling with how to best support some of our 'trauma-affected' students, whose behavior was having an adverse impact on staff, students and the overall climate of the building. The ESS workshop was a game-change for us. The strategies presented were applicable to ALL students. Now, every day, I see my staff emphasizing the positive as they build relationships to help the students become the best version of themselves.
>
> - Gordon Beinstein, Principal, Western Middle School

We are committed to fostering a supportive and inclusive learning environment. We facilitate a culture that supports and nurtures students with social/emotional challenges, and **our services are a cultural catalyst for the prioritization of mental health in the school setting.** We provide staff awareness and education sessions to build knowledge on mental health-related issues and to create a culture of social-emotional success within the district. Our workshops help educate on the warning signs of mental health challenges, equip participants with skills to manage challenging behaviors in the classroom, and help them put social-emotional learning competencies into practice. We have a fully staffed professional development team and extensive experience providing group-based professional development and coaching to schools.

ESS partnerships include a specified number of workshops from the ESS Professional Development (PD) Library, a proprietary library of over 40 workshops on working with students with emotional and behavioral problems in the classroom. Additionally, ESS distributes *Insights*, a monthly newsletter for teachers with research updates and practical tools for the classroom. As part of our start-up work with South San Francisco Unified School District, ESS will create a customized mental health PD plan tailored to specific district needs.

Resources Needed from the District

To effectively implement the proposed services, our partnership needs to include the sharing of relevant student information, ongoing collaboration, and meeting availability with applicable South San Francisco Unified School District staff. This approach is key for achieving optimal results, ensuring continuity of care, and

allowing for timely identification of additional students for referral to ESS services throughout the year.

In addition, the following items are requested to be provided by the district:

- Appropriate office space to conduct business and classroom space for student counseling
- District email address Internet connectivity
- Access to the district's database for grades, attendance, and disciplinary incidents of ESS students
- Phone with voicemail
- Printer
- Locked file cabinet for clinical materials
- Staff desk and chair

Implementation and Program Goals

To strengthen outcomes and ensure long-term support structures aligned to district goals South San Francisco Unified School District is seeking a partnership to provide both preventative and intervention services.

Key focus areas for this multi-year implementation plan span multiple MTSS tiers and include:

Goal #1 – Increase Direct Services	**Goal #2** – Increase Proactive Services	**Goal #3** Alignment of Supports
Clinical services for 15-18 students and their parent/caregivers	**Impart best practices to proactively educate students before usage intensifies**	**Consultation to impart best practices to streamline and maximize services**

Funding ESS Programs

Understanding how to sustainably fund the expansion of your mental health continuum is essential to providing ongoing care for students. As part of our work, we help districts identify available funding sources for an ESS partnership, as well as provide consultation on how to maintain mental health programs over time. ESS programming can often be fully funded through the braiding or blending of different funding sources, or through direct cost savings from a reduction in therapeutic outplacements. Through our conversations with South San Francisco Unified School District, we have identified multiple pathways that could enable the district to fund an ESS partnership without using general funds and potentially create a budget surplus, outlined following.

Utilizing Traditional Federal Funding Sources

ESS programming is frequently fully funded through the braiding or blending of different funding sources, including Title I, Title II, Title III, Title IV, and IDEA. All eligible Title funds can be used to provide mental health support within schools.

- **Title I, Part A** - Funds can be used to support a range of mental health-related non-instructional supports, such as school counselors, positive behavioral supports, and social-emotional learning that improves school climate, increases attendance, and enhances physical and mental health
- **Title I, Part D** - Includes funding for ESS services focused on prevention and intervention programs for delinquent and at-risk students
- **Title II, Part A** - Funds can be used for teacher development and professional learning, including in-service training/coaching on identifying and supporting students affected by trauma and mental illness. Roughly 20-25% of ESS' work falls under the professional development (PD) category. Other covered PD areas include employing effective methods to improve

student behavior, identifying early interventions, and engaging parents, families, and communities.

- **Title III** - Includes funding for ESS services supporting children with limited English proficiency
- **Title IV, Part A** - Funds can be used to improve student academic achievement by increasing school capacity to provide access to a well-rounded education, improve school conditions for student learning, and enhance the use of technology
- **IDEA, Part B** – Funds can be used to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities. Funds may cover excess costs for educating students with special needs, including providing related services including therapeutic counseling. A portion of funds may also be used for general education students at risk of classification. Additionally, funds can be used to address disproportionality. There are many ways that mental health services can be used for this purpose, including as an alternative to suspension.

Medi-Cal and Commercial Insurance Reimbursement

For Medicaid eligible students in all states, schools may obtain therapeutic services reimbursement for special education students. In many states, reimbursement abilities have been extended to general education students. For students who meet eligibility criteria, ESS offers a comprehensive approach to Medicaid reimbursement that includes either direct inputting of student's participation into the district's Medicaid Reimbursement System or providing detailed reports that outline student's participation in reimbursable services.

In addition, ESS can seek reimbursement from commercial payors to further offset the costs for ESS' services.

> Effective School Solutions is the best money this district ever spent!
>
> - Dr. James Tuohy, Assistant Superintendent | Old Bridge School District

Investment Options

ESS pricing includes direct clinical and supervision costs, professional development, non-personnel costs, and a number of additional resources that are vital for the delivery of high-quality school-based mental health care, outlined below. All costs associated with these capabilities are included in the overall clinician rate. Five-week ESY programming is available for an additional $12,000 per cohort.

ESS Tier 2 Programming

- 1 full-time clinicians serving a caseload of 15-18 students
- 6 hours of professional development for staff
- Supervision and oversight by the ESS Regional Director
- Risk Management by the ESS Quality Management Clinical Expert
- Regional Vice President support
- Talent management to meet contracted staffing needs
- Data analytic services including quarterly formal reports and MindBeat Pulse Dashboard, Relias Training Platform for staff, Data Storage Warehouse, Arctic Wolf Digital Security Services, Electronic Medical Record (EMR) licenses, secure clinical data storage, furniture to equip therapeutic spaces, implementation start-up meetings, and clinician laptop(s)

Investment Breakdown	August 2025 -June 2026
ESS Program Implementation	$205,000
Estimated Cost Offset from Medi-Cal Reimbursements(CRCS) if district pursues this option*	$39,874
Estimated Final District Cost	$196,001

**CRCS: Calculated using California's ~50% Federal Medical Assistance Percentage (FMAP) in 2024, the districts free and reduced-price lunch percentage and contract value*



Effective School Solutions

Effective School Solutions

Service Order

All Services will be provided pursuant to the accompanying General Terms and Conditions for the Purchase of Services (the "Terms"). Capitalized terms in this Service Order have the same meaning as in the Terms.

Service Order Effective Date:	May 1, 2025
Service Order Expiration Date:	June 30, 2026
Service Delivery Start Date:	August 1, 2025
District Name:	South San Francisco Unified School District
District Address:	398 B Street, South San Francisco, CA 94080
School(s) receiving Services:	Baden High School and other sites based on need which could include Alta Loma Middle School, Parkway Heights Middle School, Westborough Middle School, El Camino High School, South San Francisco High School.

(subject to change based on mutual written agreement by ESS and the District)

Effective School Solutions, either directly or through School Mental Health Solutions, A License Clinical Social Worker Corporation (collectively, "ESS"), will provide the Services for the Term.

Department	Contact Name	Contact Email	Contact Phone #
Business/Contracts (Executed copy of the Agreement will be sent here)			
Billing/Invoices			

District Human Resources			

Services:*

Services	# of Units
Start Up Services (including recruiting, staffing, implementation planning and consultation)	Included
Tier 3 Intensive Clinical Services*	N/A
Tier 2-3 Flex Clinical Services	N/A
Tier 2 Extended Caseload Clinical Services	One (1) clinician/ one (1) cohort
Wellness Coach/Care Support Specialist Services	N/A
School Wide Tier 2 Crisis Assessment and Response Services	N/A
Mental Health Technician (MHT) Services	N/A
Professional Development Group Sessions	Six (6) hours for staff + four (4) parent/ caregiver workshops (one per quarter)
Professional Development Coaching	N/A
Consulting	N/A
Supervision and Oversight	Included
Risk Management by ESS Quality Management Clinical Expert	Included
Regional Vice President support	Included
Data analytic services including quarterly formal reports and MindBeat Pulse Dashboard, Relias Training Platform for staff, Data Storage Warehouse, Arctic Wolf Digital Security Services, Electronic Medical Record (EMR) licenses, secure clinical data storage, furniture to equip therapeutic spaces, implementation start-up meetings, and clinician laptop(s).	Included
Data Analysis and Progress Monitoring	Included

ESY Services for Summer 2025** (up to 10 students per full time licensed ESS staff member assigned)	N/A – available for purchase at $12K per clinician if district would like to add
Additional Services and Notes:	

* See Exhibit 1 for Cohort sizes and session frequency for Tier 2.

** The ESY summer program is a five-week program scheduled during the months of June and July and includes twiceweekly group therapy sessions of seventy-five (75) minutes each and individual or family therapy sessions every other week.

Fees; Payment.

School Year Pricing* (inclusive of all clinical, professional development and consulting services)	School Year Annual Amount	School Year Monthly Amount	District Election
Price	Start Up + 25-26 SY: $205,000**	Start Up + 25-26 SY: $20,500/mo.	☒

Extended School Year (ESY) Pricing	ESY Annual Amount	ESY Monthly Amount	District Election
Price	N/A	N/A	☒

*For the purposes of this service order the school year is considered to be the 10-month period comprising the District's school calendar, not including the summer months.

**The $205,000 is inclusive of:

1) Phase 1 compensation for start-up activities (program design consultation, implementation meetings, equipping of therapeutic space, recruiting and staffing, etc.) to take place from May 1st through June 30th, 2025, priced at $10,000, and;

2) Phase 2 clinical program delivery to take place from August 1st, 2025 to May 31st, 2026 and priced at $195,000.

District Reimbursement Authorization Election.

During the Term, the District:

☐ Authorizes ESS to submit claims for Services provided to the District's students who are covered beneficiaries under both insurance and Medicaid (as those terms are defined in the Terms). If the District currently bills Medicaid for Services but intends to stop billing some or all Services to enable ESS to commence billing, Exhibit 1 will govern.

☐ Authorizes ESS to submit claims for Services provided to the District's students who are covered beneficiaries under insurance only. (Do not attach Exhibit 1.)

☒ Does not authorize ESS to submit claims for Services provided to the District's students under either insurance or Medicaid. (Do not attach Exhibit 1.)

The District's reimbursement election will not result in any changes to the Services delivered, to parents incurring out-ofpocket costs, or create additional workload for District staff.

Total Fees: $205,000

a. For the Term, the District will pay ESS the Total Fee for all Services covered in this Service Order.

b. The District will pay the Total Fee, excluding fees for ESY, in accordance with the following payment schedule:

- 25-26 SY: $205,000.00

Monthly payments as follows:

- August 2025 – May 2026: $20,500.00/mo. Billing begins after services have started.

c. The District will pay any fees related to ESY in accordance with the following payment schedule:

- Not applicable

d. Notwithstanding the foregoing, if the parties mutually agree in writing that ESS will begin delivering Services on any date other than the Service Delivery Start Date, the payment due to ESS from the District will be prorated at a monthly rate of $20,500.00/mo.

This Service Order may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year below written.

EFFECTIVE SCHOOL SOLUTIONS, LLC SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____ By: _____

Title: _____ Title: _____

Effective School Solutions

Exhibit 1

Program Model Details

Program Model Details	Tier 2 Extended Caseload
Group Therapy (max size = 10/group)	Up to weekly
Individual Therapy	Up to weekly
Family Therapy	Up to monthly
Urgent & "Push In" Support	As needed
Parent/Caregiver Support Group	Included
Screening and Assessment	Included
Crisis Assessment for Students in Cohort	Included
Structured Lunch for Students in Cohort	N/A
Participation/Facilitation of Teacher-led Study Skills Class	N/A
Max Caseload per Clinician (assumes all students in same tier)	15-18

Activities to serve in a preventative manner based on clinician's caseload and conversations with district:

Additional Activities	Program Model
Educational materials*	Yes
Classroom presentations *	Yes
Resources and education *	Yes
Parent groups	Up to quarterly
Assist with TUPE activities*	Yes
Outreach and education*	Yes
Lunch time facilitation of SUD curriculum *	Yes
School events i.e.) Back to school nights, National Recovery Month, Night Outs, etc.*	Yes
Professional Development for PTA	Up to quarterly
Peer groups	ESS has the ability to recommend peer groups, but does not facilitate

Flyers*	Yes
Educational presentations *	Yes
Resource information; Referrals to other services	Yes

* Frequency and content based on discussions with district and site staff

Exhibit 2

The Service Delivery Start Date will be the default authorization date for ESS to begin billing Medicaid for any service for which ESS is authorized to bill in accordance with the table below. If a different date is entered in the column marked "Authorized Date", then ESS will be authorized to begin billing Medicaid for services provided on or after such Authorized Date.

CPT Code	CPT Code Definition	Service Definition	ESS Authorized to Bill	Authorized Date (if applicable)	ESS Not Authorized to Bill
90832	Psychotherapy, 30 minutes (16-37 minutes)	Individual Therapy Session	☐		☒
90834	Psychotherapy, 45 minutes (38-52 minutes)	Individual Therapy Session	☐		☒
90837	Psychotherapy, 60 minutes (53 minutes and over)	Individual Therapy Session	☐		☒
90846	Family psychotherapy, without patient present	Family Therapy Session, without the student	☐		☒
90847	Family psychotherapy, with patient present	Family Therapy Session with the student	☐		☒
90853	Group Psychotherapy (not family)	Group Therapy Session	☐		☒
90839	Psychotherapy for crisis, 60 minutes (3074 minutes)	Therapy session to support a Crisis	☐		☒
90791	Psychiatric Diagnostic Evaluation (usually just one/client is covered)	Initial Mental Health Assessment	☐		☒

EFFECTIVE SCHOOL SOLUTIONS, LLC

GENERAL TERMS AND CONDITIONS

1. General.

a) These terms and conditions, including any exhibits or appendix attached hereto (these "Terms") govern the purchase of services between Effective School Solutions, LLC ("ESS"), and the party whose name appears on the service order, (the "District"). The services ("Services") are defined in the service order to which these Terms are attached (the "Service Order"). These Terms (together with the Service Order, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The parties acknowledge that to comply with applicable law, the Services will be provided either directly by ESS or through School Mental Health Solutions, A License Clinical Social Worker Corporation. When such affiliated professional entities are providing such Services, references to "ESS" relating to the provision of Services in the Agreement will also include the applicable ESS affiliated professional entity(ies).

b) To the extent that a provision of these Terms conflicts with a provision of the Service Order, the provision of these Terms will control, unless the Service Order expressly states that a provision is intended to modify a specifically identified provision of these Terms.

c) Capitalized terms in these Terms have the same meaning as in the Service Order.

2. ESS Personnel.

a) Individuals performing the Services (collectively, "ESS Personnel") will have the necessary skills, experience, and qualifications to perform the Services, including but not limited to holding any licenses or certifications required to perform the Services in accordance with applicable state laws. All ESS Personnel will have satisfactorily completed all statutory requirements, including without limitation, applicable criminal history record checks, before providing Services to the District.

b) The ESS Personnel will work under ESS's direction and supervision of ESS, in conjunction with staff designated by the School.

3. Term; Provision of Services.

a) The term ("Term") of the Agreement will be the period commencing on the Service Order Effective Date (as specified in the Service Order) and ending on the Service Order Expiration Date (as specified on the Service Order), unless terminated earlier in accordance with this Agreement.

b) During the Term, ESS will provide all Services and all ESS Personnel (defined below) will be present at all times during normal School hours on regularly scheduled School days during the regular school year (each, a "School Year"), in accordance with the School's published academic calendar, except as otherwise specified in this Agreement or as agreed in writing between ESS and the District, subject to the following:

1. Multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at ESS's discretion.
2. In the event any ESS Personnel is absent, if requested by the District, ESS will exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the Services. ESS will provide the District, if requested, with a credit of three hundred ($300) dollars for each day of service missed by an ESS Personnel for whom an in-person or virtual substitute cannot be offered to the District, after an aggregate total of seven absences per number of contracted mental health professionals during the school year.
3. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the Services, such Services will not be rescheduled and will not be considered an absence.
4. Days during which there is an extended School facility closure (e.g., for public health reasons) will not constitute "regularly scheduled School days". Missed sessions due to extended School facility closures will not be considered absences. ESS may, in consultation with District personnel, make reasonable modifications to the delivery of the Services in the event of a School facility closure, the implementation of required virtual learning, staggered schedules, and/or other modifications to address public health guidance or other extraordinary circumstances beyond both parties' control.

c) ESS will be reasonably available prior to the start of each School Year for consultation for preparation of the launching of Services and to provide parent informational sessions to help assist in the transition of students returning to the School and entering ESS programming. Furthermore, in the weeks preceding the beginning of each School Year, ESS will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.

d) In consultation with the District, ESS may prorate the Fee based on the number of ESS Personnel available at the start of the School Year or in the event of other extraordinary circumstances.

e) ESS will have sole discretion to determine whether a student can enter or remain in the cohort of students served (the "Cohort") once a student has been referred by the School for Services. However, it is expressly understood that the primary reason for ESS to either reject a student or remove a student from the Cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the Services outlined in the Agreement or, in the sole opinion of the ESS Personnel, the student is a danger to themselves or others.

4. District Responsibilities. The District shall (each a "District Responsibility"):

a) Assist ESS in obtaining all consents that ESS determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of Services.

b) Designate ESS as a "school official" by the District for the purpose of providing Services to students pursuant to the terms of the Agreement.

c) Cooperate with ESS in ESS' actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to ESS' employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.

d) Not have the authority to counsel, discipline, or terminate the employment of any ESS Personnel. Rather, the District agrees to provide timely feedback to ESS of any concerns about ESS Personnel or the Services, to enable ESS to address such concerns as promptly as possible. If, after good-faith discussions, the District remains unsatisfied with any ESS Personnel for any lawful reason, the District may request a change in the professional assigned, in writing. ESS will honor such requests as quickly as possible but in no event later than seventy-five (75) days from ESS's receipt of the written request.

e) Provide ESS with the following:

1. a confidential office or similar space (and provided that the District will be responsible for the costs of any removal of such furniture) that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions, family therapy, group therapy sessions, and multifamily therapy groups;
2. filing cabinet(s) with locking mechanisms to secure confidential records;
3. use of telephones for each assigned mental health professional at no cost to ESS;
4. Internet access with connectivity during regularly scheduled school days or reimbursement to ESS of the cost of hotspot devices;
5. access to its primary point of contact for the Service Order, its superintendent, and business administrator for at least two meetings per year with ESS, one to occur on or around the first quarter of each School Year and the other to occur on or around the mid-point of each School Year; and
6. access to student education records including grades, attendance rates and disciplinary incidents for each student in the Cohort, in a manner prescribed by the District, subject to state and federal requirements for confidentiality of student education records and personally identifiable information.

f) Obtain any and all consents required to be obtained by applicable laws, regulations and/or District policies and provide any and all notices required to be provided by applicable laws, regulations and/or District policies in connection with ESS's provision of crisis assessment, response, and re-entry provided by ESS under the Agreement for any crisis assessment services that the District requests for students outside of the Cohort. Further, the District shall file any reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with ESS's provision of crisis assessment, response and reentry provided by ESS under the Agreement.

g) Request professional development training at least thirty (30) days in advance of the training, provided that ESS will not be obligated to provide more than one individual per professional development training, and ESS's provision of professional development training on staff development days shared with multiple districts will be subject to the availability of ESS Personnel.

h) ESS will not be responsible for any delays or inability to provide the Services to the extent attributable to the District's delay in fulfilling or failure to fulfill any District Responsibility or any other obligations in the Agreement.

5. FERPA; Records; Proceedings.

a) All records of the Services provided by ESS to students of the District will be considered Education Records,

as defined by the Family Educational Rights and Privacy Act (FERPA), and will be maintained by ESS in accordance with applicable law on behalf of the District. ESS will make all records of Services provided to such students in the Cohort available to the District upon request or as required in order to deliver Services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. ESS will provide parents/students with an acknowledgement for their signature, confirming that any information received by ESS from the student may become part of the student's Education Record retained by the District. Once a student is no longer receiving services, ESS will deliver all original records pertaining to that student to the District for future reference electronically or in printed form, and any copies retained by ESS will continue to be treated as Education Records pursuant to FERPA. Notwithstanding the foregoing, if ESS becomes a state-licensed healthcare entity during the Term, ESS's records could become subject to the Health Insurance Portability and Accountability Act (HIPAA) and applicable state patient privacy laws. If that occurs, ESS will notify the District in writing, and ESS will comply with all applicable requirements. In all cases, to the extent that confidential student education or health records or other confidential student information comes into ESS's possession, ESS will not further disclose that information without appropriate parental consent unless required or permitted by applicable law.

b) If ESS or ESS Personnel is requested by a third party (pursuant to a subpoena or otherwise) to provide documents, testimony, or other information concerning the School, its personnel, or students, ESS will provide notice to and seek guidance from the District before responding to any such request, unless ESS reasonably believes it is prohibited by law from doing so. In addition, ESS will use its best efforts to comply with any and all laws and regulations concerning the disclosure of information that is covered by FERPA, HIPAA, or other applicable law. The District agrees that it will hold ESS and ESS Personnel harmless, and protect them from retaliation, in connection with their lawful participation or compliance with, or lawful election not to participate in or comply with, any such proceedings or third-party requests.

6. Payment Terms.

a) Payment will be made consistent with the schedules listed on the Service Order.

b) Payment will be made via ACH transfer or via check payable to School Mental Health Solutions, A License Clinical Social Worker Corporation.

c) Unless otherwise specified in the Service Order, the first payment will be due on September 1 of the first School Year specified in the Service Order. Subsequent payments will be due on the first day of every month thereafter.

d) Nonpayment of fees ninety (90) days following the invoice due date will incur a late payment charge of the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law, and the District will be obligated to pay ESS all costs and expenses that ESS incurs in connection with the collection of any unpaid invoice, including reasonable legal fees.

e) The District agrees to work proactively with ESS to schedule dates of the delivery of ESS Services related to professional development, and the District will ensure the availability of the District's staff for delivery of such Services. Unused units will not roll over to a subsequent school year, renewal, or any new Service Order.

7. Reimbursement. Subject to the District's election in the Service Order, the District hereby agrees that, as of the Service Order Effective Date and throughout the Term of the Agreement, ESS may submit claims for Services provided to students who are covered beneficiaries under commercial or private health insurance plans (collectively "insurance") and/or to Medicaid or Children's Health Insurance Plan ("CHIP") (collectively "Medicaid") for the Services provided to the District's students, as indicated in the Service Order, subject to the following:

a) The District may send or ESS, on behalf of the District, may send a general communication (e.g., email, pamphlet, or flyer) to parents or guardians of students regarding the option to allow ESS to bill insurance and/or Medicaid.

b) ESS will provide notice to parents and guardians pursuant to 34 C.F.R. 300.154 and 300.503. ESS will subsequently obtain written consent from parents or guardians who agree that ESS may access their insurance plans or Medicaid benefits, and ensure the consent complies with the requirements at 34 C.F.R. Part 99 and Part 300, where applicable.

c) ESS will collect insurance and/or Medicaid information from parents or guardians of students who agree to ESS billing their insurance plans.

d) ESS may submit eligible claims for reimbursement of Services to insurance or Medicaid payers through a third-party administrator or billing services organization.

e) The District warrants that it does not currently, nor will it for the term of the Agreement, bill insurance or Medicaid for any Services reflected in the Service Order, except for any Services specifically indicated in Exhibit 2 of the Service Order, if any. To the extent that the District bills insurance or Medicaid for any Services provided by ESS to a student of the District:

1. Such Services, including each Service's Current Procedural Terminology ("CPT") code, shall be identified in Exhibit 2 of the Service Order; and

2. the District agrees to hold harmless, indemnify and defend ESS, its affiliates, and its and their directors, employees, agents, successors and permitted assigns (the "ESS Indemnitees") from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses of whatever kind, incurred by the ESS Indemnities, relating to, resulting from, or occurring in connection with insurance, Medicaid, or Medicaid managed care organization billing by the District, its employees, agents, or independent contractors, including but not limited to, audits, investigations, recoupments, claim denials, coordination of benefits issues, or any other utilization review or management measures employed by Medicaid or insurance payers.

f) Without limiting the terms of Section 7.e.ii., above, each party agrees to assume full responsibility and obligations for all Services billed to insurance and/or Medicaid under the Agreement, for the specific dates each party billed insurance and/or Medicaid, including but not limited to, payments, recoupments, audits, overpayments, under payments, billing errors, fines, penalties, and tax liability, if any.

8. Compliance with Laws. ESS and the District each represent and warrant that it will comply with applicable federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by the Agreement, and that it will cooperate with the other in the other's compliance with such laws and guidance.

9. Indemnification; Limitation of Liability.

a) The District agrees to indemnify, hold harmless, and defend ESS, its affiliates, and its and their directors, employees, agents, successors and permitted assigns, from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses of whatever kind, incurred relating to, resulting from, or occurring in connection with (i) any actual, alleged, or investigated violation by the District, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order or (ii) any breaches of representations and warranties, conditions or covenants.

b) With the exception of indemnification liability of the Agreement, neither party shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with the Agreement, even if such party has been advised of the possibility of such damages. With the exception of indemnification liability of the Agreement, in no event shall either party be liable to the other party in an amount greater than the amount paid or to be paid under the Agreement. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with the Agreement giving rise to the claim being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit.

10. Renewal; Termination.

a) Unless otherwise explicitly stated on the Service Order, the District will notify ESS of its intent to renew or not renew the Agreement for the following School Year by April l of the year of the Service Order Expiration Date. If the District fails to provide such notice, ESS may notify students and families receiving Services from ESS of the discontinuation of Services within forty-five (45) days prior to the end of the School Year, consistent with therapeutic best practices.

b) The Agreement may be terminated for Cause upon written notice. With respect to the termination of the Agreement by the District, the term “Cause” means the following: Gross misconduct of an ESS employee that is significantly injurious to the District or the material breach by ESS of any material provision of the Agreement and failure to cure the aforementioned within fifteen (15) business days after receipt of written notice of such breach. With respect to the termination of the Agreement by ESS, the term “Cause” means the following: The District’s material breach of any material provision of the Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach.

c) The parties hereby agree that the District’s failure to pay the amount due under the Agreement for two (2) consecutive months will constitute a material breach of the Agreement, which requires no further notice or opportunity to cure and entitles ESS to terminate the Agreement and all of its obligations hereunder immediately upon written notice to the District.

d) Upon termination of the Agreement by either party, for any reason, any fees due to ESS under the Agreement that have not been paid by the District will be immediately due and payable to ESS.

11. Insurance. ESS will maintain liability insurance coverage in the minimum amount of $1,000,000.00. At the written request of the District, ESS will furnish the District with a copy of the certificate of insurance.

12. Intellectual Property Rights. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the District under the Agreement or prepared by or on behalf of ESS in the course of performing its obligations under the Agreement (collectively, the "Deliverables") except for any confidential information of the District or District materials will be owned by ESS. Subject to the District's payment in full of all amounts due to ESS, ESS hereby grants the District a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paidup, royalty-free, and revocable basis to the extent necessary to enable the District to make use of the Deliverables for the purposes intended by the Agreement during the Term unless otherwise agreed upon in writing with ESS; provided that the District may use consultation Deliverables and professional development and coaching participant guides following the expiration or termination of the Agreement (unless terminated by ESS for Cause) to the extent necessary to enable the District to make use of such materials for the purposes intended by the Agreement.

13. Intentionally Omitted

14. Miscellaneous.

a) The Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and will be interpreted in accordance with the laws of the State of New Jersey.

b) Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement will not be construed as a waiver of any right accruing under the Agreement; nor will it affect any right that either party may have under the terms of the Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

c) The provisions of the Agreement will apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

d) The terms and conditions of the Agreement which, by their nature or context, are intended to survive the expiration or termination of the Agreement will survive. Surviving terms include, but are not limited to: payment terms, confidentiality and indemnification obligations.

e) Any and all notices and demands required or desired to be given under the Agreement must be in writing and will be deemed to have been given upon receipt by the other party, either by personal delivery, mail, or electronic mail with proof of transmittal.

f) The Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.

g) The Agreement has been negotiated and prepared by the parties and their respective counsel. Should any provision of the Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

h) The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

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: May 8, 2025

RE: Approval of Lease-Leaseback Preliminary and Construction Services Pool for Measure T Bond Program, RFQ # 25-001

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:

As shared in the Measure T Bond Program Implementation Update to the Board, the District proposed utilizing a pool of Lease-Leaseback (LLB) General Construction firms. The scope of work includes providing Preliminary (Preconstruction) Services and Construction Services for the District's future Lease-Leaseback Projects, under the District's Measure T Bond Program and Facilities Department.

The pool of LLB General Construction firms was selected through a Request for Qualifications (RFQ) process, which was publicly advertised on March 10, 2025, and March 17, 2025. Eighteen (18) LLB General Construction firms responded by submitting their Statement of Qualifications (SOQ). These firms were required to be prequalified through PQ Bids, prior to submitting a completed SOQ.

The LLB General Construction firms were evaluated based on the District's adopted Best Value Evaluation. The Best Value Evaluation assessed the Respondents' ability to provide Preliminary (Preconstruction) Services and Construction Services for LLB Projects, past K-14 construction project experience, specific LLB project construction experience, proposed team's experience with LLB construction projects, typical pricing

and compensation, approaches to construction budgeting, value engineering, scheduling, and problem solving. Problem solving approaches including creative methodology and/or technology or unique resources. Additional evaluated elements assessed included insurance and safety, bonding capacity, level of acceptance to the District's standard agreement, and performance ability.

Following a comprehensive evaluation, six (6) firms were selected for the LLB General Contractors pool: Alten Construction, C. Overaa Construction, Landmark Construction, Lusardi Construction, Rodan Builders, and XL Construction. Staff determined that six firms would provide the optimal balance of capacity, responsiveness, and efficiency needed to support the scope and timeline of the District's Bond and Facilities projects.

FISCAL IMPLICATIONS:

To be determined as projects are assigned for the Measure T Bond Program and Facilities Department.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the selected firms for the creation of the Lease-Leaseback Preliminary and Construction Services Pool on behalf of the Measure T Bond Program and the Facilities Department.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services
Wazi Chowdhury – Director of Facilities and Safety
William Savidge - Facilities Management Consultant

DATE: May 8, 2025

RE: Approval of Independent Consultant Agreement for Professional Services with Bartos Architecture for Architectural & Engineering Services on the Modular Office Project at the District Office Site

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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:

There is a need for additional central office space to ensure that District staff reorganization and additional Measure T Bond staffing can be accommodated. It is proposed to install a modular office building at the parking area adjacent to the Facilities and Bond Offices. This area has housed temporary construction offices in the past and is well-suited for a relatively simple installation. Facilities staff have reached out to Bartos Architecture, a small local firm that is pre-qualified for the Measure T Bond program. They have experience with these types of projects and can provide immediate project Architectural and Engineering services. The proposed building will be a modular office space, with a pre-approved plan check number at the Division of State Architect (DSA). The proposed project would take up eight parking spaces in the Facilities lot to add a 24’ x 60’ office modular. The building would include a landing and ramp, with re-configuration and restripe of the parking area.

FISCAL IMPLICATIONS:

$65,100. Facilities Fund (Fund 40).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Independent Consultant Agreement for Professional Services with Bartos Architecture for Architectural & Engineering services on the Modular Office project at the District Office site.

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Architectural Services)

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 8th day of May, 2025 by and between the **South San Francisco Unified School District**, ("District") and **Bartos Architecture** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Architectural services for the **District Office Modular** as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
   1.1. **SSFUSD Board approval.** Services as approved by the South San Francisco Unified Board of Trustees on May 8, 2025.

2. **Term.** Consultant shall commence providing services under this Agreement on May 9, 2025 and will diligently perform as required and complete performance of Construction Documents by October 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

   X Signed Agreement
   X Workers' Compensation Certification
   X Fingerprinting/Criminal Background Investigation Certification
   X Insurance Certificates and Endorsements
   X W-9 Form
   _____ Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixty Five Thousand One Hundred Dollars ($65,100)**. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Work shall be made on an hourly basis for all undisputed amounts based upon the delivery of the work product at the milestones in Consultants' proposal and as confirmed by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

   5.1. Reproduction and delivery expense when applicable, in accordance with Consultants' proposal.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall

assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

   7.1. Not applicable.

8. **Performance of Services.**

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

   Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

   8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

   8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant agrees to take such actions as are necessary to protect the rights assigned to the District in this Agreement, and to refrain from taking any action that would impair those rights. Consultant's responsibilities under this Agreement include without limitation, placing proper notice of copyright on all versions of the plans and specifications. Consultant consents to use of Consultant's name in conjunction with

the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

    12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

    12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        12.2.1. material violation of this Agreement by the Consultant; or

        12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

        12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

    Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have

the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

17. **Certificates/Permits/Licenses/Registration**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that

fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

20.1. All site visits shall be arranged through the District;

20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the a school site, allowing District time to arrange site visits without a disruption to the educational process;

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant:**
South San Francisco Unified School District 398 B Street South San Francisco, California 94080 ATTN: Ted O	**Bartos Architecture** 300 8th Ave. Suite 202 San Mateo, California 94401 ATTN: Mark Bartos

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective

three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20___

South San Francisco Unified School District

By: _____

Print Name: Ted O

Print Title: Assistant Superintendent Business Services

Dated: April 28, 2025

Bartos Architecture

By: _____

Print Name: Mark Bartos

Print Title: Principal

Information regarding Consultant:

License No.: C24138

Registration No.: _____

Address: 300 8th Ave, Suite 202, San Mateo, CA, 94401

Telephone: 650-340-1221

Facsimile: _____

E-Mail: mb@bartosarchitecture.com

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: California
_____ Limited Liability Company
_____ Other: _____

26-2390586: Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: April 28, 2025

Name of Consultant: Bartos Architecture, Inc.

Signature: _____

Print Name and Title: Mark Bartos, President, Architect

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

X Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: April 28, 2025

Name of Consultant: Bartos Architecture, Inc.

Signature:

Print Name and Title: Mark Bartos, President, Architect

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is attached as a reference document and not made part of this Agreement.

BARTOS ARCHITECTURE
COLLABORATION
ADVOCACY
RESEARCH
EDUCATION
300 8th Avenue
Suite 202 San Mateo
California 94401

25 April 2025

Ted O, Assistant Superintendent Business Services

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

Re: Facilities Offices at 634 South El Camino

Dear Mr. O,

We wish to thank Bill Savidge and you for reaching out to us regarding office facilities at the district corporation yard. We understand this project to provide offices for facilities and bond staff.

Physical Scope

- 24' x 60' DSA Pre Check modular building
- Ramps / stairs
- Offices, open office and two restrooms.
- Power, data, fire alarm and district standard intrusion protection.
- Parking lot re-striping and optimization of parking and traffic flow.

Services

The following outlines the scope of services that we currently understand will be required.

Schematic Design

- Schematic plan layout options
- Schematic site plan
- Meet with the District team as needed to review layouts.
- Coordination with manufacture to validate option
- DSA pre-application
- Preliminary code research.

Construction Documentation

- Site plan, Floor Plan, required details
- Technical Specifications. Div 00 by District.
- Consultant plans on manufacturer provided backgrounds
- Background site plan to mfr.
- Review procurement package.
- Review and coordinate consultant drawings and specifications.
- Coordinate our consultants' documents with manufacturer
- Coordination of manufacturer development

DSA Plan Review Process

- Complete application/registration forms.
- OTC (Over the Counter Submittal)
- Modify documents as necessary

Bidding and Negotiation

- Assist with bidding, contractor procurement, bid period questions.
- Provide addenda for distribution.
- Provide review of received bids

Construction Administration

- Provide online (basecamp) project collaboration website: no fee/cost for this.
- Assumed two-month construction schedule
- Pre-Construction Meeting.
- Submittal Review.
- RFI Responses, ASI's, Logs, etc.. (Standard Construction Admin Services).
- Payment Application review.
- Attend, prepare meeting notes/agenda. Construction Meetings.
- Substantial Completion Period (punch list) : 2 site visits, distribute punch list.
- Gather Warrantees, O&M manual, Provide Notice of Substantial completion.

Specific Exclusions

- Hazardous Materials Abatement Services are not included.
- Underground location services (assumed to be in survey)
- Sewer line scoping.
- Any work outside the immediate parking lot adjacent to the new offices.
- Structural, Mechanical, Plumbing Engineering, Landscape architecture.

Owner Responsibilities

- Provide existing record documents.
- Provide architect access to facility for existing conditions documentation.
- Procurement of Modular PC documents. Ensure Modular Company will fully cooperate with our efforts.
- Agency fees (if applicable)

Proposed Hourly Rates (Bartos Architecture) for this project

Individual	Rate
Principal/President	$225.00
Senior Associate Licensed Architect	$175.00
Associate / Senior Project Manager	$150.00
Project Manager	$135.00
Associate/Consulting Architect	$125.00
Senior Drafter	$115.00
Drafter	$100.00
Technical Staff	$75.00
Architectural Intern	$50.00
High School Intern	$25.00

Proposed Fee Summary

Because of the small scope of this project, we propose to invoice monthly for these services. We will invoice monthly to the limits described below based on time spent.

Currently we are not aware of a construction (hard cost) budget for the project.

Facilities dept office modulars	Fee	Remarks
Architect	30,000	Refer Attached
Civil	17,100	Refer Attached
Electrical Engineer	15,500	Refer Attached
Plumbing/Mechanical	N/A	
Structural Engineer	N/A	
Reimbursables	2,500	Budget only if needed
Total Services	**65,100**	

The proposal above is Time and Materials – not to exceed. We will only invoice for the actual time we spend. For example, consultant time for construction administration may be less compared to the recommended budget. For our effort, we may not need as much effort as indicated for schematic layouts, construction administration may take less time than anticipated. Please also note that we do not add a mark-up cost to our consultant fees. We will only invoice for reimbursable expenses if needed (this is only budgetary). We do not invoice for travel time to and from the project or to meetings.

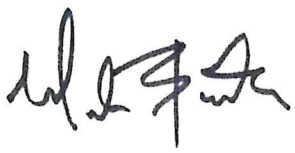
Miscellaneous Provisions

Architect's Place of Business	Bartos Architecture, Inc. 300 8th Ave, Suite 202 San Mateo, CA 94401
Architect's License Number	C 24138
Cancellation of agreement:	Per agreement (pending finalization)
Professional Liability Policy	$2 Million in claim and $4 Million in aggregate

Form of Agreement

Pending approval of this proposal.

Sincerely,



Mark Bartos, Architect
Bartos Architecture

SSFUSD
Facilities Portable Offices

Date 26-Apr-25

Project Fee Estimate

Tasks	Principal Hrs	Principal Rate	Principal Total	Associate Hrs	Associate Rate	Associate Total	Other Staff Hrs	Other Staff Rate	Other Staff Total	Total	Phase Total
Schematic Design											
Research (mod mfr)	1	225	225	2	175	350	0	115	0	575	
Program	1	225	225	2	175	350	0	115	0	575	
Preliminary design drawings	1	225	225	8	175	1,400	0	115	0	1,625	
DSA Pre-App	2	225	450	2	175	350	0	115	0	800	3,575
Design Development											
Refine drawings	0	225	0	0	175	0	0	115	0	0	
Consultant Coordination	0	225	0	0	175	0	0	115	0	0	
Meetings	0	225	0	0	175	0	0	115	0	0	0
Construction Documents											
Modular MFR Coordination	4	225	900	8	225	1,800	4	115	460	3,160	
Title Sheet	1	225	225	4	175	700	16	115	1,840	2,765	
Site / Floor Plan	1	225	225	4	175	700	16	115	1,840	2,765	
Sections	0	225	0	2	175	350	0	115	0	350	
Elevations	0	225	0	0	175	0	0	115	0	0	
Details	0	225	0	0	175	0	0	115	0	0	
General Notes/Misc Details/Schedules	0	225	0	0	175	0	0	115	0	0	
Specifications	0	225	0	16	175	2,800	8	115	920	3,720	12,760
Agency Plan Review											
Submittal / Backcheck / Corrections	4	225	900	8	175	1,400	4	115	460	2,760	2,760
Bidding and Negotiation											
RFI, Addenda, bid opening	2	225	450	2	175	350	2	115	230	1,030	1,030
Construction Administration											
Meetings, Rfl's, Submittals, Admin	8	225	1,800	40	175	7,000	12	115	1,380	10,180	10,180
			5,625			**17,550**			**7,130**		

Estimated Architectural Services **$ 30,305**

Summary with Consultants

Refer to the attached proposals for further information

Architectural Services	30,000	
Civil	17,100	
Electrical	15,500	
Mechanical/Plumbing	0	excluded
Structural	0	excluded
Reimbursables	2,500	
Total Estimated Service	**65,100**	

Notes

1. Only time actually spent will be invoiced. This is not a "lump sum" proposal. This is a bugetary estimate of probable costs.
2. Additional time not referenced above is billed at the billing rates indicated

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: May 8, 2025

RE: Award Contract for Inspector of Record Services to Pinelli Construction Inspection Inc. for the El Camino HS Central Kitchen & Cafeteria and Westborough MS Field and Pavement Improvements Projects

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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 (SSFUSD) is acquiring the services of Pinelli Construction Inspection Inc. to provide Inspector of Record Services for the El Camino High School Central Kitchen and Cafeteria as well as the Westborough Middle School Field and Pavement Improvements projects under the Measure T Bond Program.

On February 29, 2024 the Board of Trustees approved a Request for Qualifications (RFQ) for a pool of twelve (12) firms to provide Inspector of Record services. Three of those firms submitted proposals to provide Inspector of Record services for the El Camino High School Central Kitchen & Cafeteria Projects as well as the Westborough MS Field and Pavement Improvements Project. The firms submitting proposals included Construction Inspection Services (CIS) Inc., Pinelli Construction Inspection Inc., and KLG Inspection. After a thorough review, Pinelli Construction Inspection Inc. emerged as the most cost-

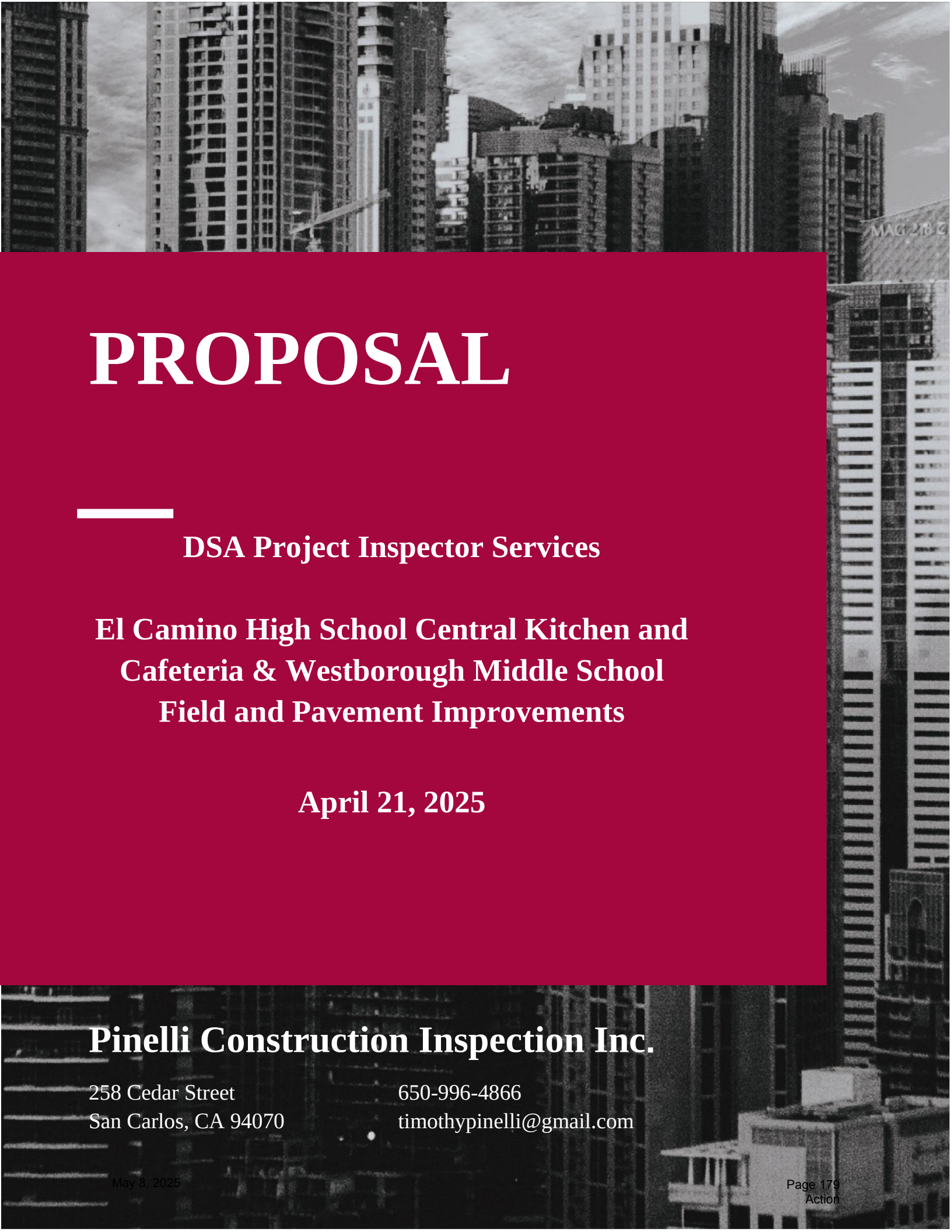
effective option, offering a competitive fee structure while meeting all the project requirements.

FISCAL IMPLICATIONS:

The cost of services is $177,320. This will be paid for through the Measure T Bond Program (Fund 21).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the professional services agreement with Pinelli Construction Inspection Inc., for Inspector of Record services for the El Camino High School Central Kitchen and Cafeteria Project and Westborough MS Field and Pavement Improvements Project in the amount of $177,320.00.



PROPOSAL

DSA Project Inspector Services

El Camino High School Central Kitchen and Cafeteria & Westborough Middle School Field and Pavement Improvements

April 21, 2025

Pinelli Construction Inspection Inc.

258 Cedar Street
San Carlos, CA 94070

650-996-4866
timothypinelli@gmail.com

Pinelli Construction Inspection Inc.

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3	Submittal Letter
4	Description of Firm/Services Provided
5	Fee Structure
6	Resume

Pinelli Construction Inspection Inc. 258 Cedar Street, San Carlos, CA 94070 650-996-4866
timothypinelli@gmail.com

Pinelli Construction Inspection Inc.

April 21, 2025

Calvin Wong, Bond Project Manager
South San Francisco Unified School District
Measure T Bond Program
398 B Street
South San Francisco, CA 94080
clwong@ssfusd.org

RE: Proposal for Inspector of Record Services – El Camino High School Central Kitchen and Cafeteria & Westborough Middle School Field and Pavement Improvements

Dear Mr. Wong,

Thank you for the opportunity to submit a proposal for the El Camino High School Central Kitchen and Cafeteria & Westborough Middle School Field and Pavement Improvements Projects. Pinelli Construction Inspection Inc. is pleased to confirm our commitment to providing Inspector of Record services in accordance with the California Administrative Code (CAC), Part 1, Title 24, and the California Code of Regulations (CCR). Our firm will ensure compliance with all regulatory requirements and maintain current Class 1 DSA Project Inspector certifications and approvals throughout the duration of the project.

Please find the enclosed proposal documents for your review. Should you have any questions or require additional information, please feel free to contact me at (650) 996-4866 or timothypinelli@gmail.com.

We appreciate your consideration and look forward to the opportunity to contribute to the success of these projects.

Sincerely,

Tim Pinelli

Tim Pinelli
Owner
DSA Class 1 IOR 5133

Pinelli Construction Inspection Inc. 258 Cedar Street, San Carlos, CA 94070 650-996-4866
timothypinelli@gmail.com

Pinelli Construction Inspection Inc.

Description of Firm

Pinelli Construction Inspection Inc. (PCI) has been providing Inspector of Record (IOR) services in the San Francisco Bay Area for 19 years. The firm was officially incorporated under its current name on June 27, 2006. Our team consists of three DSA Class 1 and OSHPD Class A-certified Inspectors of Record, bringing a combined 65 years of inspection experience across DSA, OSHPD, and commercial projects.

With a field office located at 1200 El Camino Real, South San Francisco, CA, PCI is well-positioned to offer prompt and responsive service to your district. We take a proactive approach to inspection, assisting clients throughout the construction process with a strong emphasis on efficiency and compliance. Our team possesses in-depth knowledge of building codes and applies a practical, common-sense approach to ensure projects are completed on schedule and in accordance with approved plans and applicable regulations.

Proposed Team Member

Tim Pinelli, the owner of Pinelli Construction Inspection, will provide all DSA project inspection services for all projects within this proposal.

Description of Services Provided

PCI offers comprehensive IOR services, overseeing projects from initial startup through DSA certification. Our inspectors maintain detailed project records, including personal project files and the required DSA documentation for each project. We also ensure that consultant reports (DSA-6, DSA-291, DSA-293) are uploaded promptly and accurately to the DSA box.

All field inspections are conducted in accordance with the California Administrative Code (CAC), Part 1, Title 24 of the California Code of Regulations (CCR). Our inspectors provide continuous oversight with firsthand knowledge of all aspects of the work, ensuring full compliance with DSA requirements and the owner's expectations.

Pinelli Construction Inspection Inc. 258 Cedar Street, San Carlos, CA 94070 650-996-4866
timothypinelli@gmail.com

Pinelli Construction Inspection Inc.

Contract DSA Inspector – Schedule of Rates

Base Labor Rate (DSA Class 1 Inspector): $130.00 per hour

- **Project:** El Camino High School Central Kitchen (DSA# 122032)
- **Estimated Hours per Month:** 52 hours
- **Monthly Cost:** 52 hours × $130.00/hr = **$6,760 per month**
- **Project Duration:** 12 months
- **Total Estimated Cost:** $6,760/month × 12 months = **$81,120**

- **Project:** El Camino High School Cafeteria (DSA# 121228)
- **Estimated Hours per Month:** 36 hours
- **Monthly Cost:** 36 hours × $130.00/hr = **$4,680 per month**
- **Project Duration:** 12 months
- **Total Estimated Cost:** $4,680/month × 12 months = **$56,160**

- **Project:** Westborough Middle School Field and Pavement Improvements (DSA# 122100)
- **Estimated Hours per Month:** 44 hours
- **Monthly Cost:** 44 hours × $130.00/hr = **$5,720 per month**
- **Project Duration:** 7 months
- **Total Estimated Cost:** $5,720/month × 7 months = **$40,040**

Total Fees

- **Combined not to exceed cost for DSA# 122032, 121228, 122100: $177,320**

Note:

- PCI does not charge for travel time, reimbursable expenses, or administrative support.
- The Inspector of Record (IOR) will handle all required administrative duties for the project.
- There are no additional charges for overtime, weekend, or holiday work.

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timothypinelli@gmail.com

Pinelli Construction Inspection Inc.

Tim Pinelli
258 Cedar Street
San Carlos, Ca 94070
650-996-4866
timothypinelli@gmail.com

Summary

DSA and OSHPD Certified Inspector of Record with 19 years of experience overseeing public school and hospital projects. A proactive and detail-oriented IOR with a proven track record of guiding clients through the construction process. Combines deep knowledge of building codes with a practical, solutions-driven approach to ensure projects are completed on time, in compliance with approved plans, and aligned with all applicable regulations.

Professional History

DSA/OSHPD Project Inspector 2008-Present

- Review of all construction documents
- Personal continuous inspection or constant inspection for all trades
- Material identification of all material prior to installation
- Schedule and supervise all special inspections
- Review all test reports to verify compliance with approved documents
- Administration of OSHPD Testing Inspection and Observation (TIO) documents
- Coordination of all visits by OSHPD and DSA
- Preparation of OSHPD and DSA verified compliance reports
- Assistance in obtaining certificate of occupancy and construction final

DSA Assistant Inspector 2006-2011

- Assist lead inspector with all required inspections
- Review all contract changes and posted changes on IOR plan set
- Schedule all special inspections
- Preparation of semi-monthly reports
- Review special inspection invoices for accuracy
- Preparation of DSA 6
- Assistance in obtaining DSA certification

2003-2005 Carpenter, Limey Construction:

- Framed additions to single family homes under direction of GC

2000-2003 Research Associate Landec Corporation:

- Designed fresh produce package systems using proprietary polymers

Educational History

B.A., University of Colorado at Boulder
DSA Class 1 Inspector # 5133
OSHPD Inspector A-20843

Volunteer Experience

Board member and coach, San Carlos Little League 2016-2025

References

Jarrod Ristow, Chief Engineer Kaiser South San Francisco 650-477-5799
Jyou-Ru Lyang, District Structural Engineer DSA 510-622-4818
Steve Sizemore, Superintendent Swinerton Builders 916-917-7485

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timothypinelli@gmail.com

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Project List

Kaiser South San Francisco: Resident IOR 9/18 to present primarily working on capital improvement projects

Alameda Health System: Resident IOR 8/22 to present primarily working on capital improvement projects

Achieve Academy DB: Construction of a new classroom building and modernization of existing building. DSA class 1 IOR 4/23 to present on this $13,500,000 project.

Aspire Academy BMA: Construction of a new portable buildings and modernization of existing building. DSA class 1 IOR 4/23 1/24 on this $5,400,00 project.

Leadership Public Schools Oakland R&D: Construction of a new classroom building and modernization of existing building. DSA class 1 IOR 4/23 to present on this $11,200,000 project.

Vallemar School: Addition to existing classroom building and modernization of existing buildings. DSA class 1 IOR 5/22 to 1/24 on this $3,500,000 project.

Caliber Beta Academy: Construction of a new classroom building and modular classroom building, renovation of existing classroom and MU building. DSA class 1 IOR 5/21 to 9/22 on this $18,000,000 project

Lazear Academy: Construction of a new MU building and modular classroom buildings. DSA class 1 IOR 8/19 to 12/21 on this $10,500,000 project.

KIPP Bridge Academy: Construction of a new class room building and cafeteria building. DSA class 1 IOR 11/17 to 9/18 on this $8,000,000 project.

Devonshire Oaks Skilled Nursing Facility Emergency Sewer Line Replacement: Replacement of a sewer line. OSHPD class A IOR 1/18 to 2/18 on this $20,000 project.

Stanford Hospital RACS Major Electrical and Major Mechanical: Renovation of an existing acute care hospital to replace aging electrical and mechanical infrastructure. OSHPD class A IOR 2/23 to 9/23 on this $8,000,000 project.

Stanford Hospital Surgical Light Replacement: Renovation of an existing acute care hospital to replace surgical lights in 21 ORs. OSHPD class A IOR 12/17 to 4/18 on this $1,500,000 project.

Envision Impact Academy: Construction of a new class room building and administrative building. DSA class 1 IOR 1/17 to 8/17 on this $4,000,000 project.

Stanford Hospital Clinical Laboratory Replacement: Renovation of an existing acute care hospital to replace clinical lab and office space. OSHPD class A IOR 4/15 to 8/16 on this $24,000,000 project.

Stanford Hospital BMT Cellular Therapy Remodel: Renovation of an existing acute care hospital to modernize lab and office space. OSHPD class A IOR 5/14 to 3/18 on this $8,000,000 project.

Pinelli Construction Inspection Inc.

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Stanford Hospital Waste Management and Materials Management Remodel: Renovation of an existing acute care hospital to expand the waste dock area, materials management area and the bulk med gas tank farm. OSHPD class A IOR 12/14 to 1/20 on this $20,000,000 project.

New Stanford Hospital: New 811,000 square foot hospital and 16,500 square foot generator building and med gas tank farm. OSHPD class A IOR 1/13 to 1/18, on this $1,000,000,000 project.

Rocketship Ten (Sylvandale): New two story structural steel modular building, elevator, and stair structures, new shade structure, new utilities infrastructure, parking lot and playground. DSA App. #01-112927 4/13 to 9/13 DSA class 1 project inspector for this $6 million project.

Sutter San Carlos Underground Fire Loop: 4500 linear foot underground fire loop supplying 5 story medical office building, parking garage and proposed new hospital. OSHPD project # IS062229 10/12 to 12/13 OSHPD class A IOR for this $1 million project.

Stanford Hospital Distributed Antenna System: Wireless, cellular and emergency communication system installed in existing hospital. OSHPD # P-2012-00733 12/12 to 3/14 OSHPD class A IOR for this $1.5 million project.

Rocketship Eight (Alma): New two story structural steel modular building and elevator, new shade structure, new utilities infrastructure, parking lot and playground. DSA App. #01-112233 4/12 to 8/12 DSA class 1 project inspector for this $5.5 million project.

Burlingame High School Site Improvements: Utilities and grading improvements. DSA App. #01-111726 for this $1.7 million project.

Fairmeadow Elementary School: New two story classroom building, lower level CMU and concrete shear walls and concrete columns, upper level suspended concrete slab with steel column and beam construction. Modernization of 4 existing buildings. DSA App. #01-111971 1/12 to 9/13 DSA class 1 project inspector on this $6 million project.

Laurel Elementary School New Building F: New single story classroom building, wood shear frame structure. DSA App. #01-111548 6/11 to 12/11 DSA class 1 project inspector on this $2 million project.

Hoover Middle School: Main building and site renovation, new steel frame canopy structure, new elevators, accessible ramps, ADA upgrade, fire alarm and sprinkler systems. DSA App. #01-109994 4/10 to 1/12 DSA class 1 project inspector on this $12 million project. Interim housing installed under DSA App. #01-110221.

Alamo Elementary School: Main building and site renovation, ADA upgrade, new accessible ramps, new elevator canopy, new automatic fire sprinklers and fire alarm upgrade. DSA App. #01-109891 12/09 to 5/10 DSA class 1 project inspector on this $4 million project. Interim housing installed under DSA App. #01-110853.

John Muir Elementary School: Main building and site renovation, ADA upgrade, new accessible ramp, new automatic fire sprinklers, new fire alarm. DSA App. #01-109898 12/09 to 10/10 DSA class 1 project inspector on the $3.7 million project. Interim housing installed under DSA App. #01-110962.

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258 Cedar Street
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Encinal Elementary School: Classroom and administrative building modernization, fire alarm upgrade. DSA App. #01-110366 6/09 to 8/09 DSA class 1 project inspector on this $1.2 million project.

Sunset Elementary School: Main building and site renovation, fire alarm upgrade, ADA upgrade, new elevator, new permanent modular buildings. DSA App. # 01-109934 12/08 to 8/09 DSA class 1 project inspector on this $4.9 million project.

Lawton Alternative School: Main building and site renovation, ADA upgrade, new fire alarm and fire sprinkler system, temporary interim housing. DSA App. #01-109762 12/08 to 12/09 DSA class 1 project inspector on this $4.4 million project.

Laurel Elementary School: Buildings A-G and MP and site renovation. Fire alarm installation. DSA App. #01-109249, 6/08 to 4/09 DSA class 2 project inspector on this $2 million project.

Marshall Elementary School: Main building and site renovation, ADA upgrade. DSA App. #01-109406 6/08 to 9/08 DSA class 2 project inspector on this $2 million project.

Hillview Middle School: New campus and sports facilities. 6 new steel braced frame structures and 1 addition to existing structure. New sports field. DSA App. #01-111045, 6/11 to 12/11 DSA class 1 assistant inspector on this $39 million project.

Laurel Elementary School: Two new wood frame shear wall classroom buildings. DSA App. #01-110145, 9/09 to 5/10 DSA class 1 assistant inspector on this $4.4 million project.

Oak Knoll Elementary School: Two new braced frame buildings. One multi-purpose building and one classroom building. One moment frame bridge. DSA App. #01-109572, 1/09 to 5/10 DSA class 1 assistant inspector on this $9 million project.

Mission High School: Main building and site renovation, new elevator, new braced frame stair structure, new fire alarm and fire sprinkler, ADA upgrade. DSA App. #01-108062, 09/07 to 1/09 DSA class 1 assistant inspector on this $18 million project.

Balboa High School: Buildings A through F and site renovation, new fire alarm, new elevators, ADA upgrade. DSA App. #01-107896, 11/08 to 4/09 DSA class 1 assistant inspector on this $17 million project.

DSA Class 2 and 3 assistant inspector: 4 school projects from 2006-2008, new buildings and renovations totaling $45 million in school construction projects.

INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTOR OF RECORD (IOR) SERVICES (Agreement #25017)

This Independent Consultant Agreement for Inspector of Record Services ("Agreement") is made and entered into as of the **9th day of May, 2025** by and between the South San Francisco Unified School District, ("District") and **Pinelli Construction Inspection Inc.** ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060 authorizes the District to contract with any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters through direct negotiation; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Inspector of Record services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **May 9, 2025** and will diligently perform as required and complete performance by **May 31, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

   X Signed Agreement
   X Workers' Compensation Certification
   X Prevailing Wage Certification
   X Fingerprinting/Criminal Background Investigation Certification
   X Insurance Certificates and Endorsements
   X W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Seventy-Seven Thousand Three-Hundred Twenty Dollars** (**$177,320**). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

4.1.1.	01-122032 El Camino HS Central Kitchen	$81,120
4.1.2.	01-121228 El Camino HS Cafeteria	$56,160
4.1.3.	01-122100 Westborough MS Field & Pavement	$40,040

4.2. [Reserved]

4.3. If Consultant works at more than one site, Consultant shall invoice for each project separately.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Performance of Services.**

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

9. **[Reserved]**.

10. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination**.

13.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification**.

14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

15. **Insurance**.

15.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

15.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

15.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

16.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

17. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

19. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

    20.1. All site visits shall be arranged through District;

    20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

    20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email transmission, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 ATTN: Lori Shelton, Director of Bond Program EMAIL: lshelton@ssfusd.org	Pinelli Construction Inspection Inc. 258 Cedar Street San Carlos, CA 94070 ATTN: Tim Pinelli EMAIL: timothypinelli@gmail.com

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

28. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

35. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

36. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025	Dated: April 23, 2025
South San Francisco Unified School District	**Pinelli Construction Inspection Inc.**
Signed By: _____	Signed By: Tim Pinelli
Print Name: Ted O	Print Name: Tim Pinelli
Print Title: Assistant Superintendent, Business Services	Print Title: President

Information regarding Consultant:

License No.: 5133

Address: 258 Cedar St, San Carlos CA 94070

Telephone: 650-996-4866

Facsimile: _____

E-Mail: timothypinelli@gmail.com

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_X_ Corporation, State: California
_____ Limited Liability Company
_____ Other: _____

20-5202265:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY INSPECTOR OF RECORD (IOR)

Consultant's entire Proposal is **not** made part of this Agreement.

Projects:

1. **Westborough MS Field and Pavement Improvements Project #025-960**
   2570 Westborough Blvd. South San Francisco, CA 94080
   Estimated Hours per Month: 44 hours
   Duration: 7 months

2. **El Camino HS Central Kitchen Modernization Project #098-926**
   1320 Mission Rd. South San Francisco, CA 94080
   Estimated Hours per Month: 52 hours
   Duration: 12 months

3. **El Camino HS Cafeteria Renovation Project #032-926**
   1320 Mission Rd. South San Francisco, CA 94080
   Estimated Hours per Month: 36 hours
   Duration: 12 Months

General Duties:

1. Provide continuous and competent Inspector of Record services in accordance with the California Administrative Code (CAC), Part 1, Title 24, and the Calfornia Code of Regulations (CCR); and applicable Division of the State Architect (DSA) guidelines, including but not limited to DSA Interpretation of Regualtions (IR) A-7 and DSA IR-8.

DSA Certification:

1. Maintain current Class 1 DSA Project Inspection certification and approval throughout the duration of the project. Ensure substitution or delegation of duties complies with DSA requiremetns and is pre-approved by the District and DSA.

Construction Observation:

1. Perform daily inspections to verify that all work is completed in accordance with the DSA-approved construction documents, applicable codes, project specifications, and change orders. Immediately notify the Architect and District of any observed deviations from approved documents.

Project Coordination:

1. Attend all construction meetings, preconstruction meetings, and other coordination meetings as required.
2. Coordinate closely with the Architect, Construction Manager (CM), Contractors, and DSA Field Engineer as required.

Reporting and Documentation:

1. Maintain the project card (Form DSA 152) and update it regularly.
2. Prepare and submit daily inspection reports to the District, Architect, and Construction Manager.

Closeout and Final Certification:

1. Assist with the preparation and review of all closeout documentation.

2. Ensure all required inspections are complete and deficiences corrected prior to project completion.
3. Submit Final Verified Report (DSA 6) upon completion of the project.

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

Class 1 Inspector - $130.00 per hour

Note:

1. There is no charge for travel time, reimbursable expenses, or administrative support.
2. The Inspector of Record (IOR) will handle all required administrative duties for the project.
3. There are no additional charges for overtime, weekend, or holiday work.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 4/23/2025

Name of Consultant: Pinelli Construction Inspection Inc.

Signature: Tim Pinelli

Print Name and Title: Tim Pinelli, President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

There are no employees at Pinelli Construction Inspection, workers compensation does not apply.

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 4/23/2025

Name of Consultant: Pinelli Construction Inspection Inc.

Signature: Tim Pinelli

Print Name and Title: Tim Pinelli, President

There are no employees at Pinelli Construction Inspection, prevailing wage does not apply.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☒ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☒ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: Tim Pinelli

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 4/23/2025

Name of Consultant: Pinelli Construction Inspection Inc.

Signature: Tim Pinelli

Print Name: Tim Pinelli

Title: President

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: May 8, 2025

RE: Approval of Agreement for Commissioning Services with Eichler Associates, Inc. for the El Camino Central Kitchen & Cafeteria Projects

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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 (SSFUSD) is acquiring the services of Eichler Associates, Inc. to provide Commissioning Services for the El Camino High School Central Kitchen and Cafeteria Projects under the Measure T Bond Program.

On April 24, the Board of Trustees approved a Request for Qualifications (RFQ) for a pool of four (4) firms to provide commissioning services. Three of those four firms submitted proposals to provide commissioning services for the El Camino High School Central Kitchen & Cafeteria Projects: Capital Engineering, P2S LP, and Eichler Associates, Inc. After a thorough review, Eichler Associates, Inc. emerged as the most cost-effective option, offering a competitive fee structure while meeting all the project requirements.

FISCAL IMPLICATIONS:

The cost of services is $30,350.00. This will be paid for through the Measure T Bond Program (Fund 21).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the professional services agreement with Eichler Associates, Inc., for commissioning services for the El Camino High School Central Kitchen and Cafeteria Projects in the amount of $30,350.00.

Eichler Associates, Inc.

1165 Lincoln Ave. #8232
San Jose, CA 95155
Phone: (408) 482-7027
E-Mail: rosemary.bryan@ea-cx.com
Web: www.ea-cx.com

April 3, 2025

Calvin Wong, Bond Progrm Manager
Gina DeMartini, Senior Administrative Assistant

To whom it may concern:

Eichler Associates Inc. is pleased to present our qualifications for consideration as a Commissioning Agent for the South San Francisco Unified School District with regards to the Request for Qualifications and Proposals-RFQ/P #25-002 Commissioning Agent Services.

Eichler Associates Inc. is a Woman Owned, California Corporation that has been in business since June 2006. During that time, Eichler Associates has performed services in the K-12 market that include acting as the Commissioning Authority for both new construction projects, equipment upgrades and building improvements, as well as energy management controls upgrades. Eichler Associates has also consulted with many school districts for LEED projects, CHPS projects, California's Prop 39 program, California's CalSHAPE program, and energy efficiency upgrades.

Under the direction of Rosemary Bryan, PE, LEED AP (BD+C), the business has created and maintained a trusted leadership role as a Commissioning Authority (CxA) in the consulting field. The corporation is fully licensed and bonded and meets all requirements for commissioning in the State of California. In addition, all associates are Professionally Licensed in the state of California as Mechanical Engineers.

All commissioning authority activities provided by Eichler Associates for the South San Francisco Unified School District projects will be performed by Principal, Rosemary Bryan. Her extensive experience in the K-12 and College markets make her uniquely qualified for the types and breadth of projects that would be encountered.

As a principal and CEO of Eichler Associates, I have the authority to bind the firm to all commitments made in this proposal.

Rosemary Bryan has received a copy of District's form of Independent Consultant Agreement for Commissioning Services ("Agreement") attached as Attachment A to the RFQ. Rosemary Bryan has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, Rosemary Bryan has no objections to the use of the Agreement.

I certify that no official or employee of District, nor any business entity in which an official of District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to District.

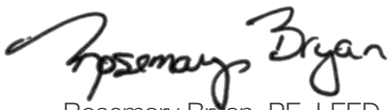
I certify that no official or employee of Respondent has ever been convicted of an ethics violation.

Evidence that Respondent is legally permitted to conduct business in the State of California and properly licensed (as applicable) for the scope of services will be provided upon request.

Thank you for the opportunity to work with the South San Francisco Unified School District. Please do not hesitate to contact me should you have any questions or comments.

By virtue of submission, Rosemary Bryan declares that all information provided in the Submittal is true.

Sincerely,



Rosemary Bryan, PE, LEED AP (BD+C), BCxP
Cx Authority
Principal – CEO
Eichler Associates, Inc.



Eichler Associates, Inc.

South San Francisco Unified School District

Request for Qualifications and Proposals

Commissioning Agent Services

Response to (RFQ/P) #25-002

4.3.25

1165 Lincoln Avenue #8232

San Jose, CA 95155

408.482.7027

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Business Information

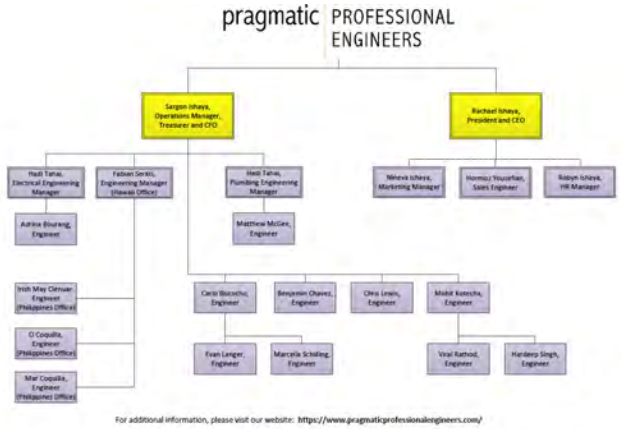
Eichler Associates, Inc.
1165 Lincoln Avenue
San Jose, CA. 95155
(408) 482-7027
Fax: NA
www.ea-cx.com
Fed Tax ID #20-5570581
CA M26370
CA Incorporated (S Corporation)

Eichler Associates, Inc. is a consulting firm with expertise in the energy-efficient design and operation of commercial, institutional, and industrial buildings. We have been in business in the San Jose area for over nineteen years performing commissioning, LEED consulting, energy assessments, and MEP consulting services for a variety of clients and businesses.

The firm's organizational structure is based on an association of qualified engineers and architects who specialize in the commissioning of their respective field. This corporate structure insures that the most knowledgeable expertise is grouped to provide the best team for the project requirements. For instance, Rosemary Bryan is the main CxA for all commercial and educational projects.

For the project types for which the South San Francisco Unified School District is soliciting commissioning services, Rosemary Bryan would be assigned as the CxA. However, in order to perform the onsite commissioning scope, Pragmatic Professional Engineers will be partnering with Eichler Associates. This partnership will ensure that adequate manpower will be made available to the project.

Pragmatic Professional Engineers is a Veteran-Woman-Owned, licensed MEP firm specializing in Mechanical, Electrical, Process Piping, and Plumbing. Additionally, they have been a Lean Engineering for Lean Construction Company since 2009.
Pragmatic PE has successfully completed a diverse breadth of projects for industries, including: Hotels + Museums, Places of Worship, Health + Biotech, Offices, Labs, Government, Educational, Residential, Industrial, and Retail.
Pragmatic PE employs a team of licensed engineers who bring their expertise and commitment to every project, whether it is new construction, modernization, or renovation. We are committed to delivering quality, collaboration, and professionalism, and our ongoing relationships with companies such as Google are a testimony to this commitment and the valued partnerships we have developed with the clients for which we work.



Relevant Qualifications

In providing commissioning services for over nineteen years in the education sector, Eichler Associates Inc. has proven time and again the technical expertise required for this building sector.

The key approach we maintain is to keep all shareholders engaged in the Cx process from the District Owner's Project Requirements through the 10-month warranty review.

The basis of this engagement is through concise and consistent communication between all parties through the design review process, the construction process, the training and turnover process, and the occupancy and warranty review process.

The technical capabilities of our team are solid. We have design experience as the engineer of record, construction experience as program and project managers, and extended training in energy management systems. This level of experience allows us to communicate effectively in all manners of project delivery.

We have always strived to maintain commissioning excellence though complete and extensive testing of ALL systems and sub systems. This is included in our fee proposal and is our standard scope of services.

Eichler Associates has been commissioning projects using the California Title 24 Part 6 Energy Code Commissioning requirements since the inception of those mandatory sections.

We maintain mechanical engineering licenses, and Rosemary Bryan is also LEED certified with the USGBC. She also maintains the BCxP certification from ASHRAE.

Eichler Associates has been the commissioning agent on projects where the timeline and project schedule were a challenge. For all projects, we worked with the District's construction team to provide the necessary project testing, documentation and close out required to submit final certification to DSA.

For this RFQ/P, it is assumed that all of the tasks in the scope of services contained in the RFQ may be required on a given Project(s). Any proposed changes to the following scope of work described herein shall be clearly highlighted and noted in the Consultant's Proposal. For this RFQ, pre-design phase, design phase, construction phase, and warranty phase services are requested, and the Consultant shall be responsible for carrying out the tasks noted herein.

Relevant Project Experience

The following list includes K-12 projects commissioned within the last ten years.
This list also includes LEED projects which include Community Colleges and commercial projects.

Fremont Unified High School District

- Cupertino High School New Science and Classroom Buildings
- Cupertino High School Drama Department Remodel
- Fremont High School New Cafeteria and Classroom Building
- Fremont High School Boiler and Gym HVAC Replacement Project
- Fremont High School New GSS and Classroom Building
- Fremont High School Education Ops Building
- Fremont High School Field House
- Monta Vista High School New Cafeteria and Classroom Building Project
- Monta Vista High School Science Building Renovation Project
- Monta Vista High School Gym Renovation Project
- Monta Vista Buildings A, B, C, F1 and F3
- Homestead High School Retro-Cx of Existing Ice Storage Facility and Boiler Central Plant
- Homestead High School Site Utilities Replacement Project
- Homestead High School GSS Building
- Homestead Science Building
- Homestead Wings A and B

Dublin Unified School District

- New E5 K-8 Cottonwood Creek Elementary School Campus
- Dublin High School New Engineering and Science Building
- Dublin Emerald High School
- Cottonwood Creek Elementary Gym

East Side Unified School District

- Independence High School
- Mount Pleasant High School
- Evergreen Valley High School
- Oak Grove High School
- Piedmont Hills High School
- Santa Teresa High School
- Silver Creek High School

Jefferson Unified High School District

- Westmoor High School New Theatre, Classroom Buildings and Campus Renovation Project
- Westmoor High School New Facilities Building and Maintenance Yard

San Carlos School District

- Central Middle School New Science and Classroom Building
- Arroyo Campus Remodeled Classrooms Project
- Tierra Linda Middle School Renovation Project
- Central Learning Campus New Classroom Building

Soledad Unified High School

- Main Street Middle School New Campus

Menlo Park School District

- Laurel School Upper Campus

Mountain View-Los Altos Union High School District

- Mountain View HS-Classrooms
- Mountain View HS-Aux Gym
- Mountain View HS-SSB Building
- Mountain View HS-Facility and HVAC Upgrades Project
- Los Altos HS-Classrooms & Gym
- Los Altos HS-SSB Building
- Los Altos HS-Facility and HVAC Upgrades Project
- Freestyle Campus

Palo Alto Unified School District

- Palo Verde ES Campus
- Greene MS Campus
- Fletcher MS Campus

San Jose Unified School District

- District Office Renovation with Data Center and Emergency Generator
- HVAC Replacement and EMS Upgrade for 16 Campuses
- District Wide EMS Systems Upgrade

Pittsburg Unified School District

- Heights Elementary School Retro-Cx Project
- Stoneman Elementary School HVAC Upgrade Project
- Parkside Elementary School New Campus Project
- Highlands Elementary School HVAC and EMS Replacement Project (in process)

Belmont-Redwood Shores School District

- Fox, Nesbit, Sandpiper, Ralston, and Redwood Shores CHPS Modernization including HVAC and Lighting Renovations

Las Lomitas School District

- Las Lomitas Elementary School
- La Entrada Middle School

Oak Grove School District

- Anderson, Del Roble, Endenvale, Hayes, Oak Ridge, Parkview, Sakamoto, Davis and Herman, Frost Indigo, Bernal MS, Stipe Modernization Projects

Orchard School District

- Library Addition (LEED Gold)
- HVAC & EMS Upgrades

Milpitas Unified School District

- District Wide EMS Systems Upgrade
- McCandless Elementary School New Campus
- Spangler Elementary School HVAC and EMS Upgrade Project

Morgan Hill Unified School District

- Britton Middle School New Campus

LEED CxA Projects Include:

- Mountain View HS-Classrooms
- Mountain View HS-Aux Gym
- Mountain View HS-SSB Building
- Los Altos HS-Classrooms & Gym
- Los Altos HS-SSB Building

- Freestyle Campus
- San Jose-Evergreen Community College District –
  Joint Use 21st Century Education Center (LEED Gold)
- San Jose-Evergreen Community College District –
  Multi-Disciplinary and Arts Building (LEED Gold)
- West Valley Community College District –
  Student Services Building (LEED Gold)
- Morgan Hill School District
  Britton Middle School (LEED Gold)
- Orchard School District – Library Expansion (LEED Gold)
- Blach Construction Company Headquarters (LEED Gold)
- Syserco Company Headquarters (LEED Gold)
- Heising-Simons Foundation (LEED Platinum)

Project: FUHSD Monta Vista High School – Student Union
Location: 21840 McClellan Rd, Cupertino, CA 95014
General Contractor: Overaa Construction Company
Construction Manager: Kitchell
Owner: Fremont Unified School District
Commissioning Authority: Eichler Associates, Inc. – Rosemary Bryan
Sector: Public Schools
Project Type: New Construction
Project Area: 27,841 FT.2
Services Provided: Cx scope included all HVAC, Lighting Controls, EMS systems

Team Member	Company & Contact Names	Phone, email address
Owner	Fremont Union School District April Scott – Principal MVHS Chris Kenney – Facility Manager	 Phone: (408) 522-2200 E-mail: april_scott@fuhsd.org Phone: (408) 522-2200 E-mail: chris_kenney@fuhsd.org
Construction Manager	Kitchell CEM Tom Millman – Program Manager Mike Hiddleson - Project Manager Andy Lyman – Project Manager	 Phone: (408) 522-2278 E-mail: tmillman@kitchell.com Phone: (408) 605-4963 E-mail: mhiddleson@kitchell.com Phone: (916) 223-2160 E-mail: alyman@kitchell.com
Commissioning Authority (CxA)	Eichler Associates, Inc. Rosemary Bryan	 Phone: (408) 482-7027 E-mail: rosemary.bryan@ea-cx.com
Architect	DLM Architects Erwin Lee – Architect (Principal)	 Phone: (415) 255-1811 E-mail: elee@dlm.com
General Contractor	Overaa Construction Ryan Peach - Project Manager	 Phone: (510) 719-3923 E-mail: rpeach@overaa.com
Mechanical Contractor & TAB Contractor	Aire Sheet Metal Mark Rohning – Project Manager TAB - Ventec	 Phone: (650) 364-8081 E-mail: mark@airesm.com
Controls Contractor	Syserco John Olivares – Project Manager	 Phone: (510) 714-0332 E-mail: j.olivares@syserco.com
Electrical Contractor	Del Monte Electric Scott Mullins – Vice President John Folse – Project Manager	 Phone: (925) 829-6000 E-mail: smullins@delmonteelectric. Phone: (510) 760-1580 E-mail: jfolse@delmonteelectric.com
Plumbing Contractor	Ciari Plumbing Jeff Anderson – Project Manager	 Phone: (408) 396-7488 E-mail: jeff@ciariplumbing.com

Fremont High School – New Cafeteria, Kitchen and Classrooms Building
The Fremont High School New Cafeteria, Kitchen and Classroom Building project is a new one story cafeteria and kitchen and a two story classroom building. It is being constructed by Lathrop Construction Company which is responsible for the General Construction and Kitchell CEM which is responsible for Construction Management. The project design was completed in August 2013. Construction will start in January 2014 and is scheduled to be completed June 2015.
Unknown construction costs.
Cx scope included all HVAC, Lighting Controls, EMS systems.

Cx Project Completion with Warranty Review: May 2016
DSA Closeout:

Team Member	Company & Contact Names	Phone, email address
Owner	Fremont Union School District Bryan Emmert – Principal FHS Carlos Ramos – Facility Manager	Phone: (408) 522-2200 E-mail: bryan_emmert@fuhsd.org Phone: (408) 219-3959 E-mail: carlos_ramos@fuhsd.org
Construction Manager	Kitchell CEM Tom Millman – Program Manager Rosiella Ileto - Project Manager Noe Ramos	Phone: (408) 522-2278 E-mail: tmillman@kitchell.com Phone: E-mail: rileto@kitchell.com Phone: E-mail: nramos@kitchell.com
Commissioning Authority (CxA)	Eichler Associates, Inc. Rosemary Bryan	Phone: (408) 482-7027 E-mail: rosemary.bryan@ea-cx.com
Architect	Aedis Architects Pascal Najem – Manager	Phone: (408) 300-5160 E-mail: pnajem@aedisarchitects.com
General Contractor	Lathrop Construction Associates Anthony Reed - Project Manager Athan Putnam – Project Engineer	Phone: E-mail: anthony.reed@lathropconstruction.com Phone: (707) 333-4123 E-mail: athan.putnam@lathropconstruction.com
Mechanical Contractor & TAB Contractor	Hellwig Mechanical Jim Hadley – Project Manager	Phone: (408) 464-0779 E-mail: jimh@hellwigmechanical.com

Oak Grove School District – Equipment Replacement and EMS Upgrade
The energy management system (EMS) upgrade for the entire school district will occur over a several year period.
To date, some upgrades have been made at the following sites:

(Julia) Baldwin ES
Bernal MS
(Alex) Anderson ES
Del Roble ES
Hayes ES

Cx scope included all replacement HVAC and EMS systems.
Unknown total project costs.

Cx Project Completion: December 2015
DSA Closeout:

Team Member	Company & Contact Names	Phone, email address
Owner	Oak Grove Unified School District Neil Raushhuber - COO Miguel Cruz – MOT Najeeb Qasimi – IT	 Phone: (408) 227-8300 E-mail: nrauschhuber@ogsd.net Phone: E-mail: mcruz@ogsd.net Phone: (408) 707-6388 E-mail: nqasimi@ogsd.net
Commissioning Authority (CxA)	Eichler Associates, Inc. Rosemary Bryan	 Phone: (408) 482-7027 E-mail: rosemary.bryan@ea-cx.com
Architect	DCA Craig Scott – Architect	 Phone: (209) 761-1265 E-mail: cscott@dcaaia.com
General Contractor	Blach Construciton Amber Emery - Project Manager Steve Murphy - MEP Director David Kojima – MEP Coordinator	 Phone: (408) 244-7100 E-mail: amber.emery@blach.com E-mail: steve.murphy@blach.com E-mail: david.kojima@blach.com
Mechanical Contractor	AGC Mechanical – Del Roble Mark Bongiorno– Project Manager Foothill Mechanical - Hayes Ricardo Meza – Project Manager Paragon Mechanical - Anderson Mike Nomi– Project Manager	Phone: (408) 210-5552 E-mail: mbongiorno@agcinc.com Phone: (408) 395-2500 E-mail: ricardo@foothillac.com Phone: (408) 727-7303 E-mail: mnomi@paragonmechanical.co
Controls Contractor	Total Control Dan Ginn – Project Manager	 Phone: (408) 592-5255 E-mail: dginn@rsd-tc.com

Central Middle School – New Two-Story Science and Classroom Building
The new Central Middle School Building project is a new two story, 42,723 sq. ft. classroom building. It is being constructed by Blach Construction Company which is responsible for the General Construction and Construction Management. The project is intended to be occupied by the San Carlos Unified School District and does not require the building to accommodate future changes in occupancy type or number of occupants. The project design was completed in January 2014. Construction will start in May 2014 and is scheduled to be completed August 2015. Cx scope included all HVAC, Lighting Controls, EMS systems. Cx Project Completion with Warranty Review: May 2016 DSA Closeout:

Team Member	Company & Contact Names	Phone, email address
Owner	San Carlos Unified School District Ralph Adams - Construction Manager Chelle Pell – Facility Supervisor Steven Kaufman – Principal	 Phone: (650) 218-0888 E-mail: rwa01@earthlink.net Phone: (650) 508-7333 x982 E-mail: cpell@scsck8.org Phone: (650) 508-7321 x125 E-mail: skaufman@scsdk8.org
Commissioning Authority (CxA)	Eichler Associates, Inc. Rosemary Bryan	 Phone: (408) 482-7027 E-mail: rosemary.bryan@ea-cx.com
Architect	QKA Architects Andy Dale – Architect (Principal)	 Phone: (707) 576-0829 E-mail: andyd@qka.com
General Contractor	Blach Construciton Dean Leyshock - Project Manager Corey Ward – Project Engineer Mahan Bozorginia – Project Engineer Steve Murphy - MEP Director	Phone: (408) 244-7100 E-mail: dean.leyshock@blach.com E-mail: corey.ward@blach.com E-mail: mahan.bozorginia@blach.com E-mail: steve.murphy@blach.com
Mechanical Contractor & TAB Contractor	Paragon Mechanical Mike Nomi – Project Manager Bill Krahl - Foreman TAB – Pacific Test and Balance	 Phone: E-mail: mnomi@paragonmechanical.co E-mail: bkrahl@paragonmechanical.cor E-mail: ssmith@pacifictab.com
Controls Contractor	Energy ETC. Taylor Nordberg – Project Manager	 Phone: (510) 867-1846 E-mail: t_nordberg@energyetc.com
Electrical Contractor	Morrow-Meadows Mike Scanlon – Project Manager Rick Gossett - Foreman	 Phone: E-mail: mscanlon@morrow-meadows.c E-mail: rgossett@morrow-meadows.cor
Plumbing Contractor	Hellwig Plumbing Scott Thomas – Project Manager Keith Anderson – Project Manager Kevin Simmons – Foreman	 Phone: (408) 219-2930 E-mail: scottthomas@rhlhellwig.com E-mail: keithanderson@rlhellwig.com E-mail: kevinsimmons@rlhellwig.com

Orchard School District – Building A Library Addition (LEED Gold) The Building A - Library Addition and Energy Upgrades Project includes expansion and remodel of the existing Library including new HVAC, electrical systems, re-roofing, fire alarm work and installation solar control window film. This project is being constructed by Blach Construction Company, who is responsible for the General Construction and Construction Management. The project is intended to be occupied by the Orchard School District and does not require the building to accommodate future changes in occupancy type or number of occupants.
The project design was completed in October 2009. Construction will start in October 2010 and is scheduled to be completed by July 2011.
Cx scope included all HVAC, Lighting Controls, EMS systems.

Function	Name	Organization
Owner/Tenant	Joyce Shen	Orchard School District
Commissioning Authority-CxA	Rosemary Bryan	Eichler Associates
General Contractor/ Project Manger	Kim Scott/ Bryan Rosevear	Blach Construction
Project Engineers	Matt Spade	Blach Construction
Superintendent	Stuart Young	Blach Construction
Architect of Record	Susie Lechner	HMC Architects
Contract Administrator	Alex Seefeldt	HMC Architects
Mechanical Engineer	Marc Woodman	McCracken & Woodman
Electrical Engineer	S. Mark Fisher	IDEAS
Plumbing Engineer	Marc Woodman	McCracken & Woodman
MEP Director	Steve Murphy	Blach Construction
Mechanical Contractor	Doug Sudhi/ Jason Canen	Ray L. Hellwig Mechanical
Plumbing Contractor	Doug Sudhi/ Jason Canen	Ray L. Hellwig Mechanical
Controls Contractor	Heather Bucholz/ John Olivares/ Raymond Tam	Syserco
TAB Contractor	Ty Curtis	NABCO
Electrical Contractor	Brett Boncher	Cupertino Electric

Proposed Project Team

Rosemary Bryan – PE, LEED AP (BD+C)
Commissioning Authority – CxA
Professional Mechanical Engineer M26370
Eichler Associates, Inc. – Principal, CEO

Summary
Current expertise includes mechanical engineering as it relates to building commissioning, retro-commissioning, and energy assessments.
Specialties include sustainable design and construction, building operations, and LEED requirements
for HVAC, building controls, and plumbing systems.
Experienced in building mechanical engineering (including specialized HVAC, plumbing, fire
protection, and life safety systems), energy auditing, modeling and analysis, energy and green
building codes and user training.
Excellent communicator and facilitator.
Professional Mechanical Engineer in California (M26370)

Experience
Principal
January 2006 - Present
Rosemary Bryan, P.E., LEED AP (BD+C)
Consulting engineer specializing in building commissioning, energy efficient design, energy use
analysis, and life cycle cost analysis. Specific emphasis on commercial buildings and specialized
HVAC systems.
Building types include office, retail, hotel, restaurant, transit, hospital, medical offices, laboratories,
skilled nursing, K-12 schools, colleges, and government buildings.

Integrated Energy Services at Blach Construction Company
April 2009 - Present
Consultant

Operations Manager
1999 - 2006 (8 years)
Provided design and construction project management of the new headquarter building.
Consulted with the company President on business strategies and development.
Created quarterly financial reports and operating cost reports.

Senior Mechanical Engineer
1994 - 1999 (6 years)
Professional mechanical engineer specializing in energy efficient design of mechanical and
plumbing systems for commercial buildings and institutional buildings.
Building types include office, retail, hotel, restaurant, transit, hospital, medical offices, laboratories,
skilled nursing, and government buildings.

Vice President - Engineering
1991 - 1994 (4 years)
Headed engineering department. Supervised all phases of design and construction of HVAC,

plumbing, fire protection, and life safety systems: responsible for client interface and contract
negotiations.

Mechanical Engineer at Bechtel
1986 - 1991 (6 years)
Engineering design, engineering studies, energy use analysis, design supervision, automation, and
training. Reported directly to the Chief Mechanical Engineer as one of five staff engineers in a
group of over 220 mechanical engineers.
Provided specialized computer application support to project teams.

Research Associate & Technical Editor at Lawrence Berkeley National Laboratory
1984 - 1986 (3 years)
Collected and evaluated data on the performance and cost effectiveness of energy savings in new
and retrofitted commercial buildings from the international BECA-CN data base.
Technical editing and report presentations for Dr. Art Rosenfeld, former Director of the Energy
Efficient Buildings Program and former Chairman of the California Energy Commission.

Education
University of California, Berkeley
BSME, Mechanical Engineering, 1986

Activities and Societies: Alpha Gamma Sigma-Honorary Student Society,Pi Tau Sigma,Mechanical
Engineers Honor Society

Sargon Ishaya

Registered Mechanical Engineer, LEED AP
sargon@pragmaticpe.com

Experience
Principal
Pragmatic Professional Engineers
May 2009 - Present

Adjunct Professor at San Jose State University
January 2004 - Present
Developing curriculum and teaching courses on Heating, Ventilating, and Air-Conditioning to senior
mechanical engineering students.

Northern California Education Chair
2015 - 2016 (2 years)

Mechanical Engineer at NxGen Modular
May 2011 - July 2012 (1 year 3 months)
Generated custom mechanical and plumbing designs for modular data centers.

Vice President, HVAC Applications
May 2009 - July 2010 (1 year 3 months)

Account Executive at Therma
November 2007 - May 2009 (1 year 7 months)

VP of Engineering at Therma Corporation
August 1995 - November 2007 (12 years 4 months)

Mechanical Engineer at Air Systems
1993 - 1995 (3 years)

Education
Stanford University
MS, Mechanical Engineering, 1990 - 1992
California Polytechnic State University-San Luis Obispo
B.S., Mechanical Engineering, 1985 - 1990

Litigation History

Eichler Associates has not been involved in any litigation since the incorporation in 2006.

Fee Proposal

Commissioning Agent (CxA) Services

South San Francisco Unified School District

El Camino High School
Cafeteria & Kitchen Renovation Projects

This proposal includes the scope of Commissioning (Cx) services that includes California Title 24 Energy Code, CALGreen Code, and Cx scope as outlined in the Cx Services scope below based on the Bid Set drawings and specifications, dated February 18, 2025 (Cafeteria) and DSA Submittal V1 drawings and specifications, dated November 12, 2024 (Kitchen).

Cx Services During Design:

1) Serve as the Cx Authority on behalf of the Owner to ensure that the project intent is achieved for the systems to be commissioned
2) Review the Owner's Project Requirement (OPR) – if available
3) Review the Basis of Design (BoD) with regard to the OPR – if available
4) Conduct a Cx Design review Kickoff meeting per Title 24 Energy Code requirements
5) Conduct a Cx Design review per Title 24 Energy Code requirements prior to 90% CD's and submit all documentation to Design Team
6) Develop Cx Plan

Cx Services During Construction:

1) Coordinate and lead the Cx Kickoff Meeting (Pre-Construction Meeting)
2) Coordinate and direct Cx activities per the Cx Plan
3) Submittal review and comments of equipment and acceptance testing
4) Coordinate and lead all Cx Project Meetings and record Cx Meeting Minutes
5) Attend meetings and assist in resolving discrepancies
6) Review Start Up documents
7) Write, witness, and approve Pre-Functional Testing of 100% of all installed equipment
8) Write, witness, and approve Functional Testing of 100% of all installed equipment
9) Review trend data
10) Provide ongoing documentation of the Cx process including Issues Log
11) Review TAB and O&M submittals
12) Create a System Manual
13) Training development and oversight
14) Write and submit Cx Report

Cx Services During Occupancy:

1) Schedule and verify deferred and seasonal testing by contractor

Systems Included:

1) HVAC Systems
   - Package units
   - Makeup air units
   - Kitchen Exhaust Fans
   - HVAC controls systems, building and district-wide energy management systems
2) Lighting control systems
3) Water heating systems

Systems not included:
1) Fire/Life Safety Systems
2) Water Re-Use (not in project scope)
3) Renewable Energy Systems (not in project scope)

Services not included:
1) Design work (MEP drawings or changes to drawings)
2) Title 24 Acceptance Testing
3) Building Envelope Commissioning
4) Measurement and Verification Plans
5) 10 month warranty review and Issues Log

Eichler Associates, Inc. proposes the following:

1) El Camino High School – Cafeteria Renovation Project -
   Perform Cx requirements on a time and material basis for a sum not to exceed $14,000.
2) El Camino High School – Kitchen Modernization Project -
   Perform Cx requirements on a time and material basis for a sum not to exceed $16,350.

Additional services may include non-performance of a subcontractor that requires return site visits by the Cx Authority to finalize Pre-Functional and/or Functional Testing.

Consultant's Fee Basis

Total Proposed Fee: $30,350.00

Licensed Senior Engineer Licensed Senior Architect Principal	CxA	$190/hr
Junior Engineer		$160/hr
Administration Assistant		$85/hr
Travel Time		0 if within 25 Mile radius of San Jose

Appendix

ATTACHMENT B

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Principal-CEO [Title] of Eichler Associates, Inc. [Name of Firm], the party making the foregoing bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 3, 2025 [Date],

at San Jose,CA [City], _____ [State].

Date: 4-3-25
Proper Name of Bidder/Proposer: Eichler Associates, Inc.
Signature: Rosemary Bryan
Print Name: Rosemary Bryan
Title: Principal-CEO

END OF DOCUMENT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA
203 N. LaSalle St., 20th Floor, Chicago, IL 60601

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 312-690-4123
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty	20443
INSURER B :	Travelers	25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Eichler Associates, Inc
1165 LINCOLN AVE UNIT 8232, SAN JOSE, CA, 95155

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Yes		6045302673	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	Yes		6045302673	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability (Errors and Omissions)			107544476	11/17/2024	11/17/2025	Occurrence/Aggregate	$1,000,000 / $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as their interests may appear in regards to general liability, when required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INDEPENDENT CONSULTANT AGREEMENT FOR COMMISSIONING AGENT SERVICES (AGREEMENT #25019)

This Independent Consultant Agreement for Commissioning Agent Services ("Agreement") is made and entered into as of the **9th day of May 2025** by and between the South San Francisco Unified School District, ("District") and **Eichler Associates, Inc.** ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060 authorizes the District to contract with any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters through direct negotiation; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide building commissioning services, and related services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **May 9, 2025** and will diligently perform as required and complete performance by **May 31, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

   ___X___ Signed Agreement
   ___X___ Workers' Compensation Certification
   ___X___ Prevailing Wage Certification
   ___X___ Fingerprinting/Criminal Background Investigation Certification
   ___X___ Insurance Certificates and Endorsements
   ___X___ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Thousand Three Hundred Fifty Dollars ($30,350.00). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

4.1.1.	01-122032 El Camino HS Central Kitchen	$16,350
4.1.2.	01-121228 El Camino HS Cafeteria	$14,000

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.3. If Consultant works at more than one site, Consultant shall invoice for each project separately.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: **None**

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: **None**

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

9. **Performance of Services.**

9.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and

currently accepted principles and practices of its profession for services to California school districts.

9.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.3. **Safety and Security**. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

9.4. **Meetings.** Consultant and District agree to participate in regular meetings during the commissioning process, as described in "Exhibit A"

9.5. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.6. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

9.6.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

9.6.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

9.7. **[Reserved]**

10. **[Reserved]**

11. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

12. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or

not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

14. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

15. **Termination**.

15.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

15.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.2.1. material violation of this Agreement by Consultant; or

15.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or

15.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for cause, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions

are in addition to and not a limitation of any other rights or remedies available to District.

15.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification**.

16.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

16.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 16.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 16.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

16.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

17. **Insurance**.

17.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability, per accident for bodily injury or disease	$ 1,000,000

17.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

17.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

17.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

17.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

17.2.3. An endorsement stating that District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.

17.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.5. An endorsement stating that there shall be a waiver of any subrogation.

17.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

17.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

17.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.

17.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

17.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

18. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

19. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance

with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

19.1. **Labor Code Requirements**: If relevant to this Agreement's Services, Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

19.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

19.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

19.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

20. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

21.1. All site visits shall be arranged through District;

21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

21.5. Consultant and Consultant's employees shall not use student restroom facilities; and

21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable to this Agreement.

23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District ATTN: Lori Shelton, Director of Bond Program 398 B Street South San Francisco, CA 94080 Email: lshelton@ssfusd.org	Eichler Associates, Inc. ATTN: Rosemary Bryan, Principal 1165 Lincoln Ave #8232 San Jose, CA 95155 Email: rosemary.bryan@ea-cx.com

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following

delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

28. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

29. **Governing Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

38. **Execution of Other Documents**. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025	Dated: April 24, 2025
South San Francisco Unified School District	**Eichler Asssociates, Inc.**
Signed By: _____	Signed By: 
Print Name: Ted O	Print Name: Rosemary Bryan
Print Title: Assistant Superintendent – Business Services	Print Title: Principal-CEO

Information regarding Consultant:

License No.: M26370

Address: 1165 Lincoln Avenue #8232
SanJose, CA 95155

Telephone: 408-482-7027

Facsimile: NA

E-Mail: rosemary.bryan@ea-cx.com

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: CA
_____ Limited Liability Company
_____ Other: _____

20-5570581:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Consultant's duties and services under this Agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

Consultant's scope of services shall include:

A. Introduction

The Commissioning Agent ("CxA") will provide Commissioning Services for the El Camino High School Central Kitchen and Cafeteria Project, located at 1320 Mission Rd. South San Francisco, CA 94080, under the Measure T Bond Program. The District is committed to commissioning the bond projects to ensure Mechanical, Electrical and Plumbing systems are well designed, constructed, operate properly and the District's staff has adequate system documentation and training for proper maintenance and operation.

The CxA shall be an independent entity not affiliated with members of the project team. The CxA shall lead the commissioning process and shall plan, schedule, review, coordinate and manage the implementation of all commissioning process activities. The CxA shall report to the District and coordinate with the design team, contractors and the District Facilities Department for training and system operations.

B. Drawings and Project Manual Documents

1. The Commissioning Agent shall perform services in accordance with the following documents, which are incorporated herein by reference and made part of this Agreement:
   a. Contract Drawings prepared by Hamilton + Aitken Architects, dated 02/18/2025, titled Kitchen Modernization.
   b. Central Kitchen Project Manual – Volume 2 Technical Specifications prepared by Hamilton + Aitken Architects, dated 02/18/2025, including Divisions 01 through 32.
   c. Contract Drawings prepared by Hamilton + Aitken Architects, dated 02/18/2025, titled Cafeteria Renovation and Serving Line Upgrade.
   d. Cafeteria Renovation and Serving Line Upgrade Project Manual – Volume 2 Technical Specifications prepared by Hamilton + Aitken Architects, dated 02/18/2025, including Divisions 01 through 32.
   e. Specification section 01 91 00 Commissioning.

C. Basic CxA Services

1. The commissioning process shall include the following systems: HVAC systems and associated energy management control systems, electrical distribution, lighting controls, domestic hot water systems, water usage, energy management systems, and

fire protection, Kitchen exhaust hoods, walk-in refrigerator & freezer, landscape irrigation.

2. Develop full commissioning plan for the complete HVAC equipment and systems in compliance with the HVAC Commissioning Process, ASHRAE Guideline 1-1996, copy of the ASHRAE document can be obtained by contacting ASHRAE.

3. Adhere to California Energy Commission regulations in Section 120.8 for mandatory commissioning requirements.

4. Adhere to the California Building Standards Code, Title 24 and all supplements.

5. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation (web-based database and electronic submittal collection, O&M manuals and issues resolution in one central system is preferred), clear and regular communications and consultations with all necessary Parties, frequently updated timelines and schedules and technical expertise.

6. Plan, conduct, and document commissioning meetings as needed.

7. Maintain a master issues log and a separate record of functional testing (web- based is preferred). Report all issues as they occur directly to the District Project Manager.

8. The Commissioning Report shall include the issues log, plan, progress reports, training records, test schedules, operation reports, functional commissioning tests, and trend log analysis. Also include all Test and Balancing Reports and recommendations.

D. Construction Phase

1. Plan and conduct commissioning meetings as needed and distribute minutes. As soon as practicable after the start of construction, the CxA will conduct a pre-installation commissioning "kick-off" meeting with the contractor. Parties directly affected by the commissioning work will be required to attend. CxA will explain the commissioning process in detail, and identify specific commissioning related responsibilities of the various parties. CxA shall attend OAC weekly meetings on an as-needed basis.

2. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary Parties, frequently updated timelines and schedules and technical expertise.

3. Coordinate the commissioning work and, with the Contractor, Design Team and District Project Manager ensure that commissioning activities are being incorporated into the master schedule.

4. Initiate, request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and close out procedures. Before startup, gather and review the current control sequences and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.

5. Review Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the Design Team reviews. CxA shall review substitution request along with Design Team and District Project Manager.

6. Review RFI's and change orders for impact on commissioning and site operating objectives.

7. Write and distribute installation and operation checklists for commissioned equipment and systems.

8. Develop an enhanced start-up and initial systems inspection plan with Contractors, Design Team and District Project Manager for commissioned equipment.

9. Verify HVAC piping pressure test and flushing, ensuring that proper procedures were followed. Include testing documentation in the Commissioning Report.

10. Verify any ductwork testing and cleaning, ensuring that proper procedures were followed. Include documentation in the Commissioning Report.

11. Document construction checklist completion by reviewing completed pre-operation checklists and site observations.

12. Document systems startup by reviewing start-up reports and by site observation.

13. Approve air and water systems balancing by verifying testing and reviewing reports and site observations.

14. Write the functional performance test procedures for equipment and systems. This will include manual functional testing, energy management control system trending and include stand-alone data logging monitoring. Submit testing information to District Project Manager for review and approval.

15. Provide and coordinate all piping pressure test and flushing, ensuring that proper design and operating specifications are met. Include testing documentation in the Commissioning Report.

16. Coordinate and document manual functional performance tests performed with the assistance of the District. The functional testing shall include operating the system and components through each of the written sequences of operations, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interacts with other systems or equipment. Sensors and actuators shall be calibrated during operation check. Tests on respective HVAC equipment shall be executed during both the heating and cooling season. However, some overriding of control values to simulate conditions shall be permitted. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the CxA and the District.

17. Compile a Commissioning Report. Include a summary report that has a list of participants and roles, facilities description, commissioning and testing scope, and a detailed description of testing and verification methods. The Commissioning Report shall also include the issues log, commissioning plan, progress reports, submittals and

O&M manual reports, operation tests and operation trending logs. All outstanding non-compliance items shall be specifically listed. Recommendations to address non-compliant issues, future actions needed, and commissioning process changes shall also be listed. The report should also include the disposition of the CxA to validate the commissioning process for equipment operation, documentation and conducted training.

18. Participate in the final punchlist review with the Design Team, District Project Manager, and DSA inspector to document any commissioning or operating deficiencies.

E. Operation/Post-Occupancy Phase

1. Coordinate and review all phases of system operations at each site to ensure the systems are properly operating and adhere to all performance goals.

2. Participate in the closeout of punchlist items affecting commissioning and system operations.

3. Ensure proper operational training has been provided to District staff and service vendors. Provide supplemental training to District staff and update all programs and equipment operation controls as requested.

4. Ensure all O&M manuals are provided and clearly formatted for District staff to easily interpret and implement.

5. Ensure all warranty information is properly documented. Define the District's responsibilities required to maintain the warranty.

6. Participate in the 24-month warranty period inspection to validate building operations. Inspection would be scheduled by the District prior to the end of the warranty period.

7. Prepare and submit to the District the Final Commissioning Report.

8. Prepare and submit to the District a Preventive Maintenance scheduled for all equipment and systems commissioned.

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

Consultant's Fee Basis

Licensed Senior Engineer Licensed Senior Architect Principal	CxA	$190/hr
Junior Engineer		$160/hr
Administration Assistant		$85/hr
Travel Time		0 if within 25 Mile radius of San Jose

WORKERS' COMPENSATION CERTIFICATION

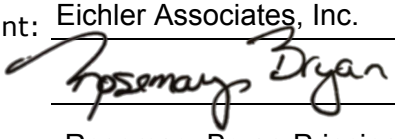
Labor Code Section 3700 provides, in relevant part:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 4-23-25

Name of Consultant: Eichler Associates, Inc.

Signature: 

Print Name and Title: Rosemary Bryan-Principal-CEO

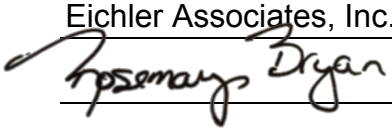
(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 4-23-25

Name of Consultant: Eichler Associates, Inc.

Signature: 

Print Name and Title: Rosemary Bryan-Principal-CEO

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☒ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

Date: 4-23-25

Name of Consultant: Eichler Associates, Inc.

Signature: Rosemary Bryan

Print Name: Rosemary Bryan

Title: Principal-CEO

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 4-23-25

Name of Consultant: Eichler Associates, Inc.

Signature: Rosemary Bryan

Print Name: Rosemary Bryan

Title: Principal-CEO

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: May 8, 2025

RE: Approval of Agreement for Special Inspection Services with ISI Inspection Services, Inc. for the El Camino HS Central Kitchen & Cafeteria and Westborough MS Field and Pavement Improvements Projects

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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 (SSFUSD) is acquiring the services of ISI Inspection Services, Inc. to provide Special Inspection services for the El Camino High School Central Kitchen and Cafeteria project as well as the Westborough Middle School Field and Pavement Improvements project under the Measure T Bond Program.

On February 29, 2024, the Board of Trustees approved a Request for Qualifications (RFQ) for a pool of five (5) firms to provide Special Inspection services. Three of those firms submitted proposals to provide Special Inspection services for the El Camino High School Central Kitchen & Cafeteria Projects as well as the Westborough MS Field and Pavement Improvements Project. The firms submitting proposals included Inspection Services Inc. (ISI), Ninyo & Moore, and Consolidated Engineering Laboratories. After a thorough review, ISI emerged as the most cost-effective option, offering a competitive fee structure while meeting all the project requirements.

FISCAL IMPLICATIONS:

The cost of services is $102,687.86. This will be paid for through the Measure T Bond Program (Fund 21).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the professional services agreement with ISI Inspection Services Inc., for Special Inspection services for the El Camino High School Central Kitchen and Cafeteria Project and Westborough MS Field and Pavement Improvements Project in the amount of $102,687.86.

April 9, 2025

Calvin Wong, Bond Project Manager
South San Francisco Unified School District
Measure T Bond Program
398 B Street
South San Francisco, CA 94080

Subject: RFP for Special Inspection & Materials Testing Services El Camino High School Central Kitchen and Cafeteria & Westborough Middle School Field & Pavement Improvements

Dear Calvin,

Thank you for providing Inspection Services, Inc. (ISI) with the opportunity to submit our proposal for the Special Inspection & Materials Testing Services El Camino High School Central Kitchen and Cafeteria & Westborough Middle School Field & Pavement Improvements RFP.

The South San Francisco Unified School District is looking for the best value in special inspection and materials testing services to ensure that the District's projects are built on schedule, under budget and in accordance with building codes, plans and specifications. ISI has a significant amount of valuable, prior experience with many similar contracts for testing and inspection services with clients such as **South San Francisco**, San Francisco, San Rafael, New Haven, Novato, Castro Valley Unified School Districts, among others.

For over 30 years, ISI has specialized in quality assurance, quality control and comprehensive special inspection and materials testing services. At ISI, we take pride in our role of offering expert inspection services in support of continued improvement and growth in the Bay Area's education infrastructure. ISI's special inspection services are provided in strict accordance with CBC Title 24 and our materials testing services are performed in our **10,000 SF full-service, DSA-accredited Berkeley laboratory (LEA#131)**.

Should you have any questions, or require any additional information, please contact our office at (510) 900-2100. We appreciate the opportunity to provide our qualifications for this proposal and look forward to the possibility of working with you and your staff.

Sincerely,

Antoine Megevand, PE; Project Manager
ISI Inspection Services, Inc.
1798 University Avenue, Berkeley, CA 94703
AMegevand@inspectionservices.net

El Camino H.S. Cafeteria (01-121228)
1320 Mission Road
South San Francisco, CA 94080

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

I. FIELD AND LABORATORY SERVICES		Quantity	Rate	Amount
C. Reinforcing Steel (not required per DSA-103)				
1. 2204 Material ID/Sampling at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
2. 2205 Material Tagging at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
3. 3201 Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		3 set(s)	$145.00 /set	$435.00
D. Structural Concrete				
1. 1201 Mix Design Review (not required per DSA-103)		2 ea	$225.00 /ea	$450.00
2. 2305 Batch Plant Inspection (not required per DSA-103)	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
3. 2301 Concrete Sampling (not required per DSA-103)	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
4. 2903 Epoxy/Anchor Installation	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
5. 2904 Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	4 visit(s)	16 hrs	$116.00 /hr	$1,856.00
6. 3101 Concrete Compression Tests (set of 5/50cy)	4 set(s)	20 ea	$50.00 /ea	$1,000.00
H. Structural Steel / Welding				
1. 1204 Review of WPS (less than 48-hour notice 50% rush charge)		2 hrs	$196.00 /hr	$392.00
2. 2615 Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	$114.00 /hr	$912.00
3. 2601 Field Welding Inspection (not required per DSA-103)	0 visit(s)	0 hrs	$114.00 /hr	$0.00
L. Engineering/Project Management/Miscellaneous				
1. 1221 Project Manager		4 hrs	$175.00 /hr	$700.00
2. 1215 DSA-291 Affidavit		1 ea	$350.00 /ea	$350.00
3. 1305 Mileage (for specialized equipment above, portal-to-portal)	4 trip(s)	48 ea	$0.70 /ea	$134.40
4. 1309 Tolls (for specialized equipment above, portal-to-portal)		4 ea	$8.00 /ea	$32.00

T&I Budget Estimate:	**$14,325.40**
10 % Administrative Fee:	**$1,432.54**
Total Budget Estimate:	**$15,757.94**

Exclusions:

1. Geotechnical Engineering
2. Skidmore Wilhelm Bolt Testing Equipment (to be Provided by Erector per RCSC EB No.4)
3. Certification of Welding Personnel

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

II. PROPOSAL CLARIFICATIONS

Estimated Quantities:
Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, specs, and DSA-103 form.
- RFP dated 3-27-25.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes. If contractor's work is performed more quickly than scheduled, Client will receive a cost savings for testing & inspections. If, however, contractor's schedule is extended or delayed, Client may receive a resulting increase in the costs for testing & inspections.

Reinspections:
Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs. Client hereby acknowledges that even with diligent special inspections and/or testing by ISI, construction defects, deficiencies, and/or omissions in the contractor's work may arise. Client understands and hereby agrees that the contractor is solely responsible for its means and methods, the quality and completeness of the construction work and for adhering to the applicable construction plans and specifications.

Time and Materials Charges:
This bid proposal is an estimate to perform services. Prices quoted are valid through November 30, 2025. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a bi-weekly or monthly basis in accordance with this proposal. All invoices include a summary of work performed to date, budget balance remaining, and a 10% administrative fee.

ISI will only provide special inspection and material testing services if client acknowledges that this fee proposal is merely an estimate of future code-required services. If client or client's representative (including contractor) keeps requesting ISI's services even beyond our approved budget, client accepts financial responsibility to pay for any and all services provided by ISI. In addition, Client recognizes that on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ISI will typically have no notice of this until the day the overtime occurs. Client agrees to compensate ISI for such overtime.

_____
Client Acknowledgement (initials)

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

III. BASIS OF CHARGES

A. *Minimum Hourly Charges:*

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. *Rate for Field Inspectors:*

Basic Rate	$ 112.00/hr
Basic Rate w/ Testing Equipment	$ 116.00/hr
Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
Work performed on “RUSH” schedule	1.5 x Basic Rate
Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. *Expenses:*

1307	Travel Time, if required	$ 90.00/hr
1305	Auto Mileage, if required	$ 0.700/mi
1306	Per Diem (Or cost if greater than $125.00/day)	$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	$ 1235.00/day

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on December 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

* ISI warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. This warranty is exclusive and is in lieu of any other warranty or representation, expressed or implied. ISI, its officers, directors, employees, agents, affiliates and independent contractors liability pursuant to this Contract and/or for alleged negligent acts or omissions shall be limited to the sum paid by the Client to the Consultant. No action, claim or proceeding shall be maintained against ISI unless such is filed or brought within two years from the date of Substantial Completion or final payment to ISI, whichever occurs first.

El Camino H.S. Kitchen (01-122032)
1320 Mission Road
South San Francisco, CA 94080

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

I. FIELD AND LABORATORY SERVICES			Quantity	Rate	Amount
A. Geotechnical Services (assume to be provided under the direction of the GEOR)					
1. 2701	Utilities/Subgrade/AB Compaction Testing (portal-to-portal)	6 visit(s)	24 hrs	$116.00 /hr	$2,784.00
2. 3462	Maximum Density Curves (ASTM D1557)		1 ea	$370.00 /ea	$370.00
C. Reinforcing Steel					
1. 2204	Material ID/Sampling at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
2. 2205	Material Tagging at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
3. 3201	Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		9 set(s)	$145.00 /set	$1,305.00
D. Structural Concrete					
1. 1201	Mix Design Review		1 ea	$225.00 /ea	$225.00
2. 2305	Batch Plant Inspection	5 visit(s)	20 hrs	$112.00 /hr	$2,240.00
3. 2301	Concrete Placement & Sampling	5 visit(s)	20 hrs	$112.00 /hr	$2,240.00
4. 2903	Epoxy/Anchor Installation	5 visit(s)	20 hrs	$112.00 /hr	$2,240.00
5. 2904	Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	5 visit(s)	20 hrs	$116.00 /hr	$2,320.00
6. 3101	Concrete Compression Tests (set of 5/50cy)	5 set(s)	25 ea	$50.00 /ea	$1,250.00
H. Structural Steel / Welding					
1. 1204	Review of WPS (less than 48-hour notice 50% rush charge)		5 hrs	$196.00 /hr	$980.00
2. 2615	Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	$114.00 /hr	$912.00
3. 2601	Field Welding Inspection	8 day(s)	64 hrs	$114.00 /hr	$7,296.00
4. 2603	High-Strength Bolt Torquing Inspection	2 day(s)	16 hrs	$114.00 /hr	$1,824.00
5. 3310	Mechanical Properties of HSB w/Nut/Washer		3 set(s)	$345.00 /set	$1,035.00
L. Engineering/Project Management/Miscellaneous					
1. 1221	Project Manager		10 hrs	$175.00 /hr	$1,750.00
2. 1215	DSA-291 Affidavit		1 ea	$350.00 /ea	$350.00
3. 1305	Mileage (for specialized equipment above, portal-to-portal)	11 trip(s)	48 miles	$0.70 /mi	$369.60
4. 1309	Bridge Tolls (for specialized equipment above, portal-to-portal)		11 ea	$8.00 /ea	$88.00

T&I Budget Estimate:	**$32,266.60**
10 % Administrative Fee:	**$3,226.66**
Total Budget Estimate:	**$35,493.26**

Exclusions:

1. Geotechnical Engineering (can be provided upon request)
2. Skidmore Wilhelm Bolt Testing Equipment (to be Provided by Erector per RCSC EB No.4)
3. Certification of Welding Personnel

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

II. PROPOSAL CLARIFICATIONS

Estimated Quantities:
Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, specs and DSA-103 form.
- RFP dated 3-27-25.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes. If contractor's work is performed more quickly than scheduled, Client will receive a cost savings for testing & inspections. If, however, contractor's schedule is extended or delayed, Client may receive a resulting increase in the costs for testing & inspections.

Reinspections:
Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs. Client hereby acknowledges that even with diligent special inspections and/or testing by ISI, construction defects, deficiencies, and/or omissions in the contractor's work may arise. Client understands and hereby agrees that the contractor is solely responsible for its means and methods, the quality and completeness of the construction work and for adhering to the applicable construction plans and specifications.

Time and Materials Charges:
This bid proposal is an estimate to perform services. Prices quoted are valid through November 30, 2025. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a bi-weekly or monthly basis in accordance with this proposal. All invoices include a summary of work performed to date, budget balance remaining, and a 10% administrative fee.

ISI will only provide special inspection and material testing services if client acknowledges that this fee proposal is merely an estimate of future code-required services. If client or client's representative (including contractor) keeps requesting ISI's services even beyond our approved budget, client accepts financial responsibility to pay for any and all services provided by ISI. In addition, Client recognizes that on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ISI will typically have no notice of this until the day the overtime occurs. Client agrees to compensate ISI for such overtime.

_____
Client Acknowledgement (initials)

1798 University Avenue, Berkeley, CA 94703-1514
T: 510.900.2100 F: 510.900.2101

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

III. BASIS OF CHARGES

A. *Minimum Hourly Charges:*

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. *Rate for Field Inspectors:*

	Basic Rate	$ 112.00/hr
	Basic Rate w/ Testing Equipment	$ 116.00/hr
	Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
	Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
	Work performed on “RUSH” schedule	1.5 x Basic Rate
	Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. *Expenses:*

1307	Travel Time, if required	$ 90.00/hr
1305	Auto Mileage, if required	$ 0.700/mi
1306	Per Diem (Or cost if greater than $125.00/day)	$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	$ 1235.00/day

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on December 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

* ISI warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. This warranty is exclusive and is in lieu of any other warranty or representation, expressed or implied. ISI, its officers, directors, employees, agents, affiliates and independent contractors liability pursuant to this Contract and/or for alleged negligent acts or omissions shall be limited to the sum paid by the Client to the Consultant. No action, claim or proceeding shall be maintained against ISI unless such is filed or brought within two years from the date of Substantial Completion or final payment to ISI, whichever occurs first.

Westborough M.S. Field & Pavement Improvements (01-122100)
2570 Westborough Blvd.
South San Francisco, CA 94080

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

I. FIELD AND LABORATORY SERVICES		Quantity	Rate	Amount
A. Geotechnical Services (assume to be provided under the direction of the GEOR)				
1. 2701 Utilities/Subgrade/AB/Turf Compaction (portal-to-portal)	20 visit(s)	80 hrs	$116.00 /hr	$9,280.00
2. 2801 HMA Compaction (portal-to-portal)	2 day(s)	16 hrs	$116.00 /hr	$1,856.00
3. 3462 Maximum Density Curves (ASTM D1557)		4 ea	$370.00 /ea	$1,480.00
4. 3403 Gradation		4 ea	$225.00 /ea	$900.00
5. 3622 HMA Lab Test Max Density		2 ea	$505.00 /ea	$1,010.00
C. Reinforcing Steel				
1. 2204 Material ID/Sampling at Source	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
2. 2205 Material Tagging at Source	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
3. 3201 Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		12 set(s)	$145.00 /set	$1,740.00
D. Structural Concrete				
1. 1201 Mix Design Review		3 ea	$225.00 /ea	$675.00
2. 2305 Batch Plant Inspection	8 visit(s)	32 hrs	$112.00 /hr	$3,584.00
3. 2301 Concrete Placement & Sampling	8 visit(s)	32 hrs	$112.00 /hr	$3,584.00
4. 2903 Epoxy/Anchor Installation	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
5. 2904 Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	4 visit(s)	16 hrs	$116.00 /hr	$1,856.00
6. 3101 Concrete Compression Tests (set of 5/50cy)	8 set(s)	40 ea	$50.00 /ea	$2,000.00
H. Structural Steel / Welding				
1. 1204 Review of WPS (less than 48-hour notice 50% rush charge)		5 hrs	$196.00 /hr	$980.00
2. 2615 Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	$114.00 /hr	$912.00
3. 2601 Field Welding Inspection	4 day(s)	32 hrs	$114.00 /hr	$3,648.00
4. 2602 Shop Welding Inspection	4 day(s)	32 hrs	$114.00 /hr	$3,648.00
L. Engineering/Project Management/Miscellaneous				
1. 1221 Project Manager		16 hrs	$175.00 /hr	$2,800.00
2. 1215 DSA-291 Affidavit		1 ea	$350.00 /ea	$350.00
3. 1305 Mileage (for specialized equipment above, portal-to-portal)	26 trip(s)	48 miles	$0.70 /mi	$873.60
4. 1309 Bridge Toll (for specialized equipment above, portal-to-portal)		26 ea	$8.00 /ea	$208.00

T&I Budget Estimate:	**$46,760.60**
10 % Administrative Fee:	**$4,676.06**
Total Budget Estimate:	**$51,436.66**

Exclusions:

1. Geotechnical Engineering (can be provided upon request)
2. Skidmore Wilhelm Bolt Testing Equipment (to be Provided by Erector per RCSC EB No.4)
3. Certification of Welding Personnel

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

II. PROPOSAL CLARIFICATIONS

Estimated Quantities:
Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, specs and DSA-103 form.
- RFP dated 3-27-25.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes. If contractor's work is performed more quickly than scheduled, Client will receive a cost savings for testing & inspections. If, however, contractor's schedule is extended or delayed, Client may receive a resulting increase in the costs for testing & inspections.

Reinspections:
Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs. Client hereby acknowledges that even with diligent special inspections and/or testing by ISI, construction defects, deficiencies, and/or omissions in the contractor's work may arise. Client understands and hereby agrees that the contractor is solely responsible for its means and methods, the quality and completeness of the construction work and for adhering to the applicable construction plans and specifications.

Time and Materials Charges:
This bid proposal is an estimate to perform services. Prices quoted are valid through November 30, 2025. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a bi-weekly or monthly basis in accordance with this proposal. All invoices include a summary of work performed to date, budget balance remaining, and a 10% administrative fee.

ISI will only provide special inspection and material testing services if client acknowledges that this fee proposal is merely an estimate of future code-required services. If client or client's representative (including contractor) keeps requesting ISI's services even beyond our approved budget, client accepts financial responsibility to pay for any and all services provided by ISI. In addition, Client recognizes that on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ISI will typically have no notice of this until the day the overtime occurs. Client agrees to compensate ISI for such overtime.

_____
Client Acknowledgement (initials)

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

III. BASIS OF CHARGES

A. *Minimum Hourly Charges:*

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. *Rate for Field Inspectors:*

Basic Rate	$ 112.00/hr
Basic Rate w/ Testing Equipment	$ 116.00/hr
Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
Work performed on “RUSH” schedule	1.5 x Basic Rate
Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. *Expenses:*

1307	Travel Time, if required	$ 90.00/hr
1305	Auto Mileage, if required	$ 0.700/mi
1306	Per Diem (Or cost if greater than $125.00/day)	$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	$ 1235.00/day

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on December 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

* ISI warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. This warranty is exclusive and is in lieu of any other warranty or representation, expressed or implied. ISI, its officers, directors, employees, agents, affiliates and independent contractors liability pursuant to this Contract and/or for alleged negligent acts or omissions shall be limited to the sum paid by the Client to the Consultant. No action, claim or proceeding shall be maintained against ISI unless such is filed or brought within two years from the date of Substantial Completion or final payment to ISI, whichever occurs first.

El Camino H.S. (121228 & 122032) Westborough M.S. (122100)
1320 Mission Rd. & 2570 Westborough Blvd.
South San Francisco, CA 94080

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

FEE PROPOSAL SUMMARY

I. FIELD AND LABORATORY SERVICES		Quantity		Rate	Amount
A. Geotechnical Services (assume to be provided under the direction of the GEOR)					
1. 2701	Utilities/Subgrade/AB/Turf Compaction (portal-to-portal)	26 visit(s)	104 hrs	$116.00 /hr	$12,064.00
2. 2801	HMA Compaction (portal-to-portal)	2 day(s)	16 hrs	$116.00 /hr	$1,856.00
3. 3462	Maximum Density Curves (ASTM D1557)		5 ea	$370.00 /ea	$1,850.00
4. 3403	Gradation		4 ea	$225.00 /ea	$900.00
5. 3622	HMA Lab Test Max Density		2 ea	$505.00 /ea	$1,010.00
C. Reinforcing Steel					
1. 2204	Material ID/Sampling at Source	10 visit(s)	40 hrs	$112.00 /hr	$4,480.00
2. 2205	Material Tagging at Source	10 visit(s)	40 hrs	$112.00 /hr	$4,480.00
3. 3201	Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		24 set(s)	$145.00 /set	$3,480.00
D. Structural Concrete					
1. 1201	Mix Design Review		6 ea	$225.00 /ea	$1,350.00
2. 2305	Batch Plant Inspection	17 visit(s)	68 hrs	$112.00 /hr	$7,616.00
3. 2301	Concrete Placement & Sampling	17 visit(s)	68 hrs	$112.00 /hr	$7,616.00
4. 2903	Epoxy/Anchor Installation	13 visit(s)	52 hrs	$112.00 /hr	$5,824.00
5. 2904	Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	13 visit(s)	52 hrs	$116.00 /hr	$6,032.00
6. 3101	Concrete Compression Tests (set of 5/50cy)	17 set(s)	85 ea	$50.00 /ea	$4,250.00
H. Structural Steel / Welding					
1. 1204	Review of WPS (less than 48-hour notice 50% rush charge)		12 hrs	$196.00 /hr	$2,352.00
2. 2615	Material ID / Inspection of T.S. Seam Welds	6 visit(s)	24 hrs	$114.00 /hr	$2,736.00
3. 2601	Field Welding Inspection	12 day(s)	96 hrs	$114.00 /hr	$10,944.00
4. 2602	Shop Welding Inspection	4 day(s)	32 hrs	$114.00 /hr	$3,648.00
5. 2603	High-Strength Bolt Torquing Inspection	2 day(s)	16 hrs	$114.00 /hr	$1,824.00
6. 3310	Mechanical Properties of HSB w/Nut/Washer		3 set(s)	$345.00 /set	$1,035.00
L. Engineering/Project Management/Miscellaneous					
1. 1221	Project Manager		30 hrs	$175.00 /hr	$5,250.00
2. 1215	DSA-291 Affidavit		3 ea	$350.00 /ea	$1,050.00
3. 1305	Mileage (for specialized equipment above, portal-to-portal)	41 trip(s)	48 ea	$0.70 /mi	$1,377.60
4. 1309	Bridge Tolls (for specialized equipment above, portal-to-portal)		41 ea	$8.00 /ea	$328.00

T&I Budget Estimate:	**$93,352.60**
10 % Administrative Fee:	**$9,335.26**
Total Budget Estimate:	**$102,687.86**

Exclusions:

1. Geotechnical Engineering (can be provided upon request)
2. Skidmore Wilhelm Bolt Testing Equipment (to be Provided by Erector per RCSC EB No.4)
3. Certification of Welding Personnel

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

II. PROPOSAL CLARIFICATIONS

Estimated Quantities:
Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

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Client Acknowledgement (initials)

BUDGET ESTIMATE TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

III. BASIS OF CHARGES

A. *Minimum Hourly Charges:*

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. *Rate for Field Inspectors:*

Basic Rate	$ 112.00/hr
Basic Rate w/ Testing Equipment	$ 116.00/hr
Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
Work performed on “RUSH” schedule	1.5 x Basic Rate
Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. *Expenses:*

1307	Travel Time, if required	$ 90.00/hr
1305	Auto Mileage, if required	$ 0.700/mi
1306	Per Diem (Or cost if greater than $125.00/day)	$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	$ 1235.00/day

* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on December 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

* ISI warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. This warranty is exclusive and is in lieu of any other warranty or representation, expressed or implied. ISI, its officers, directors, employees, agents, affiliates and independent contractors liability pursuant to this Contract and/or for alleged negligent acts or omissions shall be limited to the sum paid by the Client to the Consultant. No action, claim or proceeding shall be maintained against ISI unless such is filed or brought within two years from the date of Substantial Completion or final payment to ISI, whichever occurs first.

INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL INSPECTION SERVICES (Agreement #25018)

This Independent Consultant Agreement for Inspector of Record Services ("Agreement") is made and entered into as of the **9th day of May, 2025** by and between the South San Francisco Unified School District, ("District") and Inspection Services, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060 authorizes the District to contract with any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters through direct negotiation; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Inspector of Record services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **May 9, 2025** and will diligently perform as required and complete performance by **May 31, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

   __X__ Signed Agreement
   __X__ Workers' Compensation Certification
   __X__ Prevailing Wage Certification
   __X__ Fingerprinting/Criminal Background Investigation Certification
   __X__ Insurance Certificates and Endorsements
   __X__ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Two Thousand Six Hundred Eighty-Seven and 86/100 Dollars** (**$102,687.86**). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

El Camino HS Cafeteria:

I. FIELD AND LABORATORY SERVICES		Quantity	Rate	Amount
C. Reinforcing Steel (not required per DSA-103)				
1. 2204 Material ID/Sampling at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
2. 2205 Material Tagging at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
3. 3201 Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		3 set(s)	$145.00 /set	$435.00
D. Structural Concrete				
1. 1201 Mix Design Review (not required per DSA-103)		2 ea	$225.00 /ea	$450.00
2. 2305 Batch Plant Inspection (not required per DSA-103)	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
3. 2301 Concrete Sampling (not required per DSA-103)	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
4. 2903 Epoxy/Anchor Installation	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
5. 2904 Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	4 visit(s)	16 hrs	$116.00 /hr	$1,856.00
6. 3101 Concrete Compression Tests (set of 5/50cy)	4 set(s)	20 ea	$50.00 /ea	$1,000.00
H. Structural Steel / Welding				
1. 1204 Review of WPS (less than 48-hour notice 50% rush charge)		2 hrs	$196.00 /hr	$392.00
2. 2615 Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	$114.00 /hr	$912.00
3. 2601 Field Welding Inspection (not required per DSA-103)	0 visit(s)	0 hrs	$114.00 /hr	$0.00
L. Engineering/Project Management/Miscellaneous				
1. 1221 Project Manager		4 hrs	$175.00 /hr	$700.00
2. 1215 DSA-291 Affidavit		1 ea	$350.00 /ea	$350.00
3. 1305 Mileage (for specialized equipment above, portal-to-portal)	4 trip(s)	48 ea	$0.70 /ea	$134.40
4. 1309 Tolls (for specialized equipment above, portal-to-portal)		4 ea	$8.00 /ea	$32.00

T&I Budget Estimate:	**$14,325.40**
10 % Administrative Fee:	**$1,432.54**
Total Budget Estimate:	**$15,757.94**

El Camino HS Kitchen:

I. FIELD AND LABORATORY SERVICES			Quantity	Rate	Amount
A. Geotechnical Services (assume to be provided under the direction of the GEOR)					
1. 2701	Utilities/Subgrade/AB Compaction Testing (portal-to-portal)	6 visit(s)	24 hrs	$116.00 /hr	$2,784.00
2. 3462	Maximum Density Curves (ASTM D1557)		1 ea	$370.00 /ea	$370.00
C. Reinforcing Steel					
1. 2204	Material ID/Sampling at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
2. 2205	Material Tagging at Source	3 visit(s)	12 hrs	$112.00 /hr	$1,344.00
3. 3201	Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		9 set(s)	$145.00 /set	$1,305.00
D. Structural Concrete					
1. 1201	Mix Design Review		1 ea	$225.00 /ea	$225.00
2. 2305	Batch Plant Inspection	5 visit(s)	20 hrs	$112.00 /hr	$2,240.00
3. 2301	Concrete Placement & Sampling	5 visit(s)	20 hrs	$112.00 /hr	$2,240.00
4. 2903	Epoxy/Anchor Installation	5 visit(s)	20 hrs	$112.00 /hr	$2,240.00
5. 2904	Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	5 visit(s)	20 hrs	$116.00 /hr	$2,320.00
6. 3101	Concrete Compression Tests (set of 5/50cy)	5 set(s)	25 ea	$50.00 /ea	$1,250.00
H. Structural Steel / Welding					
1. 1204	Review of WPS (less than 48-hour notice 50% rush charge)		5 hrs	$196.00 /hr	$980.00
2. 2615	Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	$114.00 /hr	$912.00
3. 2601	Field Welding Inspection	8 day(s)	64 hrs	$114.00 /hr	$7,296.00
4. 2603	High-Strength Bolt Torquing Inspection	2 day(s)	16 hrs	$114.00 /hr	$1,824.00
5. 3310	Mechanical Properties of HSB w/Nut/Washer		3 set(s)	$345.00 /set	$1,035.00
L. Engineering/Project Management/Miscellaneous					
1. 1221	Project Manager		10 hrs	$175.00 /hr	$1,750.00
2. 1215	DSA-291 Affidavit		1 ea	$350.00 /ea	$350.00
3. 1305	Mileage (for specialized equipment above, portal-to-portal)	11 trip(s)	48 miles	$0.70 /mi	$369.60
4. 1309	Bridge Tolls (for specialized equipment above, portal-to-portal)		11 ea	$8.00 /ea	$88.00

T&I Budget Estimate:	**$32,266.60**
10 % Administrative Fee:	**$3,226.66**
Total Budget Estimate:	**$35,493.26**

Westborough Field & Pavement Improvements:

I. FIELD AND LABORATORY SERVICES		Quantity	Rate	Amount
A. Geotechnical Services (assume to be provided under the direction of the GEOR)				
1. 2701 Utilities/Subgrade/AB/Turf Compaction (portal-to-portal)	20 visit(s)	80 hrs	$116.00 /hr	$9,280.00
2. 2801 HMA Compaction (portal-to-portal)	2 day(s)	16 hrs	$116.00 /hr	$1,856.00
3. 3462 Maximum Density Curves (ASTM D1557)		4 ea	$370.00 /ea	$1,480.00
4. 3403 Gradation		4 ea	$225.00 /ea	$900.00
5. 3622 HMA Lab Test Max Density		2 ea	$505.00 /ea	$1,010.00
C. Reinforcing Steel				
1. 2204 Material ID/Sampling at Source	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
2. 2205 Material Tagging at Source	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
3. 3201 Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)		12 set(s)	$145.00 /set	$1,740.00
D. Structural Concrete				
1. 1201 Mix Design Review		3 ea	$225.00 /ea	$675.00
2. 2305 Batch Plant Inspection	8 visit(s)	32 hrs	$112.00 /hr	$3,584.00
3. 2301 Concrete Placement & Sampling	8 visit(s)	32 hrs	$112.00 /hr	$3,584.00
4. 2903 Epoxy/Anchor Installation	4 visit(s)	16 hrs	$112.00 /hr	$1,792.00
5. 2904 Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	4 visit(s)	16 hrs	$116.00 /hr	$1,856.00
6. 3101 Concrete Compression Tests (set of 5/50cy)	8 set(s)	40 ea	$50.00 /ea	$2,000.00
H. Structural Steel / Welding				
1. 1204 Review of WPS (less than 48-hour notice 50% rush charge)		5 hrs	$196.00 /hr	$980.00
2. 2615 Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	$114.00 /hr	$912.00
3. 2601 Field Welding Inspection	4 day(s)	32 hrs	$114.00 /hr	$3,648.00
4. 2602 Shop Welding Inspection	4 day(s)	32 hrs	$114.00 /hr	$3,648.00
L. Engineering/Project Management/Miscellaneous				
1. 1221 Project Manager		16 hrs	$175.00 /hr	$2,800.00
2. 1215 DSA-291 Affidavit		1 ea	$350.00 /ea	$350.00
3. 1305 Mileage (for specialized equipment above, portal-to-portal)	26 trip(s)	48 miles	$0.70 /mi	$873.60
4. 1309 Bridge Toll (for specialized equipment above, portal-to-portal)		26 ea	$8.00 /ea	$208.00

T&I Budget Estimate:	**$46,760.60**
10 % Administrative Fee:	**$4,676.06**
Total Budget Estimate:	**$51,436.66**

4.2. [Reserved]

4.3. If Consultant works at more than one site, Consultant shall invoice for each project separately.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Performance of Services.**

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

9. **[Reserved]**.

10. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination**.

13.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification**.

14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

15. **Insurance**.

15.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

15.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to

District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

15.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

16.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to

District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

17. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

19. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

20.1. All site visits shall be arranged through District;

20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email transmission, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 ATTN: Lori Shelton, Director of Bond Program EMAIL: lshelton@ssfusd.org	ISI Inspection Services, Inc. 1798 University Ave Berkeley, CA 94703 ATTN: Antoine Megevand EMAIL: amegevand@inspectionservices.net

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

28. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

35. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

36. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025	Dated: April 24th, 2025
South San Francisco Unified School District	**ISI Inspection Services, Inc.**
Signed By: _____	Signed By: 
Print Name: Ted O	Print Name: Leslie Sakai
Print Title: Assistant Superintendent, Business Services	Print Title: President

Information regarding Consultant:

License No.: BL 043905

Address: 1798 University Avenue
Berkeley, CA. 94703

Telephone: 510-900-2100

Facsimile: 510-900-2101

E-Mail: leslie@inspectionservices.net

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: CA.
Limited Liability Company _____
Other: _____

94-3217969: Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Consultant to provide services listed below, for the following projects, where applicable:

El Camino H.S. Cafeteria (01-121228)
1320 Mission Road
South San Francisco, CA 94080

El Camino H.S. Kitchen (01-122032)
1320 Mission Road
South San Francisco, CA 94080

Westborough M.S. Field & Pavement Improvements (01-122100)
2570 Westborough Blvd.
South San Francisco, CA 94080

Special Inspector shall perform all services in accordance with the DSA-approved DSA Form 103, including any subsequent revisions approved by DSA. A copy of the current DSA 103 shall be provided to the Inspector upon contract execution and updated as necessary throughout the project.

- Structural testing, special material testing and inspectors shall be DSA certified and fully compliant with all necessary requirements and procedures inclusive of but not limited to DSA IR Bulletin 17 Series requirements.
    - IR 17-2 Nondestructive testing (NDT) of Structural Welds
    - IR 17-3 Structural Welding Inspection
    - IR 17-8 Sampling and Testing of High Strength Bolts, Nuts and Washers
    - IR 17-8.16 Sampling and Testing of High Strength Bolts, Nuts and Washers
    - IR 17-9 High Strength Structural Bolting Inspection
    - IR 17-10 Sampling, testing and tagging of Reinforcement Bars
    - IR 17-11 identification, Sampling and Testing of Threaded Steel Anchor Bolts and Anchors
    - IR 17-12 Specific Inspection reporting Requirements
    - IR 17-13 Batch Plant Inspection

- Special Inspection Services may include:
    - Review of concrete Mix Design Submittals
    - Review of structural steel welding procedure submittals
    - Compacted fill inspection and testing
    - Reinforcing steel inspection and testing
    - Brick and block inspection and testing
    - Glued laminated structural lumber inspection and testing.
    - Additional special inspection services and testing as necessary for project DSA approval

- Geotechnical testing services including:
    - Observation and compaction testing of subgrades to receive AC pavement and/or concrete pavement

- On-site compaction testing for AC pavement areas
- Performance of required laboratory tests on retained samples from on-site and/or imported materials for fill placement as required on the soils report.
- Upon completion of a project, preparation of DSA 291 and DSA 293 forms
- Additional Geotechnical testing services as necessary for project DSA approval

- Consultant shall provide the Services set forth herein, as well as any incidental services necessary for the full and adequate completion of Project Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, Title 24 and Instructions on Divis of the State Architect ("DSA"), Structural Tests and Inspections form SSS 103-1 (as provided for the project), and instructions included herein. Special inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the district. Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies to the District and District's Representatives for distribution to the Construction Contractor, and Architect.

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

III. BASIS OF CHARGES

A. Minimum Hourly Charges:

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. Rate for Field Inspectors:

	Basic Rate	$ 112.00/hr
	Basic Rate w/ Testing Equipment	$ 116.00/hr
	Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
	Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
	Work performed on "RUSH" schedule	1.5 x Basic Rate
	Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. Expenses:

1307	Travel Time, if required	$ 90.00/hr
1305	Auto Mileage, if required	$ 0.700/mi
1306	Per Diem (Or cost if greater than $125.00/day)	$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	$ 1235.00/day

WORKERS' COMPENSATION CERTIFICATION

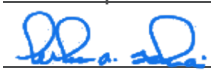
Labor Code Section 3700 provides, in relevant part:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: April 24th, 2025

Name of Consultant: ISI Inspection Services, Inc.

Signature: 

Print Name and Title: Leslie Sakai, President

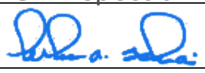
(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: April 24th, 2025

Name of Consultant: ISI Inspection Services, Inc.

Signature: 

Print Name and Title: Leslie Sakai, President

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☒ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

N/A

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: April 24th, 2025

Name of Consultant: ISI Inspection Services, Inc.

Signature: _____

Print Name: Leslie Sakai

Title: President

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director of Facilities and Safety

DATE: May 8, 2025

RE: Approval of Service Contract with Wickman Development & Construction Inc. for El Camino High School Building J Alterations

---

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 Special Ed Classroom occupying Classroom 62 will be relocated to Rm 63 where the space will be totally reconfigured to accommodate multiple classrooms with additional students, and the adjacent spaces will provide an opportunity to learn 'life-skills'. The Division of the State Architect (DSA) also required accessibility upgrades in replacing the exterior drinking fountain with two (hi-low) fountains, to comply with current codes. The project's main elements include the following:

a. Subdivide Existing Classroom J104/Rm 63 into two classrooms. Add a washer and dryer, hot water heater and sink to "Life Skills"- J103
b. Convert Office J104B provides Single-occupancy accessible all-gender student restroom, J103A.
c. Modification of existing HVAC to feed both new classrooms; Provide power, data, clock speaker, security and fire alarm to all areas of work.
d. Provide power and data in Rm 62 to function as the new relocated Media lab

The District conducted a public bid process for this project. Bids were opened on March 25, 2025. The three firms who submitted bids for this project include:

- Foundry Construction Inc., $671,500
- Wickman Development & Construction Inc., $585,000
- Zone 4 Construction $622,275

The lowest responsive, responsible bidder is Wickman Development & Construction Inc. at $585,000.

FISCAL IMPLICATIONS:

By this action: $585,000 will be paid from Fund 40 (Facilities Fund)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees award a contract for El Camino HS Building J alterations to the lowest responsive, responsible bidder, Wickman Development & Construction Inc. in the amount of $585,000.

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: May 8, 2025

RE: Approval of Amendment No. 1 to Site and Facilities Lease with Alten Construction for GMP Inclusion – El Camino High School Central Kitchen and Cafeteria Project

---

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 February 28, 2019, the District's Board of Trustees ("Board") adopted Administrative Regulation No. 3311.2, regarding required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406. AR 3311.2 was amended on February 18, 2021.

On February 13, 2025, the Board approved Resolution No. 25-03 supporting the award of the Lease-Leaseback (Site Lease and Facilities Lease) Agreements with Alten Construction, LLC for the El Camino HS Central Kitchen and Cafeteria Project.

District staff are seeking approval to amend the Site & Facilities Lease Agreements to incorporate the Guaranteed Maximum Price (GMP) for the Project, thereby authorizing the construction phase to move forward. The GMP includes the previously approved $410,000 allocated for early procurement and preliminary services allowances, reducing the additional amount required to reach the final GMP. As part of the GMP review process, the District has received all the subcontractor bids, contingency breakdown, general

conditions details, and Alten Construction's fees. The GMP includes all costs for labor, materials, equipment, overhead and profit, general conditions, District-controlled contingency, and applicable allowances. Upon completion of the Project, any unused portion of the contingency and/or allowances, including any cost savings realized by Alten Construction, shall be released back to the District.

FISCAL IMPLICATIONS:

The total additional cost to establish the GMP is $10,282,036.00. This will be paid for through the Measure T Bond Program (Fund 21).

Agreement	Date	Amount
Original Agreement – Prelim. Services	February 14, 2025	$10,000.00
Original Agreement – Early Procurement	February 14, 2025	$400,000.00
Amendment No. 1	May 9, 2025	$10,282,036.00
Total Amended Compensation		**$10,692,036.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 1 to the Site and Facilities Lease Agreements with Alten Construction to incorporate the Guaranteed Maximum Price (GMP) for the El Camino High School Central Kitchen and Cafeteria Project. This amendment reflects an additional cost of $10,282,036.00, bringing the total GMP to $10,692,036.00.

AMENDMENT NO. 1 TO #25-008 SITE AND FACILITIES LEASE
BY AND BETWEEN
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
ALTEN CONSTRUCTION, LLC.

This Amendment No. 1 to the #25-008 Site and Facilities Lease ("Amendment No. 1") is made and entered into this day of May 9, 2025 ("Effective Date") by and between the South San Francisco Unified School District ("District") and Alten Construction, LLC ("Contractor/Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Site and Facilities Lease Form of Agreement,#25-008, dated February 13, 2025, pertaining to the El Camino High School Central Kitchen & Cafeteria Project ("Project") at 1320 Mission Road, South San Francisco, CA 94080 ("Project Site"); and

WHEREAS, the Parties now desire to amend and supplement the Site and Facilities Lease to, among other things, establish a Guaranteed Maximum Price for the Project of ten million, six hundred and ninety-two thousand, and thirty-six Dollars ($10,692,036) and to adopt the Baseline Construction Schedule for the Project.

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section I. Amendment to Facilities Lease.

1. Section 11.1.2 of the Facilities Lease is amended and replaced with the following:

   11.1.2 Contract Time / Baseline Construction Schedule

   It is hereby understood and agreed that the Contract Time for this Project shall be completed by May 18, 2026 ("Contract Time"). The Baseline Construction Schedule has been Reviewed by the District.

2. **Exhibit B (Project Description)** to the Facilities Lease is amended and supplemented such that the existing Exhibit B is struck and replaced with the amended Exhibit B, which attached hereto as **Exhibit "FL-1"** and incorporated herein by this reference. All references to Exhibit B in the Facilities Lease shall mean and refer to Exhibit "FL-1" hereto.

3. **Exhibit C (Guaranteed Maximum Price and Other Project Costs)** to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Exhibit "FL-2"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Exhibit "FL-2" hereto.

4. **Exhibit D (General Construction Div 00)** to the Facilities Lease is amended and supplemented such that the existing Exhibit D is struck and replaced with the amended Exhibit D, which attached hereto as **Exhibit "FL-**

3" and incorporated herein by this reference. All references to Exhibit D in the Facilities Lease shall mean and refer to Exhibit "FL-3" hereto.

* *to be provided post Board approval of GMP*

00 45 19	Non-Collusion Declaration
00 45 19.01	Iran Contracting Act Certification
00 45 19.02	Off-Road Diesel-Fueled Fleet Certification
00 45 26	Workers' Compensation Certification
00 45 46.01	Prevailing Wage and Related Labor Requirements Certification
00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
00 45 46.03	Drug-Free Workplace Certification
00 45 46.04	Tobacco-Free Environment Certification
00 45 46.05	Hazardous Materials Certification
00 45 46.06	Lead-Based Materials Certification
00 45 46.07	Imported Materials Certification
00 45 46.08	Criminal Background Investigation/Fingerprinting Certification
00 45 46.09	Drug and Alcohol-Free Schools Certification
00 45 46.10	Roofing Project Certification
00 45 46.11	Federal Debarment Certification
00 45 46.12	Federal Byrd Anti-Lobbying Certification
**00 45 49*	*Registered Subcontractors List*
**00 52 13*	*Agreement Form*
00 57 00	Escrow Agreement for Security Deposit in Lieu of Retention
**00 61 13.13*	*Performance Bond*
**00 61 13.16*	*Payment Bond (Contractor's Labor and Material Bond)*

5. **Exhibit F (Baseline Construction Schedule)** to the Facilities Lease is supplemented with **EXHIBIT "FL-4"** attached hereto and incorporated herein by reference. All references to Exhibit F in the Facilities Lease shall mean and refer to Exhibit "FL-4" hereto.

6. **Exhibit G (Schedule of Values)** to the Facilities Lease is supplemented with **EXHIBIT "FL-5"** attached hereto and incorporated herein by reference. All references to Exhibit G in the Facilities Lease shall mean and refer to Exhibit "FL-5" hereto.

7. **Exhibit J (Project References List)** to the Facilities Lease is supplemented with **EXHIBIT "FL-6"** attached hereto and incorporated herein by reference. All references to Exhibit J in the Facilities Lease shall mean and refer to Exhibit "FL-6" hereto.

8. **Exhibit K (Revisions to Contract Documents)** to the Facilities Lease is supplemented with **EXHIBIT "FL-7"** attached hereto and incorporated herein by reference. All references to Exhibit K in the Facilities Lease shall mean and refer to Exhibit "FL-7" hereto.

TERMS

Section II. Amendment to Site Lease.

1. **Exhibit B (Project Description)** to the Site Lease is amended and supplemented such that the existing Exhibit B is struck and replaced with the amended Exhibit B, which attached hereto as Exhibit "SL-1" and incorporated herein by this reference. All references to Exhibit B in the Facilities Lease shall mean and refer to **Exhibit "SL-1"** hereto. This list indicates supplemented Site Lease documents since Addendum #2 to GMP board approval.

Section III. All Other Provisions Reaffirmed.

All other provisions of the **Site and Facilities Leases** shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the **Site and Facilities Lease** or any prior amendment thereto, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025	Dated: April 28, 2025
South San Francisco Unified School District	Alten Construction, LLC
Signed By: _____	Signed By: _____
Print Name: Ted O	Print Name: Shannon M Alten
Print Title: Assistant Superintendent, Business Services	Print Title: VP

El Camino High School
Central Kitchen & Cafeteria

GMP SUMMARY

South San Francisco
Unified School District

Prepared by:
Alten Construction, LLC
Job #202502

ATTACHMENT 2
GUARANTEED MAXIMUM PRICE FORM

Respondent hereby submits the following Cost Proposal Summary Form for the Project.
All percentages shall remain fixed through the duration of the Project.

Respondent's Name:		
Project Name:	EL CAMINO HIGH SCHOOL CENTRAL KITCHEN AND CAFETERIA	
Description	Amount	Comments
1. Construction Cost Total (Direct Costs of Work)	$8,510,841	Scope as indicated as the "Cost to Perform Work" in Exhibit C to the Facilities Lease to perform the "Scope of Work for Construction Services" indicated in this RFQ/P.
1a. Subcontractor Performed Costs 1b. Contractor Self-Performed Costs	$7,610,082 $900,759.00	Provide a breakdown of Item 1 above, Construction Cost Total
2. General Conditions & General Requirements	$781,774.00	The Respondent's charge for General Conditions and General Requirements shall be expressed as a fixed amount.
3. Preliminary Services	$10,000.00	The fee for Preliminary services**
4. Subtotal (Sum of Items 1+2+3)	$9,302,615	Sum of Items 1+2+3
5. Mark-Up on Subcontractor Work (based on Item 1a above)	0.0% $0.00	Apply to Item 1a. The Respondent's charge for mark-up on subcontractor performed work shall be expressed as **both** a fixed percentage of direct costs of the work performed by its subcontractors **and** as a fixed dollar amount for the direct costs of the work performed by its subcontractors. Respondent indicated its proposed mark-ups on subcontractor work in its response to the RFQ/P. Respondent now must confirm the mark-up on subcontractor work values.
6. Mark-Up on Self- Performed Work (based on Item 1b above)	0.0% $0.00	Apply to Item 1b. The Respondent's charge for mark-up on self-performed work shall be expressed as **both** a fixed percentage of direct costs on self-performed work **and** as a fixed dollar amount on self-performed work for the Respondent with its own forces. Respondent indicated its proposed mark-ups on self-performed work in its response to the RFQ/P. Respondent now must confirm the mark-up on self-performed values.
7. Fee / Overhead & Profit (Apply to 4,5,& 6)	3.0% $278,778.00	Apply to Items 4, 5 & 6. The Respondent's charge for fee/overhead & profit shall be expressed as **both** a fixed percentage of direct costs **and** a fixed dollar amount of direct costs. Respondent indicated its proposed fee/overhead & profit in its response to RFQ/P. Respondent now must confirm the value.
8. Bonds and Insurance Costs (Apply to 4,5,6, 7)	2.81%	The Respondent's charge for Bonds and Insurance shall be expressed as **both** a fixed percentage of direct costs **and** a fixed dollar amount of direct costs. Respondent indicated its proposed

	$ 269,558.00	bonds and insurance costs in its response to the RFQ/P. Respondent now must confirm the value.
9. District Controlled Contingency	$841,084.00	Contingency only if agreed to and indicated as a set amount, not a percentage
10. Total GMP	$10,692,036.00	The total dollar sum of Items 4+5+6+7+8 +9*
Financing Charge	3.5%	The Respondent's charge for interest on the Lease Payments the District must pay. ***
District Controlled Allowance	$400,000	Allowance is a set amount, not a percentage, as an owner for early material procurement of equipment, material, or supplies, during Preliminary Services. This early procurement allowance has been included in the total GMP.
Other Costs (if any)	$0.00	Identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs.

* RFQ/P Rates. All percentages, hourly rates, or charges shall be **at or below** the Respondent's amounts in its response to the RFQ/P.
** Preliminary (Preconstruction) Services & Construction Services. The Scope of Services for Preliminary Services & Construction Services are generally outlined in **Attachment 1** for the Project. The amount the District is requesting here is a **not-to-exceed** amount for which the Respondent will bill hourly based on District-approved tasks performed consistent with the staffing rates in Respondent's response to the RFQ/P.
*** Financing. Respondent will finance a portion of the Guaranteed Maximum Price for a period of time. Although the exact amount may be adjusted at the District's discretion, it is anticipated that the financing for this Project will at or below 5% of the total Guaranteed Maximum Price. During the Project, the District will make Tenant Improvement Payments for work performed, and after Completion of the District will make monthly Lease Payments of **one-twelfth** (**1/12**) of the total financed amount for the Project, plus an agreed-upon interest charge for the Project. **Please provide the District with your proposed interest charge.**

	El Camino HS						Kitchen	Cafeteria
	KITCHEN AND CAFETERIA MODERNIZATION					Direct Cost	4,989,844	3,520,997
						Gen Cond	390,887	390,887
						FEE-3.0%	161,422	117,357
						Bonds & Ins - 2.23%	123,590	89,852
						Builder's Risk Ins	3,415	3,415
						EQ/Flood Ins	24,643	24,643
						Contingency-10%	498,984	342,100
						TOTAL	6,192,785	4,489,251
						Preliminary Serv.	5,000	5,000
						TOTAL GMP	10,692,036	
			PREVIOUSLY APPROVED EARLY PROCUREMENT				-410,000	
			REQUESTED AMENDMENT TO THE CONTRACT				10,282,036	

CSI	Description	Firm	City	License#	DIR#	Sub$$$	Kitch $$$	Cafe $$$
	General Conditions	Alten	Richmond	705713	1138864	781,774	**390,887**	**390,887**
	Site Specific Requirements							
	Site Protection	Alten	Richmond	**705713**	1138864	**11,877**	**5,939**	**5,939**
	Salvage Items	Alten	Richmond	**705713**	1138864	**1,825**	**1,825**	**0**
	Barricades & Site Safety	Alten	Richmond	**705713**	1138864	**54,463**	**27,231**	**27,231**
	SWPPP/Maintenance	Alten	Richmond	**705713**	1138864	**10,961**	**5,481**	**5,480**
	Landscape Repair/Maint	Alten	Richmond	**705713**	1138864	**20,000**	**10,000**	**10,000**
	Pot Holing	Alten	Richmond	**705713**	1138864	**5,000**	**2,500**	**2,500**
	Material Handling/Distribution	Alten	Richmond	**705713**	1138864	**66,608**	**33,304**	**33,304**
	Project Specific Requirements							
	Scanning (E) Slab for UG Utils	Alten	Richmond	**705713**	1138864	**3,500**	**3,500**	**0**
	Equipment Maintenace/Fueling	Alten	Richmond	**705713**	1138864	**27,606**	**13,803**	**13,803**
	Final Building Cleaning	Alten	Richmond	**705713**	1138864	**15,401**	**8,317**	**7,084**
	Clean/Maint IOR/District Office	Alten	Richmond	**705713**	1138864	**10,400**	**5,200**	**5,200**
	General Purpose Labor	Alten	Richmond	**705713**	1138864	**77,768**	**38,884**	**38,884**
	General Purpose Carpenter	Alten	Richmond	**705713**	1138864	**22,042**	**11,021**	**11,021**
***	**Surveying**	Fullen	Brentwood			17,500	**7,000**	**10,500**
***	**Abatement**	PALS	Stockton	**700658**	**868914**	202,500		
		Bayview	Oakland	**684341**		480,642	**333,949**	**146,693**
		AMG	Oakland	**586844**		495,000		
	ALTERNATE #1 QUARRY TILE DEMO	Bayview	Oakland	**684341**	**868914**	35,730	**35,730**	**-**
02 4119	**Selective Demolition**	Bayview	Oakland	**684341**		Above	**Above**	**Above**
		AMG	Oakland	**586844**		Above		
***	**Hard Demo**	CWS	San Leandro	**253173**	**15671**	159,230		
		Bayview	Oakland	**684341**		Above	**Above**	**Above**
31 1000	**Site Demolition**	WR Forde	Richmond	**1025853**	**48412**	92,233		
		Bayview	Oakland	**684341**		66,218	**66,218**	**-**
32 1000	**Earthwork & Paving**	WR Forde	Richmond	**1025853**	**48412**	140,428	**86,322**	**54,106**
	HAZARDOUS SOIL ALLOWANCE					185,000	**113,721**	**71,279**
32 9400	**Landscaping**	Eggli Landscape	Menlo Park	**592807**	**6122**	95,000	**95,000**	**-**
		Green Growth	Pleasanton	**662718**	**4803**	113,875		
		Scapes	Half Moon Bay	**776147**	**5054**	86,742		
03 2000	**Site Rebar**	Camblin Steel Service	Roseville	**218839**	**3852**	8,100		
		Associated Rebar	Salinas	**574321**	**7289**	23,228		
		Trademark	West Sac	**511344**	**4353**	Below		
		De Haro Ramirez	San Francisco	**776852**	**7632**	Below	**Below**	**Below**
		Fusion	Loomis			Below		
32 1313	**Site Concrete**	Trademark	West Sac	**511344**	**4353**	221,000		
		De Haro Ramirez	San Francisco	**776852**	**7632**	160,634	**47,233**	**113,401**
		BCI	Berkeley	**290755**		155,848		
	SPOILS REMOVAL	Alten	Richmond	**705713**	**1138864**	12,000	**4,000**	**8,000**
	SITE JOINT SEALANTS	Alten	Richmond	**705713**	**1138864**	9,000	**3,000**	**6,000**

03 2000	Building Rebar	Camblin Steel Service	Roseville	218839	3852	21,000	19,000	2,000
		Associated Rebar	Salinas	574321	7289	25,291		
		De Haro Ramirez	San Francisco	776852	7632	Below		
		BCI	Berkeley	290755		Below		
		Fusion	Loomis			79,800		
03 3000	Concrete	Alten	Richmond	705713	1138864	295,235	266,153	29,083
		De Haro Ramirez	San Francisco	776852	7632	324,506		
		BCI	Berkeley	290755		343,258		
05 1200	Structural Steel	Toms Metal	SF	728525	457282	162,000		
05 5001	Metal Fab	James Hewatt	Brentwood	413072	24965	140,000		
05 5213	Pipe and Tube Railings	Kwan Wo		643621	941	159,900	61,516	98,384
06 1000	Rough Carpentry	Alten	Richmond	705713	1138864	171,914	159,493	12,421
06 4100	Casework	BK Mill & Fixtures	Newark	428941	3062	27,135	11,230	15,905
12 3661.19	Solid Surface Countertops	Escon Builders	San Leandro	846755	2781	24,730		
06 6400	Plastic Paneling	Nor Cal Specialties	Morgan Hill	843178	1013923	21,504		
		Pro West Wall Products	West Sacrametno	1014800	41721	31,550		
		Universal Plastics	Roseville	390876	1171	88,000	20,800	68,000
07 2100	Insulation	Alcal	Fremont	815286		45,402	37,982	7,420
07 4213.13	Formed Metal Wall Panels	Amex	Hayward	1105939	1086590	45,477	45,477	-
07 2500	Weather Barriers	Paragon	Morgan Hill	490427		120,852		
07 5216	SBS Roofing	Waterproofing Assoc.	Santa Clara	649862	647	149,964		
07 5521	SBS Roof Patching	Alcal	Fremont	815286	315	110,740	93,745	16,995
07 6200	Sheet Metal & Flashing	Amex	Hayward	1105939	1086590	72,123	58,063	14,060
07 7100	Roof Specialties	Paragon	Morgan Hill	490427		Above		
		Apex Mechanical	Morgan Hill	857838	413293	89,167		
07 8100	Applied Fire Protection	Harrison Drywall	San Francisco	620446	4951	82,568	41,849	40,719
		Coast Building Products	Santa Clara	465440	5800	268,000		
07 8413	Firestopping	Alten	Richmond	705713	1138864	21,262	8,922	12,340
07 9200	Joint Sealants	Alten	Richmond	705713	1138864	14,237	7,487	6,750
07 9500	Expansion Control	Sonoma Fabricators	Roseville	636220	73000	33,600		
		Alcal	Fremont	815286	315	30,651	30,651	-
		Amex	Hayward	1105939	1086590	34,373		
08 1100	Hollow Metal Doors & Frames	BK Mill	Newark	428941	3062	153,319	113,380	39,939
08 1743	FRP Doors	RT Western				170,619		
08 7100	Door Hardware	Boyett	Hayward			228,300		
08 3113	Access Doors	Alten	Richmond	705713	1138864	4,500	1,500	3,000
08 8000	Glazing	PGC	Hollister	794063	4564	429,505		
08 4113	Aluminum Framed Entrances & SF	US Glass Inc	Sacramento	847943	19856	401,225	-	401,225
08 6200	Unit Skylights	AAC Glass	Hayward	1034201	63338	409,400		
08 9119	Louvers and Vents	Amex	Hayward	1105939	1086590	7,293	-	7,293
09 2400	Cement Plastering	S&H Plastering	Fremont	878936	16518	146,600		
07 2500	Weather Barriers	Frey	Novato	324866	23212	Below	Below	Below
	SCAFFOLDING	Alten	Richmond	705713	1138864	12,500	-	12,500
09 2900	Gypsum Board/Metal Framing	Concord Drywall	Concord	729000	1053	313,707		
		Frey	Novato	324866	23212	416,058	131,345	284,713
	EPOXY ANCHORS FOR HOLD DOWNS	Alten	Richmond	705713	1138864	3,045	3,045	-

09 3100	Ceramic Tiling	California Tile	San Jose	439220	4328	130,374		
		KZ Tile	So SF	767277	1756	181,851		
		De Anza Tile	Fremont	402306		110,700	36,873	73,827
	ALT#1 DELETE QUARRY TILE	De Anza Tile	Fremont	402306		-36,873	-36,873	-
	TRADE DAMAGE FOR TILE	De Anza Tile					2,000	4,000
09 5113	Acoustical Panel Ceilings	West Coast Acoustical	Cotati	101542	663255	100,750	-	100,750
		High Point Acoustics	Santa Rosa	1036311		115,900		
		DIV 9 Specialties	Rohnert Park	1003305	25918	135,000		
		DW Acoustics	Santa Rosa	879037	905	121,400		
		Cal West Acoustics	Petaluma	960381	5061	103,615		
09 6519	Resilient Tile Flooring	Kim's Flooring	So. San Francisco	739226	6544	74,000	9,500	64,500
09 6513	Resilient Base and Accessories	Baker's	San Mateo	977260	16846	41,093		
09 6543	Linoleum Floor Covering	Prospectra	Union City	740392		97,495		
		ACF	Benicia	988380	4884	99,141		
	CRACK SEAL FLOOR PREP ALLOWANCE					25,047	5,436	19,611
	FLOOR PROTECTION					10,437	1,357	9,080
	TRADE DAMAGE FOR FLOORING	Kims Flooring	So San Francisco	739226	6544	6,000	780	5,220
***	Sealed Concrete	Baker's	San Mateo	977260	16846	6,240	6,240	-
***	Vapor Emission Control	Kim's Flooring	So. San Francisco	739226	6544	58,000	6,960	51,040
09 6623	Epoxy Resinous Flooring	Elite Waterproofing	Antioch	1067870	943220	22,500		
		CFC Coatings	Lodi			48,000		
		Delta Bay Waterproofing	Antioch	683948	2561	39,682		
		Tera Lite	San Jose	363562	904	34,700	-	34,700
		Prospectra	Union City	740392		29,475		
	ALT#1 EPOXY IN LIEU OF TILE	Tera Lite	San Jose	683948	904	68,700	68,700	-
09 9000	Painting	George Masker	Oakland	219160	521	162,121		
09 9600	High Performance Coatings	KBI	San Leandro	944475	5867	121,415	39,585	68,230
		Bonito	San Jose	1069461	1142808	82,617		
	TRADE DAMAGE REPAIRS					13,600	4,352	9,248
10 0110	Visual Display Surfaces	High Point Acoustics	Santa Rosa	1036311	2000000532	9,900		
		West Coast Acoustical	Cotati	101542	663255	11,200	-	11,200
10 1400	Signage	Sarkis	So SF	829911	5815	10,369	2,662	7,707
10 2113	Toilet Compartments	Murphy Specialties	Vacaville	956735	4027	34,830		
10 2800	Toilet Accessories	Nor Cal Specialties	Morgan Hill	843178	1013923	31,498	2,730	28,768
		American Sheet Metal	McClellan	277769	8490	50,566		
10 4413	Fire Extinguishers & Cabs	Alten	Richmond	705713	1138864	3,000	1,500	1,500
11 4000	Food Service Equipment	East Bay Restaurant	Sacramento	278101	3464	1,726,623		
		Myers	Oakland	973558		1,540,951	1,217,358	293,302
		Kamran	Santa Barbara	1096846	979330	1,691,654		
	SLAB INSULATION - WALKINS	Alten	Richmond	705713		10,458	10,458	-
12 2413	Roller Window Shades	California Blind Company	Los Gatos	924075	684576	49,522		
		R&D Interiors	Clovis	923499	3052	49,750		
		Sunshield Solutions	Hayward	998338	17434	29,700		
		Drapery Concepts	Cotati	615270	4561	47,975		
		Pennisullators	San Jose	757800	7539	41,596	-	41,596
		CDI	Thousand Palms			30,200		
	LOW VOLTAGE WIRING TO SHADES	Pennisulators	San Jose	757800	7539	8,310	-	8,310
22 0000	Plumbing	Michael Venosta Plumbing	Gilroy	969247	366	689,125		
		Cal Pac	Brisbane	924244	4768	481,800	278,000	203,800
		AGC	Campbell	780352	9148	577,000		
		Axis	San Jose	974024	21498	512,594		
23 0000	HVAC	Cal Pac	Brisbane	924244	4768	563,000	345,000	218,000
		AGC	Campbell	780352	9148	777,000		
		Axis	San Jose	974024	21498	600,000		

26 0000	**Electrical**	Intermountain	San Carlos	**820909**	**3083**	1,692,595		
27 0000	**Communications**	Mike Brown	Cotati	**306767**	**469**	1,616,300		
28 3100	**Fire Alarm Detection System**	Bowen Electric	San Leandro	**384915**		1,534,848	**911,412**	**623,436**
	SPOILS	Alten	Richmond	**705713**		5,000	**5,000**	**-**
27 4116	**AV Systems**	Coda	Petaluma	**935420**	**442987**	153,140		
		PCD	Santa Rosa	**52657**	**341**	167,838		
		Bowen Electric	San Leandro	**384915**		Above	**-**	**Above**
		Mike Brown Electric	Cotati	**306767**	**469**	Above		
	TOTAL BASE BID (Includes General Conditions)						**5,380,731**	**3,911,884**

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: May 8, 2025

RE: Approval of Resolution No. 25-43 Authorizing a Technology Contract Under Public Contract Code Section 20118.2 to Support Implementation of Measure T Bond Program's Project Management Software

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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:

Due to the highly specialized and unique nature of the technology, telecommunications, related equipment, software and services, and in order to allow for the introduction of new technological changes into the operations of school districts, Public Contract Code section 20118.2 allows school district to use competitive negotiation process rather than a competitive bid process, so as to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of technology, telecommunications, related equipment, software, and services contracts.

District staff seek Board approval of Resolution No. 25-43, authorizing technology contract under Public Contract Code section 20118.2. to support the implementation of the Measure T Bond program's project management software. Upon approval, the Bond Management Team will initiate a formal Request for Qualifications and Proposals for the Project, which will be publicly advertised at least twice in a newspaper of general circulation at least 10 days before the date for receipt of the proposals.

FISCAL IMPLICATIONS:

To be determined upon receipt and evaluation of RFQ/P responses. The Measure T Bond Program (Fund 21) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve, pass, and adopt Resolution No. 25-43, authorizing a technology contract under Public Contract Code section 20118.2 to support the implementation of the Measure T Bond program's project management software.

RESOLUTION NO. 25-43

RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT AUTHORIZING TECHNOLOGY CONTRACT UNDER PUBLIC CONTRACT CODE SECTION 20118.2

WHEREAS, due to the highly specialized and unique nature of the technology, telecommunications, related equipment, software, and services, and in order to allow for the introduction of new technological changes into the operations of school districts, Public Contract Code section 20118.2 allows a school district to use a competitive negotiation process rather than a competitive bid process, so as to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of technology, telecommunications, related equipment, software, and services contracts; and

WHEREAS, the South San Francisco Unified School District ("District") desires to purchase, acquire, and implement Project Management Software ("Project"); and

WHEREAS, the Project is not a contract for construction services and the procurement is not for a product that is available in substantial quantities to the general public; and

WHEREAS, the Board of Trustees of the District deems it to be beneficial to the District and for the efficient and effective administration thereof to proceed with procurement of the Project through competitive negotiation meeting the requirements of Public Contract Code section 20118.2.

NOW, **THEREFORE**, the Board of Trustees of the District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true and correct.

Section 2. That based upon all available information, the Board of Trustees hereby finds that the Project meets the requirements of Public Contract Code section 20118.2(b) as it is a procurement of computers, software, telecommunications equipment, microwave equipment, or other electronic equipment and apparatus, and the Project is not a contract for construction services.

Section 3. That it is in the best interest of the District to proceed with procurement of the Project through the competitive negotiation process set forth in Public Contract Code section 20118.2, subsection (d), and hereby authorizes the District to procure the Project by preparing a request for qualifications and proposals (RFQ/P) and identifying all significant evaluation factors, including, price, and their relative important,

submitting the RFQ/P to an adequate number of qualified sources, and publishing the RFQ/P at least twice in a newspaper of general circulation at least 10 days before the date for receipt of the proposals.

Section 4. That the Project shall be awarded to the qualified respondent whose proposal meets the District's technical evaluation factors and will be most advantageous to the District considering price and all other significant factors.

Section 5. That the District's Superintendent or her designee is authorized to take all steps and any other action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution and to protect the interests of the District.

ADOPTED AND APPROVED by the Board of Trustees of the District this 8th day of May, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Amanda Anthony
President, Board of Trustees of the South San Francisco Unified School District

Attest:

By: _____
Mina Richardson
Clerk, Board of Trustees of the South San Francisco Unified School District