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, June 12, 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 June 12)

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

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

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

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. Conference with Labor Negotiators (Government Code § 54957.6)
   a. Agency Designated Representative: Assistant Superintendent of Human Resources and Student Services
   b. Employee Organization: California School Employee Association Ch. 197

2. Superintendent evaluation.

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. Promotions and graduations

b. Other

L. PUBLIC COMMENTS

For Items Not On the Agenda:
Public comment for items not on the agenda should not exceed 30 minutes. Public comments are limited to a maximum of three minutes per individual (per Board Bylaw 9323). In order to accommodate more speakers, the Board

President may, at their discretion, limit the individual time per speaker to one or two minutes each if there are more than ten expected speakers.

To comment prior to the meeting:
Public comments may be submitted in advance of the meeting through the following link: https://bit.ly/BoardMeeting06122025 beginning at 3:00 p.m. on Monday, June 9, until 3:00 p.m. on Thursday, June 12. 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.

M. INFORMATION ONLY PRESENTATIONS

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

1. ADMINISTRATION

a. SSFUSD Priorities

Superintendent Shawnterra Moore will present the District Priorities for the 2025–26 school year.

2. EDUCATIONAL SERVICES

a. 2025-26 LCAP (*Update only)*

A brief update will be provided on the District's 2025–26 Local Control and Accountability Plan (LCAP).

3. BUSINESS SERVICES

a. 2025-26 Preliminary Budget

Assistant Superintendent Ted O will present information on the District's 2025-26 preliminary budget.

N. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

1. EDUCATIONAL SERVICES

a. Math Pilot

Director Dr. Marcos Garcia will present an overview of SSFUSD's math vision, share student learning outcomes, and review the math curriculum adoption process and recommendation for grades Kindergarten through 5.

ACTION

PAGE

2. EDUCATIONAL SERVICES

a. Approval of the Imagine Learning Curricula 1 – 9

Staff recommends approval of the adoption of Imagine Learning's Illustrative Mathematics curriculum for Grades K–5, with implementation for Grades 3–5 beginning in the 2025–26 school year and for Grades K–2 beginning in the 2026–27 school year.

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

		PAGE
1. ADMINISTRATION		
a.	Minutes of the May 22, 2025 Regular Board meeting.	10 – 55
2. EDUCATIONAL SERVICES		
a.	Permission for one ECHS Science teacher to attend the HHMI SEA-PHAGES workshops on July 12 – 18, 2025 and December 12 – 16, 2025 in Baltimore, MD.	56 – 57
b.	Agreement between the District and the SMCOE for 5th graders to participate in the 2025-26 Outdoor Education program in La Honda, CA.	58 – 64
c.	Permission for staff to attend the 2025 CodeStack Conference on October 1 – 3, 2025 in Stockton, CA.	65 – 66
d.	Agreement with Leader for Medi-Cal billing services for the 2025-26 school year.	67 – 73
3. HUMAN RESOURCES		
a.	Certificated Personnel Assignment Order.	74
b.	Classified Personnel Assignment Order.	75
4. BUSINESS SERVICES		
a.	Gifts to the District, May 2025.	76 – 77
b.	Professional service agreements under $25,000.	78 – 81
c.	District facility uses fees increase for 2025-26.	82 – 83
d.	District lease rate increases for 2025-26.	84 – 85

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PUBLIC HEARINGS

a. 2025-26 Draft Local Control Accountability Plan (LCAP) 86 – 87

A Public Hearing will provide an opportunity for members of the public to comment on the draft 2025-26 LCAP.

b. 2025-26 Preliminary Budget 88 – 89

A Public Hearing will provide an opportunity for members of the public to comment on the preliminary 2025-26 District budget.

c. SSFUSD and CSEA Initial Proposals 90 – 93

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

ACTION

1. ADMINISTRATION

a. Approval of Updated SSFUSD Governance Handbook 94 – 122

Staff recommends the approval of the SSFUSD Governance Handbook, which was updated at the May 10, 2025 Board workshop.

b. Approval of Board of Trustees Compensation 123 – 124

The Board will discuss a possible 2025-26 compensation increase and the continuation of a monthly mileage stipend.

c. Selection of Participants on Facilities Subcommittee 125

The Board members will determine the appointments to the Facilities Subcommittee.

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2. EDUCATIONAL SERVICES

b. Approval of Agreement with Newsela 126 – 130

Staff recommends the approval of an agreement with Newsela, an instructional online tool/platform featuring articles on current events to support relevant curriculum in the 2025-26 school year.

c. Approval of Agreement with Health Connected 131 – 138

Staff recommends the approval of an agreement with Health Connected to provide comprehensive sexual health education to SSFUSD middle school students, including adapted instruction for students with disabilities for the 2025-26 school year.

d. Approval of Agreement with Legarza Sports 139 – 143

Staff recommends the approval of agreement with Legarza Sports to provide Physical Education instruction at all SSFUSD elementary school sites for the 2025-26 school year.

e. Disposal of Obsolete Instructional Materials 144 – 145

Staff recommends the approval of the disposal of obsolete instructional materials in Science, Mathematics, and World Language, in accordance with Education Code guidelines.

f. Approval of Continued Partnerships with NPS for Special Education Support 146 – 149

Staff recommends the approval of continued partnerships with identified non-public and county schools to fulfill IEP service agreements, and authorization for the Assistant Superintendent of Business Services and Director of Special Education to execute related MOUs and ISAs for the 2025-26 school year.

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g. Approval of Agreement with NPAs for Special Education Staffing and Paraeducator Support 150 – 167

Staff recommends approval of agreements with non-public agencies (NPAs) to provide paraeducator support necessary for the implementation of Individualized Education Program (IEP) services and the continued operation of special education programs during the 2025–26 school year.

h. Approval of Agreement NPAs for Special Education Staffing and Related Provider Support 168 – 185

Staff recommends the approval of agreements with non-public agencies (NPAs) to provide personnel necessary for the implementation of Individualized Education Program (IEP) services and the continued operation of special education programs during the 2025–26 school year.

i. Approval to Renew Agreements with NPAs for Special Education Mental Health Services 186 – 203

Staff recommends the approval of the renewal of agreements with non-public agencies (NPAs) to provide mental health services as required by students' Individualized Education Programs for the 2025–26 school year.

j. Approval of Agreements for Special Education Interpretation and Translation Services 204 – 248

Staff recommends the approval of agreements with agencies to provide interpretation and translation services for IEP meetings, including American Sign Language interpretation, for the 2025–26 school year.

k. Approval to Renew Agreements for Special Education Curriculum and Professional Development 249 – 253

Staff recommends approval of the renewal of agreements for curriculum and instructional/professional development training to support Special Education programs for the 2025–26 school year.

PAGE

l. Approval to Renew Agreement with Air Tutors 254 – 259

Staff recommends the approval of the renewal of agreement with Air Tutors to support student academic success for the 2025–26 school year.

m. Approval to Renew Agreements with LVNs and RNs 260 – 276

Staff recommends the approval of the renewal of agreements with Licensed Vocational Nurses (LVNs) and Registered Nurses (RNs) to support student health services for the 2025–26 school year.

n. Approval of Agreement with Daybreak Medical PC 277 – 286

Staff recommends the approval of agreement with Daybreak Medical to support students for the 2025–26 school year.

o. Approval of Agreement with inquiryHub 287 – 289

Staff recommends the approval of an agreement with inquiryHub for a series of professional learning workshops focused on OpenSciEd, to be held for staff from July 29 through August 5, 2025.

p. Approval of ELOP Agreements and MOUs 290 – 358

Staff recommends the approval of the Expanded Learning Opportunity Program (ELOP) MOUs and agreements for the 2025–26 school year.

3. BUSINESS SERVICES

a. Resolution No. 25-46 for Budgetary Increases and Transfers 359 – 360

Staff recommends the adoption of Resolution #25-46: For Budgetary Increases and Transfers at year end of the fiscal year 2024-25.

PAGE

b. Resolution No. 25-47 to Reappoint Citizens Bond Oversight Committee (CBOC) Members 361 – 365

Staff recommends the adoption of Resolution #25-47: To reappoint members John R. Penna, John Sana, Avin Sharma, and Soy Wong to the Independent Citizens' Bond Oversight Committee for another term.

c. Resolution No. 25-48 for Establishing Fund 11 and Fund 14 Balances 366 – 368

Staff recommends the adoption of Resolution #25-48: For establishing Funds 11 and 14 balances.

d. Approval of Amendment #2 with Kitchell CEM, Inc. 369 – 372

Staff recommends approval of Amendment No. 2 to the Agreement for Program Management Services and Limited Construction Management Services with Kitchell CEM, Inc. for the 2025–26 fiscal year in the amount of $2,620,909.00 for the Measure T Bond Program.

e. Approval of Amendment #1 with Harley Ellis Deveraux 373 – 379

Staff recommends approval of Amendment No. 1 to the architectural services agreement with Harley Ellis Deveraux Corporation for additional services for the Los Cerritos ES and Interim Housing Study Test Fit under the Measure T Bond Program, in the amount of $61,717.60.

f. Approval of California Environmental Quality Act (CEQA) Consulting Services Pool 380 – 381

Staff recommends approval of the selected firms for the creation of a CEQA Consulting Pool on behalf of the Measure T Bond Program and the Facilities Department.

g. Approval of Agreement with Joseph Cumiskey Construction Corporation 382 – 383

Staff recommends approval of agreement with Joseph Cumiskey Construction Corporation for construction work on the Instructional Media Center (IMC) Offices project in the amount of $46,130.

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

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

June 26, 2025

- Presentation on Counseling and Safe School Advocates Services and approval for 2025-26
- Presentation on SLO MOU with student data
- Approval of SMCOE Outdoor Education dates for 2025-26
- Adoption of 2025-26 LCAP
- Adoption of 2025-26 Preliminary Budget
- Resolution on Education Protection Account Funds

July 10, 2025

- Presentation on Information Technology Department
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Approval for Superintendent to participate in 2025-26 conferences and seminars
- Approval of Children's Center Program annual self-evaluation reports for 2025-26
- Williams report for 4th quarter ending 6/30/25

August 14, 2025

- Introduction of Student Trustees/ASB High School Presidents
- Presentation on Summer School
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2025-26
- Approval of San Mateo Co. 2025-26 CSPP preschool contract
- Approval of Consolidated Application and Reporting System Spring 2024 data collection
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution for Attendance Awareness Month (September)

September 11, 2025

- Teaching and learning presentation – Martin ES
- Presentation and approval of year end unaudited actuals
- Discussion of October 23 Community Forum topic(s)
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Approval of Renaissance Learning agreement renewal for 2025-26
- Resolution on GANN limit

September 25, 2025

- Teaching and learning presentation – Parkway Heights MS
- Approval of San Mateo Co. 2025-26 CSPP preschool contract
- Update on enrollment for the 2025-26 school year
- Update on Safe School Plans
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2025-26
- Approval of SMCOE Induction Program (BTSA) agreement for services in 2025-26
- Resolution for California Week of the School Administrator (October)

October 9, 2025

- Teaching and learning presentation – Los Cerritos ES
- Teaching and learning presentation – Children's Center
- Presentation on Genentech and Science
- Presentation on Fiscal Services
- Williams report for 1st quarter ending 9/30/25
- Update on OpTerra Energy solar savings
- Resolution honoring Native American and Alaska Native Heritage Month (November)
- Approval of Local Indicators
- Approval of ESSER III Expenditure Plan for 2025-26

October 23, 2025 - *Community Forum*

- Topic(s) TBD

November 13, 2025

- Teaching and learning presentation – Ponderosa ES
- Presentation on Assessment/Accountability (CAASPP, CAST)
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2025-26
- Update on Safe School Plans
- Public Hearing on Educator Effectiveness Block Grant

December 11, 2025

- Teaching and learning presentation – Sunshine Gardens ES
- Presentation on Performance Management - CTE
- Approval of San Mateo Co. QRIS block grant for 2025-26
- Presentation and approval of First interim budget report "positive certification"
- Resolution for School Board Recognition Month
- CSBA Delegate Assembly nomination(s)
- Approval of the Effectiveness Educator Block Grant
- Approval of 2026 Summer School Program

<u>December 16, 2025</u> - *Reorganization meeting*

- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Selection of Trustees to District sub-committees/committees

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

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 12, 2025

RE: Approval of Recommendation for Adoption of Imagine Learning's Illustrative Mathematics Curriculum for Grades K–5

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 July 12, 2023, the State of California approved a new Mathematics Framework emphasizing equity, rigor, and coherence across all grade levels. In response, South San Francisco Unified School District launched a phased process to identify and adopt a high-quality, standards-aligned math curriculum that reflects the instructional shifts outlined in the new framework and aligns with the district's identified curriculum priorities.

During the 2023–24 school year, SSFUSD conducted a pilot of Illustrative Mathematics (IM) in Grades 3–5. Teachers from multiple school sites participated, but the pilot team was unable to reach consensus on recommending IM for adoption in Grades 3–5.

At the May 22, 2025, Board meeting, the EDS math team brought forward a proposal to initiate a new K–5 math pilot for the 2025–26 school year. However, the Board directed Dr. Moore to instead bring back a recommendation to adopt IM for Grades 3–5 beginning in Fall 2025. In alignment with this directive, district leadership now recommends the adoption and implementation of Illustrative Mathematics in Grades 3–5 for the 2025–26 school year.

To support long-term instructional coherence across elementary grade spans, the district also proposes to begin preparing for K–2 implementation of IM in Fall 2026. This extended recommendation is grounded in the need for vertical alignment of instructional materials and routines, shared language across grades, and consistent support structures for students and teachers. During the 2025–26 school year, a group of K–2 teachers will test IM and provide input on implementation for a districtwide rollout in 2026–27.

Therefore, district leadership recommends the adoption of Illustrative Mathematics for Grades K–5, with implementation of Grades 3–5 beginning in the 2025–26 school year and implementation of Grades K–2 beginning in the 2026–27 school year.

FISCAL IMPLICATIONS:

The total cost includes curriculum licenses for Grades K–5 and professional learning for Grades 3–5 during the 2025–26 school year.

Estimated Costs:

- Grades 3–5 (8-Year Curriculum License): $875,913.95
- Grades K–2 (1-Year Small Group Access for 2025–26): $64,833.21
- Grades K–2 (7-Year Curriculum License beginning 2026–27): $760,469.93
- Professional Learning – Core Onsite Days (11 @ $5,000): $55,000.00
- Professional Learning – Leader Learning Walks (4 @ $7,000): $28,000.00

Total Estimated Cost: $1,784,217.09

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the adoption of Imagine Learning's Illustrative Mathematics curriculum for Grades K–5, with implementation of Grades 3–5 beginning in the 2025–26 school year and Grades K–2 beginning in the 2026–27 school year.

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	6/2/2025
Quote No.	Q-153401
Acct. No.	12214944
Total	875,913.95
Pricing Expires	11/23/2025

South San Francisco Unified School Dist
398 B St
South San Francisco CA 94080
United States

Payment Term	Contract Start	Contract End
Net 30	7/31/2025	7/30/2033

Site	Description	Comments	End Date	Qty	Per Unit	Amount
South San Francisco Unified School Dist						
	Imagine IM Student Single User License - Grade 3		07/30/2033	542	136.00	73,712.00
	Imagine IM Student Print - Grade 3		07/30/2033	4,336	32.00	138,752.00
	Imagine IM Teacher Print - Grade 3 - CCSS		07/30/2033	33	200.00	6,600.00
	Imagine IM Centers Kit - Grade 3		07/30/2033	29	499.00	14,471.00
	Imagine IM Manipulative Kit - Grade 3		07/30/2033	29	499.00	14,471.00
	Imagine IM Teacher Resources Pack - Grade 3		07/30/2033	34	70.00	2,380.00
	Imagine IM Student Single User License - Grade 4		07/30/2033	548	136.00	74,528.00
	Imagine IM Student Print - Grade 4		07/30/2033	4,384	32.00	140,288.00
	Imagine IM Teacher Print - Grade 4 - CCSS		07/30/2033	33	200.00	6,600.00
	Imagine IM Centers Kit - Grade 4		07/30/2033	30	599.00	17,970.00
	Imagine IM Manipulative Kit - Grade 4		07/30/2033	30	559.00	16,770.00
	Imagine IM Teacher Resources Pack - Grade 4		07/30/2033	34	70.00	2,380.00
	Imagine IM Student Single User License - Grade 5		07/30/2033	563	136.00	76,568.00
	Imagine IM Student Print - Grade 5		07/30/2033	4,504	32.00	144,128.00
	Imagine IM Teacher Print - Grade 5 - CCSS		07/30/2033	34	200.00	6,800.00
	Imagine IM Centers Kit - Grade 5		07/30/2033	30	599.00	17,970.00
	Imagine IM Manipulative Kit - Grade 5		07/30/2033	30	229.00	6,870.00
	Imagine IM Teacher Resources Pack - Grade 5		07/30/2033	31	70.00	2,170.00
	Imagine IM Student Print - Grade 3 - Spanish		07/30/2033	1	32.00	32.00
	Imagine IM Student Print - Grade 4 - Spanish		07/30/2033	1	32.00	32.00
	Imagine IM Student Print - Grade 5 - Spanish		07/30/2033	1	32.00	32.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	07/30/2033	1	53,871.60	53,871.60

Subtotal	817,395.60
Tax Total	58,518.35
Total	875,913.95

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

South San Francisco Unified School Dist		**Imagine Learning Representative**
Signature:	_____	Joe Penner
Print Name:	_____	Account Executive -
Title:	_____	joe.penner@imaginelearning.com
Date:	_____	imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	6/2/2025
Quote No.	Q-155579
Acct. No.	12214944
Total	64,833.21
Pricing Expires	11/29/2025

South San Francisco Unified School Dist
398 B St
South San Francisco CA 94080
United States

Payment Term	Contract Start	Contract End
Net 30	7/31/2025	7/30/2026

Site	Description	Comments	End Date	Qty	Per Unit	Amount
South San Francisco Unified School Dist						
	Imagine IM Student Single User License - Grade K		07/30/2026	175	21.00	3,675.00
	Imagine IM Student Print - Grade K		07/30/2026	175	32.00	5,600.00
	Imagine IM Teacher Print - Grade K - CCSS		07/30/2026	7	200.00	1,400.00
	Imagine IM Centers Kit - Grade K		07/30/2026	7	499.00	3,493.00
	Imagine IM Manipulative Kit - Grade K		07/30/2026	7	379.00	2,653.00
	Imagine IM Teacher Resources Pack - Grade K		07/30/2026	7	70.00	490.00
	Imagine IM Student Single User License - Grade 1		07/30/2026	175	21.00	3,675.00
	Imagine IM Student Print - Grade 1		07/30/2026	175	32.00	5,600.00
	Imagine IM Teacher Print - Grade 1 - CCSS		07/30/2026	7	200.00	1,400.00
	Imagine IM Centers Kit - Grade 1		07/30/2026	7	499.00	3,493.00
	Imagine IM Manipulative Kit - Grade 1		07/30/2026	7	515.00	3,605.00
	Imagine IM Teacher Resources Pack - Grade 1		07/30/2026	7	70.00	490.00
	Imagine IM Student Single User License - Grade 2		07/30/2026	175	21.00	3,675.00
	Imagine IM Student Print - Grade 2		07/30/2026	175	32.00	5,600.00
	Imagine IM Teacher Print - Grade 2 - CCSS		07/30/2026	7	200.00	1,400.00
	Imagine IM Centers Kit - Grade 2		07/30/2026	7	499.00	3,493.00
	Imagine IM Manipulative Kit - Grade 2		07/30/2026	7	759.00	5,313.00
	Imagine IM Teacher Resources Pack - Grade 2		07/30/2026	7	70.00	490.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	07/30/2026	1	4,452.00	4,452.00

Subtotal	59,997.00
Tax Total	4,836.21
Total	64,833.21

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

South San Francisco Unified School Dist

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Joe Penner
Account Executive -
joe.penner@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

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877-725-4257

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Acct. No.	12214944
Total	760,469.93
Pricing Expires	11/29/2025

South San Francisco Unified School Dist
398 B St
South San Francisco CA 94080
United States

Payment Term	Contract Start	Contract End
Net 30	7/31/2026	7/30/2033

Site	Description	Comments	End Date	Qty	Per Unit	Amount
South San Francisco Unified School Dist						
	Imagine IM Student Single User License - Grade K		07/30/2033	500	119.00	59,500.00
	Imagine IM Student Print - Grade K		07/30/2033	3,500	32.00	112,000.00
	Imagine IM Teacher Print - Grade K - CCSS		07/30/2033	31	200.00	6,200.00
	Imagine IM Centers Kit - Grade K		07/30/2033	30	499.00	14,970.00
	Imagine IM Manipulative Kit - Grade K		07/30/2033	30	379.00	11,370.00
	Imagine IM Teacher Resources Pack - Grade K		07/30/2033	31	70.00	2,170.00
	Imagine IM Student Single User License - Grade 1		07/30/2033	512	119.00	60,928.00
	Imagine IM Student Print - Grade 1		07/30/2033	3,584	32.00	114,688.00
	Imagine IM Teacher Print - Grade 1 - CCSS		07/30/2033	31	200.00	6,200.00
	Imagine IM Centers Kit - Grade 1		07/30/2033	30	499.00	14,970.00
	Imagine IM Manipulative Kit - Grade 1		07/30/2033	30	515.00	15,450.00
	Imagine IM Teacher Resources Pack - Grade 1		07/30/2033	31	70.00	2,170.00
	Imagine IM Student Single User License - Grade 2		07/30/2033	549	119.00	65,331.00
	Imagine IM Student Print - Grade 2		07/30/2033	3,843	32.00	122,976.00
	Imagine IM Teacher Print - Grade 2 - CCSS		07/30/2033	33	200.00	6,600.00
	Imagine IM Centers Kit - Grade 2		07/30/2033	33	499.00	16,467.00
	Imagine IM Manipulative Kit - Grade 2		07/30/2033	33	759.00	25,047.00
	Imagine IM Teacher Resources Pack - Grade 2		07/30/2033	33	70.00	2,310.00
	Imagine IM Student Print - Grade K - Spanish		07/30/2033	20	32.00	640.00
	Imagine IM Student Print - Grade 1 - Spanish		07/30/2033	20	32.00	640.00
	Imagine IM Student Print - Grade 2 - Spanish		07/30/2033	20	32.00	640.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	07/30/2033	1	47,550.80	47,550.80

Subtotal	708,817.80
Tax Total	51,652.13
Total	760,469.93

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

South San Francisco Unified School Dist		**Imagine Learning Representative**
Signature:	_____	Joe Penner
Print Name:	_____	Account Executive -
Title:	_____	joe.penner@imaginelearning.com
Date:	_____	imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	6/3/2025
Quote No.	Q-155875
Acct. No.	12214944
Total	83,000.00
Pricing Expires	06/03/2026

South San Francisco Unified School Dist
398 B St
South San Francisco CA 94080
United States

Payment Term	Contract Start	Contract End
Net 30	6/30/2025	7/1/2026

Site	Description	End Date	Qty	Per Unit	Amount
South San Francisco Unified School Dist					
	PL - Core Onsite Day	07/01/2026	11	5,000.00	55,000.00
	PL - Core Onsite Leader Learning Walk	07/01/2026	4	7,000.00	28,000.00

Subtotal	83,000.00
Tax Total	0.00
Total	83,000.00

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DRAFT

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Regular Meeting of May 22, 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 — 6:00 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: California School Employee Association Ch. 197

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 Children's Center

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

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

5. To consider the appointment of one (1) public employee to the position of Principal of South San Francisco High School, in accordance with Government Code § 54956

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
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 Principal Prasad introduced Tilly Smith, an 11th grader and top credit earner. She shared that Tilly is incredibly open to feedback and always looking for ways to grow. She asks great questions, is naturally curious, and genuinely wants to do her best. Anytime she is asked for help, whether it is giving a board update or supporting another student, she does it without hesitation.

Principal Prasad shared that she had a certificate of appreciation for a volunteer at South San Francisco Adult Education, Miss Ines Mendes. She volunteered with the orientation and registration process for both day and evening registration this year. Although she was not able to attend the meeting, she acknowledged her contributions and expressed her thanks.

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 54956 and in reference to Closed Session Agenda Item Number 4, the Board took action to appoint Allison Chow to the position of Director of Talent Strategy effective with the 2025–2026 school year. Trustee Murray made a motion, Trustee Hsieh seconded the motion, a roll call vote was taken, and the vote passed with five ayes and zero nays.

In accordance with Government Code Section 54956 and in reference to Closed Session Agenda Item Number 5, the Board took action to appoint Sharimar Balisi Manalang to the position of Principal of South San Francisco High School effective with the 2025–2026 school year. Trustee Murray made a motion, Trustee Hsieh seconded the motion, a roll call vote was taken, and the vote passed with five ayes

and zero nays.

President Anthony offered her congratulations on the appointments, expressing that the board is really excited to have them join the team.

F. REVIEW OF AGENDA

President Anthony noted that Item G, PTA Council Remarks, and Item L, Student Trustee Reports, would not be presented. She shared that the student trustees retired after the last meeting and that they are missed.

Assistant Superintendent Hannon provided one correction under Action Item 3D. In the board memo section regarding fiscal implications, it should read ten thousand dollars, not ten hundred dollars.

G. PTA COUNCIL REMARKS – None

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators – None

South San Francisco Classroom Teachers Association – Shari Guisti president of SSFCTA addressed cabinet, President Anthony, trustees, and the South San Francisco Unified School District community. She reflected on how quickly time passes each year and described the wide range of emotions teachers experience in May. She expressed pride in students' accomplishments, sadness at the end of the school year, and excitement for a well-deserved break. She emphasized that while the school year ends for students, the work for educators continues with testing, report cards, projects, events, and classroom closures. She noted that the effort is simply passed on to the next group of hardworking educators. She shared that SSFCTA honored seven retirees this year at a Taco Tuesday event on May 13th at the CTA headquarters in Burlingame. The retirees included Steve Patane and Erin Clark from Westborough, Frank Moro from South San Francisco High School, Maria Beltran from Skyline, Cindy Bell from Junipero Serra, and Lori Garcia-Rovetta and Tracey Neblett from Buri Buri. Guisti mentioned that while there will be new faces in the SSFCTA leadership team, she would continue in her role for another year. She noted that on May 17th, many educators and some retirees participated in CTA's "Fight for Schools" march in San Francisco, which aimed to oppose federal education cuts that would impact the district by at least five million dollars. She acknowledged missing the last board meeting due to Open House but used the opportunity to express her gratitude to the bargaining teams and trustees for passing the new agreement. However, she

voiced concern that bargaining related to the Children's Center remains unfinished. She described the continued work ahead, including climate surveys, demands to bargain over TOSAs, special education, and elementary dismissal times, complaint investigations, contracts, meetings with new administrators, teacher assignment inquiries, grievances, and salary placements. Guisti concluded by acknowledging six of the eight Children's Center teachers present to speak, along with teachers there to address concerns about next year's primary math pilot process. She remarked that when teachers show up in May, it is a clear sign of their passion. She added that she will continue working over the summer on unfinished business and thanked her colleagues, affirming their efforts this year.

California School Employees Association Chapter 197 – Jolene Malfatti president of CSEA addressed President Anthony, trustees, cabinet, and the audience, sharing that in preparation for negotiations, she sent a survey to all classified staff to identify areas for improvement. One key concern that emerged was from the campus security staff. In response, a school safety hazard pay request was added to the initial negotiation proposal. She stated that classified members across the district had signed petitions in full support of the hazard pay request for campus security staff. She thanked the trustees for attending the CSEA Communicates meeting where the issue was discussed in detail and then introduced their labor relations representative, Dustin Patenaude.

Dustin Patenaude expressed his appreciation for campus security members and read the body of the petition. The petition called on district leaders to address rising safety issues affecting students, staff, and the entire school community. It emphasized the frontline role of campus security officers, the lack of adequate support, and the impact of deprioritized enforcement under restorative justice practices. The petition requested three key actions: hazard pay for campus security officers, transparency regarding student discipline, and stronger collaboration between campus security, administration, and special education. Patenaude urged the board to take immediate action and review the signatures to understand the seriousness of the concerns raised.

Malfatti closed by expressing her deep appreciation for the campus security staff, their loyalty, and their ongoing efforts to keep students, staff, and schools safe.

I. PERSONNEL COMMISSION

Assistant Superintendent Hannon announced that the next Personnel Commission meeting will take place on Monday, June 16, 2025, at 5:00 p.m. in the district office

boardroom.

J. ITEMS FROM THE BOARD

Trustee Richardson announced that it is Classified Staff Week and expressed her gratitude to the classified employees for their support of certificated staff and their essential contributions to the district. She shared that a barbecue will be held next month in their honor and encouraged attendance. She also announced upcoming groundbreaking ceremonies: one for the new El Camino High School kitchen on June 6th, and another for the Westborough field construction project, intended to ease traffic at Westborough Middle School. President Anthony clarified that the Westborough groundbreaking will take place on June 9th at 11:00 a.m.

K. SUPERINTENDENT'S REPORT

a. **Golden Apple/ Retirees Ceremony** – Dr. Moore shared highlights from the Golden Apple Retiree Ceremony held on Wednesday, May 14th. The event celebrated 29 retirees, both certificated and classified, many of whom had served the district for over a decade. Five staff members were also honored for 30 years of service. In addition, ten educators received the district's prestigious Golden Apple Award, a tradition in South San Francisco Unified now in its 38th year. The celebration featured a performance by the South San Francisco High School Jazz Band, a full house of employees, families, and friends, and refreshments provided by the Nutritional Services Department. The Facilities Team ensured the venue was welcoming and well-prepared. She congratulated all the honorees and celebrated the end of the 2024–2025 school year.

b. **CSEA Classified Appreciation Week** – Dr. Moore expressed deep appreciation for the contributions of classified staff across the district. She emphasized the essential roles these employees play from food services and technology to maintenance, direct classroom support, security, and office administration describing them as the backbone of the schools. In recognition of their hard work, the district partnered with various organizations earlier this spring to provide each employee with a $50 gift card. Dr. Moore noted that these gestures are a reflection of the district's gratitude for the dedication shown daily in support of students, families, and colleagues. She reaffirmed the district's love and appreciation for all classified staff and shared that celebrations will continue during the first week of June, with certificates and a small surprise being delivered to staff the following day.

c. **Promotion & Graduation** – Dr. Moore shared that trustees and cabinet members recently attended the adult education and Skyline Middle College graduation ceremonies. She noted that the coming week will be filled with elementary, middle, and high school graduation events. She expressed

hope that families and students will be able to enjoy and savor these special milestones. She extended a heartfelt congratulations to all students promoting to the next grade level, graduating seniors, and to all students who demonstrated effort, growth, and positive character throughout the year. Dr. Moore also recognized those who earned awards, scholarships, and commendations, and wished everyone a wonderful final week of school before summer break.

d. End of Year – Dr. Moore Expressed deep gratitude to the educators, staff, families, and students of South San Francisco Unified School District. She reflected on the year's accomplishments highlighting collaborative efforts, the portrait of a graduate coming to life in classrooms, site-level leadership, the educator fellowship, and the creation of a shared instructional vision. She acknowledged the challenges, especially around math curriculum adoption, and thanked the community for co-creating a plan rooted in teacher voice and student need. Dr. Moore emphasized the need for continued growth in communication and educator involvement, affirming the district's commitment to improvement. She asked to return next year with open hearts and minds ready to leave behind what no longer serves and build a more united, student-centered future. She wished everyone a joyful, restful, and well-deserved summer.

e. Baden Student Report – Tilly Smith, delivered a heartfelt and confident message about her experience at Baden High School. She highlighted how deeply teachers care about student success, creating a supportive and inclusive environment where students feel encouraged to grow, set goals, and make a difference. She described engaging learning experiences, such as studying real-world issues like environmental conservation, and praised the school's flexible credit-earning options, from online classes to tutoring and PE. Smith also spoke about the strong academic and emotional support from counselors and teachers, including efforts to strengthen writing through the Bay Area Writing Project. She celebrated the school's community-building activities like the annual ropes course, end-of-year picnic at Coyote Point, and upcoming barbecue and graduation events that create lasting memories and build student confidence. As she prepares to return to her home school, she expressed deep gratitude for the support and kindness she received at Baden, sharing how much it meant to her personal growth.

f. Other – None

L. STUDENT TRUSTEE REPORTS

1. Josephine Harsana, Spring Student Trustee and ASB President SSFHS – None

2. Jamie Wong, Fall Student Trustee and ASB President ECHS – None

M. PUBLIC COMMENTS

Karen Lim, a preschool teacher at Hillside with nearly six years in the district, passionately advocated for fair compensation for early childhood educators. Speaking on behalf of her colleagues, she emphasized that preschool teachers are foundational to student success, contributing significantly to children's social, emotional, and academic development. She highlighted the disparity in pay between preschool and TK teachers, despite holding equivalent responsibilities, credentials, and participating in IEPs and professional development. Lim stressed that preschool educators are not daycare providers but trained professionals who work year-round with limited time off, unlike their K–12 counterparts. Calling for equal pay, respect, and recognition, Lim reminded the board that preschool teachers are essential to both student outcomes and the broader community. She invited district leaders to visit their classrooms to witness firsthand the meaningful work they do.

Martha Deleón, a Children's Center teacher with nearly 25 years of service in the district, urged the board to support salary increases for preschool educators. She emphasized that Children's Center teachers perform the same duties as TK teachers conducting assessments, holding parent-teacher conferences, and participating in IEPs yet they earn approximately $27,000 less per year and work year-round with only a winter break. Deleón described the deep emotional and developmental support they provide to students, many of whom begin school without basic readiness skills. She expressed pride in preparing children to succeed in kindergarten, noting that many return with positive feedback from their elementary teachers. Despite personal challenges, including commuting from Hayward, Deleón expressed love for her job and the Children's Center community. She extended a heartfelt invitation to Dr. Moore and board members to visit and witness the meaningful, foundational work being done in early education.

Sandra Vergara, a parent and community member, addressed the board with concerns about the El Camino High School dance program and why it no longer offers PE credit, despite having done so in the past. She shared that several years ago the board had approved PE credit for dance, and that just hours before the meeting, she contacted someone at the California Department of Education who confirmed that dance is included in the eight PE content areas required by the state. She questioned why, ever since the new principal joined El Camino, the PE credit for dance was taken away. She asked the board to look into whether this was a local decision, and why it was changed even though the dance teacher is certified to teach PE. She noted that dance is a physical activity and shouldn't just be considered a performing arts elective when it clearly meets PE requirements. Vergara expressed frustration that after reaching out to the school administration and the district, no one had provided any answers or solutions.

She emphasized that the change was not due to a lack of interest, as the dance program used to have around 200 students and now only has about 70. She added that the school is now trying to combine all the dance levels into one class, which she said makes no sense comparing it to combining basic math, honors, and AP classes all into one. She voiced concern about possible sexism, asking if this is “a sexist thing because this seems to be an all-male dominated school and they want to keep running to the athletic department.” She questioned whether the athletic department was being prioritized over the dance program and asked if the principal is above the board and the school district. Vergara said that the dance boosters fund everything for the program outside of the teacher’s salary, including for theater and performances, and pointed out that South San Francisco High School is being supported with a new AP Dance class. She ended by saying they are not asking for money, just answers and help from the board to understand why the PE credit was removed and to support a program that has long been valuable to students.

Grace Mesina, a former El Camino High School parent and officer of the dance boosters, expressed concern about the decline of the school’s dance program, echoing earlier comments made by Sandra Vergara. She noted that when her children attended, the program had over 200 students, but now that number has dropped to just 70. She connected this decline to when the current principal began at El Camino. Mesina shared that the program’s teacher, Ms. Feliciana Stevenson, is being asked to combine all levels of dance into one class, a move Mesina described as “disastrous.” She emphasized that this concern has been raised multiple times to the school administration, to the superintendent, assistant superintendent, and Keith Irish going back a few years, but nothing has been resolved. She recalled that when they asked whether they needed to bring parents or petitions to the board, they were told that would not be necessary and the issue would be addressed yet it still hasn’t. She explained that the lack of PE credit for dance is one of the major reasons students are no longer enrolling, as they must choose between taking dance or meeting PE graduation requirements. Mesina also praised the quality of the dance program, saying the performances go far beyond what’s expected of a high school show. She concluded by asking for the board’s support in restoring PE credit to the dance program “like it used to be.”

In response, President Anthony acknowledged the concern and confirmed that Dr. Moore would follow up, noting that the district has also been seeking an answer to what changed but has not received one yet.

Mark Estrada, the College and Career Technician at El Camino High School, shared his experiences and concerns since starting the role in November 2023. He expressed pride in the positive engagement and opportunities he has brought to students, collaborating with the school, district, and broader community to support student success during the school year, summer, and beyond high

school. Estrada mentioned that he has already reached the final step on the salary schedule in under a year, despite having valuable experience, and noted that the current job description is outdated and doesn't reflect the expanded and evolved scope of his work. He emphasized the need for an updated job description, an increased counseling department budget, additional work hours (requesting an increase from 35 to 40 hours/week), and a more flexible salary schedule that could include college units toward salary advancement. He also shared that he became a father in November 2024, which has led him to reflect on his personal and professional future. He said waiting six years for the next raise is not sustainable, especially for someone like him at age 29, hoping to build a stable home and future. Estrada voiced a strong desire to stay in the district long term, calling his role meaningful and affirming his commitment to the students. He closed by thanking his counseling team, especially Kate Espiritu Gonzalez for bringing him into the role, and others including Alexis Limaye, Mary Her, Stephanie Mikamo, Alex Carrion, and AP Jerell Maneja. He thanked the board and wished them a successful graduation season.

Megan Connery, a teacher at El Camino High School, addressed the school board regarding the recent tentative agreement between the district and the union, which the board approved at the last meeting. She focused specifically on a grievance related to incorrect column placements on the certificated salary schedule. Connery explained that only the 29 certificated members listed in Exhibit A of the agreement would have their placement reviewed and corrected, and most of these individuals were grateful with one expected to receive nearly $5,000 in retroactive pay. However, she raised concerns about those who may have been missed during the identification process. If a teacher wasn't named, there's no recourse, now they'll have to wait until next school year for HR to conduct a broader review. She also noted a limitation in the agreement: the district is only applying retroactive pay back to July 1, 2022, citing legal restrictions that limit salary disputes to a three-year lookback. Connery stressed that these placement errors began as far back as January 2020, and the three-year limit prevents educators from being fully compensated for their lost earnings. Tying her comments to the district's strategic plan and "Portrait of an Educator", Connery pointed out that a key metric is to have 90% of educators engaged and satisfied. She argued that real satisfaction would come from correcting all salary placements not just those named in the grievance and providing full retroactive pay back to when the errors began. She urged the board to direct Mr. Hannon to take action to correct all cases dating back to 2020, not just those limited by law or grievance scope. Connery concluded by stating that doing so would be a meaningful step toward the district's educator engagement goals.

Michael Harris, a resident of South San Francisco, petitioned for redress regarding the sale of school bonds. He requested that the bonds be sold directly to members of the community. He stated that he has an email from Ted

explaining that the bonds are sold into the primary market through a wholesaler and are not available on the secondary market to him or anyone in the community. He expressed frustration with JP Morgan, stating that after going round and round with them, they told him to take his money somewhere else, which he intends to do. He shared that he is rather unhappy about the way he has been treated by them and by the unavailability of the bonds to the public. He also announced Jackie Speier's upcoming town hall at the Community Campus, encouraging attendance and noting her past help with county veteran services.

N. INFORMATION ONLY PRESENTATIONS

1. EDUCATIONAL SERVICES

a. Teaching and learning presentation: Alternative Education (Baden High School)

Dr. Moore introduced Principal Seemaa Prasad who would be presenting educational priorities and programs in the District's Alternative Education, including Baden HS and Adult Education.

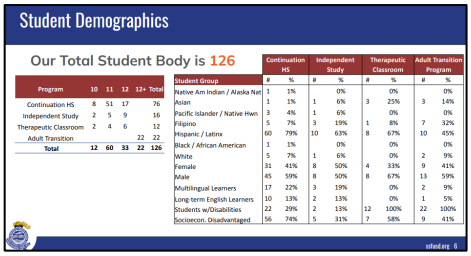
Principal Prasad greeted President Anthony, Dr. Moore, board members, cabinet, students, and community. She highlighted the school's core values, which emphasize academic and literacy skill development, support for students in exploring college and career pathways, and fostering a welcoming environment where all students and staff feel a strong sense of belonging.



Student Demographics

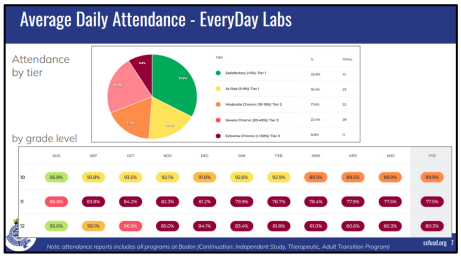
Prasad highlighted that Baden High School encompasses more than just the continuation program. In addition to the main continuation high school, which offers a 180-credit diploma, Baden includes an independent study program with the same credit requirement, a therapeutic classroom that is a self-contained special education setting offering a 220-credit diploma, and the Adult Transition Program (ATP) for

students aged 18–22, which is also a special education setting. She noted that special education rates at the school reflect the enrollment in both the therapeutic classroom and ATP.



Attendance

By using Everyday Labs, the school has been able to better analyze absence reports and collaborate with teams to develop strategies for supporting chronically absent students. She noted that many of these students are in special education and require differentiated support. The tool has been helpful in clearly identifying areas of need.



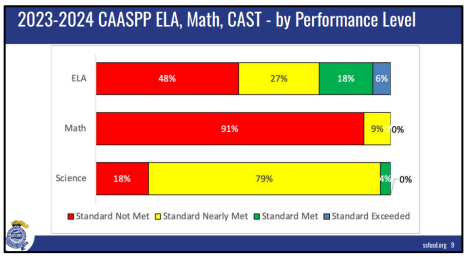
Additionally, she reported slow but steady month-to-month improvement in both chronic absenteeism and overall attendance compared to last year.



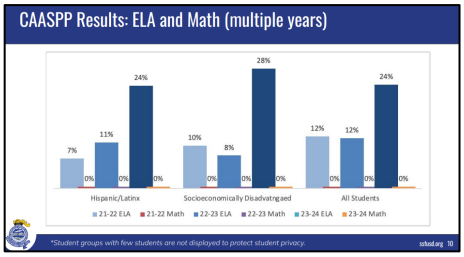
Statewide Assessments

Reviewing the 23-24 CAASPP data Prasad noted that 24% of students met or exceeded standards in ELA. She expressed optimism about a group of students who are close to meeting standards and will receive additional support next

year. Math remains an area for growth, while science results are more variable, as the test is taken by 12th graders, some of whom may not have had science classes for a few years.

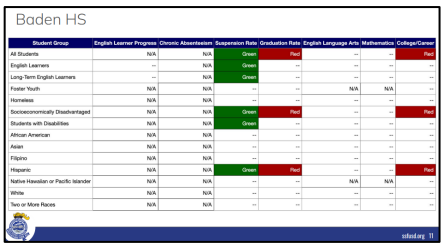


Prasad highlighted a marked increase in ELA performance reviewing a three-year comparison of ELA and math data across key demographics, including Hispanic/Latinx students, socioeconomically disadvantaged students, and all students. She attributed the improvement to targeted strategies that are part of their School Improvement Plan (SIP) cycle.

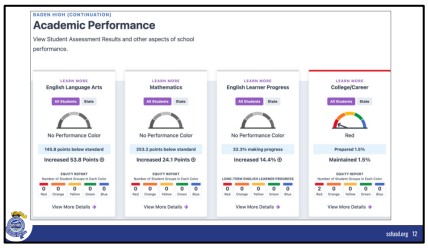


School Culture & Climate

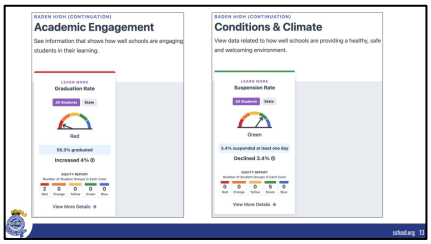
Prasad shared that the school's strong campus culture is reflected in positive climate data, highlighted in green. She emphasized their commitment to restorative practices and alternatives to suspension, which have kept suspension rates low. The school continues to receive Comprehensive Support and Improvement (CSI) funding to help boost graduation rates and meet SIP goals. She also noted the launch of a college and career class, which is being revised with support from CTE Coordinator Jennifer Rockett to align with CTE standards.



Prasad explained that Baden is marked gray on the state dashboard because their 11th grade CASPP test-taker group is too small to generate reportable data. However, students are still making strong progress, particularly in ELA and among English learners. College and career indicators have held steady.

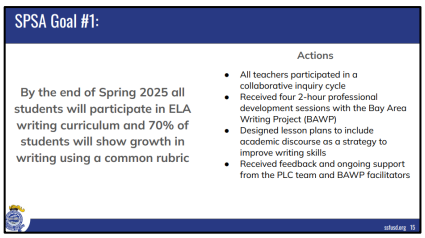


The school is continuing to receive CSI support to improve graduation rates, and a decrease in suspensions reflects positive progress in school climate.



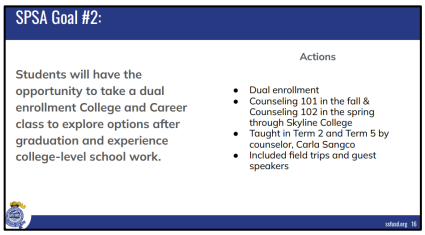
<u>SPSA Goal #1</u>

Prasad shared that this year's SPSA goals focused on ELA and writing. Growth is visible in both CAASPP data and local assessments using a common rubric across subjects. Teachers are actively engaged in Bay Area Writing Project professional development, and students are increasingly participating in academic discourse. This work supports Strategic Priority 1: Exceptional Instruction.



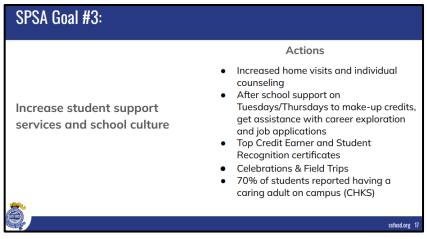
SPSA Goal #2

SPSA goal two centers on dual enrollment in college and career courses Counseling 101 and 102 through Skyline College. Co-taught by counselor Ms. Sangco, the courses include field trips, guest speakers, and exposure to various college and career pathways. This aligns with Strategic Priority 2: Engage Students and supports the graduate aims of Learn and Navigate.



SPSA Goal #3

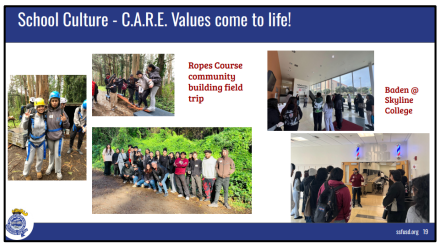
SPSA goal three is to enhance student support services and strengthen school culture. While Baden already has a strong culture, additional grant funding has supported activities like afterschool credit recovery, top credit earner recognition, and field trip celebrations. Notably, 70% of students reported having a caring adult on campus, according to the California Healthy Kids Survey.



School Culture – C.A.R.E

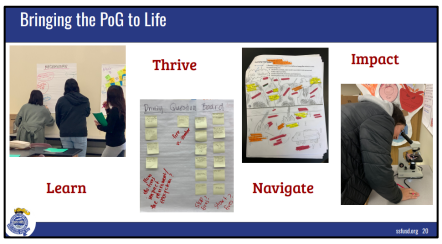
Prasad highlighted how Baden's CARE values are reflected daily in school culture. She showcased the ropes course as a key team-building experience where students supported each other through outdoor challenges. She also emphasized the importance of college exposure trips, noting

that for many students, the recent visit to Skyline College was their first time on a college campus an impactful experience that helps broaden their postsecondary horizons.



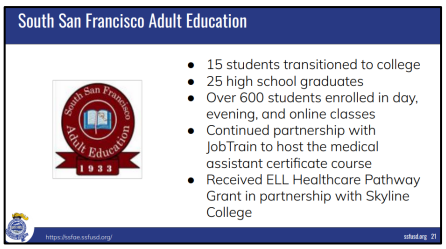
Portrait of a Graduate

Baden's Portrait of a Graduate is evident daily in classroom conversations, after-school offerings, and the strong relationships students have with counselors and teachers. She expressed pride in students' engagement in academic discourse and the impressive work they've produced, thanking both students and teachers for their dedication.



Adult Education

Prasad provided an update on South San Francisco Adult Education, noting key highlights from the year. Fifteen students transitioned to college, with 26 earning high school diplomas so far. Over 600 students are enrolled in day, evening, and online programs, with a goal of returning to the pre-pandemic enrollment of 1,200. The school continues its partnership with JobTrain to offer a free, 17-week medical assistant certification course, which has led to job placements, including a graduate now working full-time at Kaiser. Additionally, the school received an ELL Healthcare Pathway grant with Skyline College to launch a new medical careers intro course.



Adult Transition Program (ATP)

ATP students consistently develop life, work, and daily living skills, while also learning to navigate transportation and engage in diverse activities. A popular initiative within the program is the DO Coffee Cart, which has become a campus favorite.



Appreciation

Prasad closed her presentation by expressing gratitude in honor of Classified School Employees Week. She recognized and thanked the entire classified staff, specifically acknowledging Cynthia Villar, who retired in December after 36 years of service. Carmen Torres and Susan Cheong were thanked for stepping in during the interim. She also extended appreciation to all students, staff, and teachers for their support, and recognized community partners including the South San Francisco Educational Foundation, BayEd Fund, Rotary, and Chamber of Commerce for their generous contributions that funded books, field trips, and other programs. She concluded by reflecting on a successful school year.

Trustee Richardson expressed appreciation for the alternative education programs, describing them as a supportive environment for students. She asked whether the Skyline dual enrollment program is the same as middle college. Principal Prasad clarified that it is not; instead, their counselor co-teaches a college and career class with Skyline College, and about 15 to 18 students participated across two cohorts this year. Trustee Richardson encouraged student

participation in district leadership, including applying for the student trustee position and enrolling in government programs offered by the City of South San Francisco. Principal Prasad shared that one student is already participating in student government. Trustee Richardson concluded by praising the school and its dedicated teachers.

Trustee Lam thanked Principal Prasad for the presentation and shared appreciation for learning something new about each school. She expressed encouragement about the reported growth, especially in ELA, and across other areas. Trustee Lam noted she hadn't realized the adult education program had such high enrollment currently and even higher numbers in the past. She expressed hope for continued progress in increasing enrollment. Reflecting personally, she shared that her mother had attended night school when she immigrated to the U.S., underscoring how important she finds this work. She closed by thanking Principal Prasad for supporting a wide range of students.

Trustee Hsieh thanked Principal Prasad for a great presentation, describing it as precise, clear, and to the point. She also expressed appreciation for Principal Prasad's leadership and thanked the students in attendance.

Trustee Murray reflected on the recent graduation, saying it was wonderful. She praised the resilience of the students across all of Baden's programs, noting that whether students are making up credits, in adult school, or in the adult transition program, they are learning and growing. She shared that part of her speech at the graduation highlighted how these students embody the mindset of "I'm not done learning, I'm not done growing," and expressed appreciation for the meaningful work being done.

President Anthony expressed appreciation for the presentation, noting the impressive CAASPP results, particularly the doubling of scores, which she described as amazing. She also highlighted that 70% of students reported having a trusted adult at school, calling it another amazing aspect of the school culture. Referring to a comment made by student, Tilly Smith, President Anthony acknowledged how much she will miss the school environment. She reflected on the fact that Baden is a continuation high school, which means students can only enroll after falling behind on

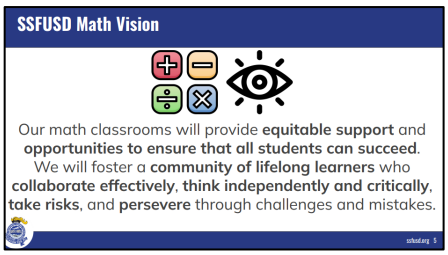
credits. Thinking out loud, she posed a question about the possibility of creating an alternative high school modeled after Baden, one that students could choose to attend without having to first fall behind. Principal Prasad responded that the teacher in her would always say yes to such an idea, but noted that as an administrator, it would require facilities support from Mr. O. President Anthony acknowledged that it was a question she should have asked earlier, but shared that as she listened to the presentation, she was struck by the strong relationships and positive environment and imagined how beneficial it would be if more students could access that kind of setting. She concluded by encouraging the team to keep up the good work, expressing her happiness to see Principal Prasad back and her appreciation for all the opportunities being provided to students. She closed by stating how glad she is that Principal Prasad is at the helm.

b. Math Proposal - Elementary

Dr. Moore introduced Director Jason Brockmeyer who would be presenting information on the recommended elementary math instructional materials under consideration for future adoption and implementation.

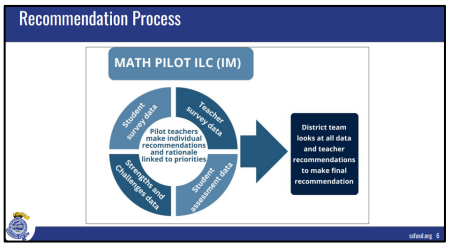
Director Brockmeyer stated the purpose of the evening's presentation was to share a proposal regarding the next steps for elementary math adoption. He explained that the presentation would include the team's recommendation, the reasoning behind it, an implementation timeline, and immediate next steps. Brockmeyer referenced the district's strategic plan, which was developed together with the community, and noted that it led to the portrait of a graduate, core values, and strategic priorities.

<u>Math Vision</u>
Brockmeyer shared the SSFUSD math vision which was created by the district's educators and reflects their collective commitment to ensuring all students have access to high-quality math learning in all math classrooms across the district.



Recommendation Process

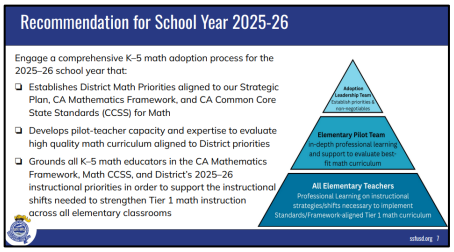
Reviewing a brief timeline explaining how the district arrived at their current point in the math curriculum process, Brockmeyer noted that this year, the district piloted the IM curriculum, but only with third through fifth graders. Kindergarten through second grade did not participate in the pilot this year. Throughout the year-long pilot process, teachers made spring recommendations based on how the curriculum aligned with the district's identified priorities. These recommendations were submitted to Educational Services (EDS) leadership, accompanied by student and teacher survey data, assessment data, and identified strengths and challenges. EDS leadership and the math team closely reviewed all the data, including some previously presented in relation to secondary math, to determine whether to bring forward a recommendation to adopt the IM curriculum. Their thinking was then shared with cabinet for input. Ultimately, the district decided that it was not ready to move forward with a recommendation to adopt IM for grades three through five at this time.



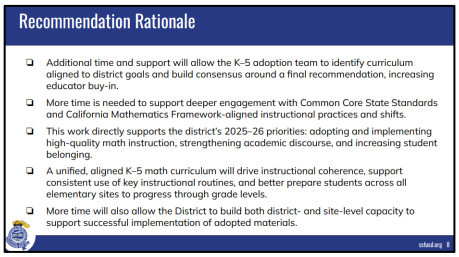
Brockmeyer explained that the proposal for moving forward involves relaunching a K–5 math curriculum pilot. Since only grades three through five participated in the pilot this year, the district plans to restart the process from the beginning to include all K–5 grades. This would involve forming a new pilot team, revisiting and grounding the team in the district's math vision, and clarifying curriculum priorities. The district also plans to wait for the state-approved materials list, which is expected to be released in November. Once the list is

available, they will identify materials to pilot.

Additionally, next year's work will focus on continuing to build understanding and alignment around math priorities through deep professional learning for all elementary educators. This professional development will focus on the math framework and the necessary instructional shifts. This work will run in parallel with the piloting process, preparing the district to make a determination about adoption in the spring of next year with implementation targeted for the following school year.

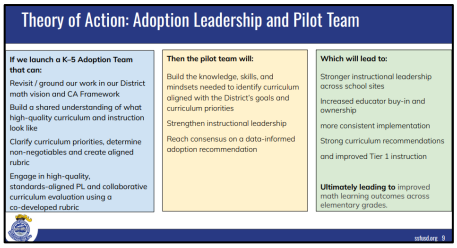


Brockmeyer provided the rationale for the recommendation to relaunch a K–5 math curriculum pilot. Feedback from this year's pilot team emphasized the importance of having a K–5 aligned curriculum and a fully representative pilot team. The additional time will allow the district to support all elementary educators in deeply understanding the Common Core standards, instructional shifts in the framework, and best practices to prepare for a new curriculum. This approach aligns with next year's district priorities, including increasing academic discourse and implementing high-quality instructional materials. It also allows for the intentional development of district and site-level capacity to support future implementation. Moreover, with the secondary math curriculum implementation set to begin next year involving approximately 50 teachers, the district will have the opportunity to learn from that process. Those learnings can then inform and enhance the elementary rollout, which will eventually affect over 200 educators.

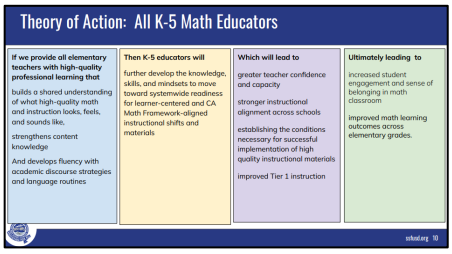


Theory of Action

Some theories of action that guided the process included the belief that if the team regrounds in the shared vision and clearly defines the curriculum priorities and what they mean, this will lead to identifying high-quality instructional materials that closely align with those priorities. This clarity will support the piloting process, help build greater consensus among the team, and ultimately increase buy-in when the final adoption recommendation is made.



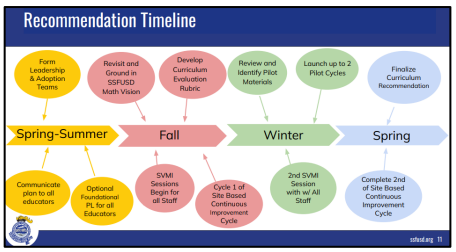
Brockmeyer emphasized that through the past two years of piloting and listening closely to math educators, it has become clear that additional work is needed to support teachers in making the instructional shifts, understanding the standards, and building their confidence in the content. The extra time will allow the district to build leadership and site-level capacity more effectively. This preparation is expected to lead to a more successful implementation of the new math curriculum across all elementary schools.



Recommendation Timeline

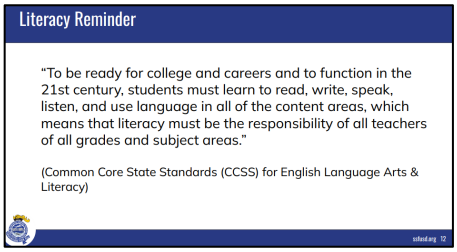
In the fall, the focus will be on professional learning around the math framework, regrounding in the district's math vision, and clarifying curriculum priorities identified about a year and a half ago. There were many questions during the previous process about what the priorities meant, so this step will ensure clarity. In November, the state is expected to release its approved list of curriculum materials. At that time, the team will begin reviewing the list and identifying materials to pilot, with the pilot launch scheduled for January. Up to two

materials could be piloted in the spring. While this is an aggressive timeline, it is considered the most feasible option to enable adoption and implementation of new materials the following year.



Literacy Reminder

Brockmeyer noted that there has been concern that a focus on math might mean less emphasis on literacy. However, the point was made that literacy is the responsibility of every educator, and that math instruction especially at the elementary level can and should continue to support literacy development. Examples such as math language routines were highlighted as ways that mathematics classrooms can promote literacy. It was emphasized that this is not an either-or situation, but rather a matter of supporting literacy through the lens of math. Additionally, he noted that the appendix contains references to significant resources still being directed toward literacy support, and that as math implementation moves forward, there should be thoughtful planning to ensure success in both areas.



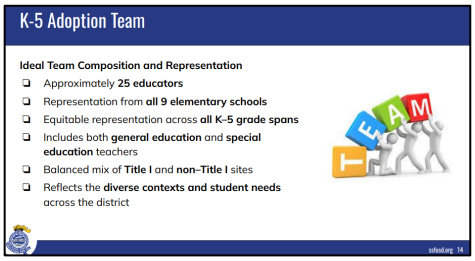
Immediate Next Steps

Brockmeyer stated that based on the feedback received, the immediate next steps would involve ramping up communication efforts with all stakeholders. While some initial communication has already gone out to elementary educators, there is an urgent need to identify a pilot team that will be ready to begin in August. A training session is scheduled for June 3rd and 4th with SVMI, which was originally intended for K–2 pilot teachers but has now been

expanded to include K–5. Additionally, the team has been exploring possible partnerships to support the curriculum adoption process moving forward.

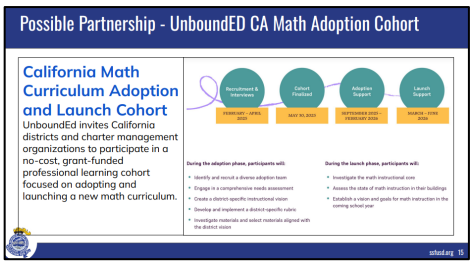


Brockmeyer shared that recruitment has already begun for the K through 5 adoption team.



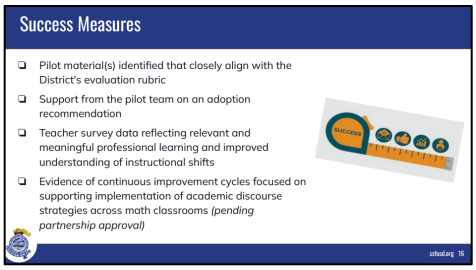
<u>Possible Partnerships</u>

Brockmeyer shared that some K through 2 teachers, along with Sathya, have participated in a year-long professional learning program with Cal Curriculum and EdReports. As part of that engagement, the district was made aware of a statewide partnership supporting 12 districts in identifying and adopting high-quality math materials. The district was interviewed a few months ago and was recently selected to join the cohort, which provides free support throughout the adoption process leading up to launch. Although the district has not committed to joining, Brockmeyer noted that participation in this partnership would require piloting the IM curriculum. He emphasized that the term “pilot” as used by the partnership differs from how the district typically defines it. The potential partnership offers a promising layer of support that is still under consideration.

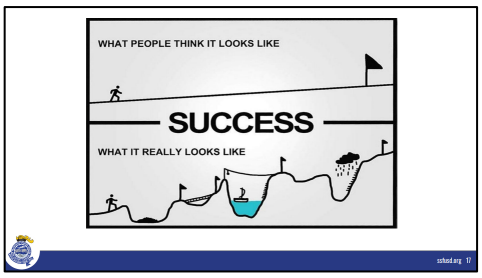


Success Measures

Brockmeyer emphasized the importance of identifying pilot materials that closely align with the district's curriculum priorities. He reiterated the need for K through 5 alignment in any adoption recommendation and the value of having a full K through 5 team involved in the process. He noted that professional learning will remain a cornerstone, highlighting the positive feedback received this year, particularly regarding the partnership with SVMI, which the district intends to continue next year. Additionally, he pointed to a focus on continuous improvement cycles at elementary sites as a key strategy to support instructional shifts in math classrooms.



Lastly, he reminded everyone that success is not a straight line. He acknowledged that the process will have its ups and downs, but emphasized the importance of continued learning and growth. He stated that the district has already learned a great deal and will keep moving forward by engaging educators throughout. He expressed appreciation for the time and feedback provided by teachers and reiterated confidence that, despite the challenges, the district will ultimately arrive at a recommendation that is best for students and supported by the pilot team.



Trustee Richardson inquired about the current rollout of the math program. She noted that it began with grades 3 through 5 and wanted to know what kind of math instruction students in grades 5 through 8 would be receiving. Brockmeyer clarified that students in grades 6 through 8 will be implementing a new curriculum next year, covering from sixth grade through Algebra 2. He explained that grades 3 through 5 had been part of the initial pilot, but now, under the new proposal, those teachers would be included in a kindergarten through fifth grade pilot team. He confirmed that if the board moves forward with the proposal, all students in grades K through 5 will participate in a pilot process while students in grades 6 through 8 will implement newly adopted materials.

Trustee Richardson responded that she had not heard him mention grades 6 through 8 earlier and had been concerned about what would happen to students moving up from fifth grade. She was worried there might be instructional gaps, especially since the presentation also addressed the high school level. Brockmeyer reassured her that the goal is to ensure that what is taught in kindergarten through the upper elementary grades prepares students for middle and high school. While the materials used do not need to be identical across all grades, they will be aligned to the district's curriculum priorities to ensure coherence and alignment from kindergarten through high school.

Trustee Lam began by thanking the team for their extensive work, acknowledging the complex issues and behind-the-scenes efforts involved. She expressed appreciation for the recommendations provided but also voiced her concerns, particularly regarding the delay in implementation. She described the delay as disappointing, noting that students are waiting for change and that there has already been anecdotal evidence indicating positive impacts from pilot classrooms. She stressed that delay for delay's sake is not acceptable and emphasized the urgency of progress. She reflected on

whether the challenges were more related to the California Math Framework than the curriculum itself. She pointed out that throughout the process, it sometimes seemed as if the curriculum was being blamed when, in fact, the tension might stem from adapting to the expectations of the new framework. She asked whether the proposed approach is trying to separate those issues, framework vs. curriculum.

Brockmeyer responded that the district has learned the importance of supporting educators in preparing for implementation. Although high-quality materials are not currently in place and won't be for next year, there is consensus among the pilot team and elementary educators that new curriculum is necessary. He said the focus is on instructional practices that will be part of whatever curriculum is ultimately chosen. Next year will be dedicated to supporting those instructional shifts across elementary classrooms to ensure teachers are better prepared when new materials are implemented. He emphasized that while the curriculum selection is still in progress, professional development will continue in parallel. He acknowledged the current curriculum does not support the desired instructional routines well, reinforcing the need for significant change. He added that discomfort is expected and that ongoing support will help educators grow in their practice.

Trustee Lam responded that the plan, with its focus on practice and support, helped her feel "okayish" with the direction, as it aligns with the state's push for a new instructional approach. She then raised concern about the potential for further delays if the state-approved materials list does not come out in time. She expressed worry that implementation could slip to 2027 instead of 2026. She also asked whether the extended piloting of the IM curriculum might make the shorter winter pilot timeline more feasible, given that IM has already been tested.

Brockmeyer acknowledged that piloting is a process of deep professional learning. He said the team did an excellent job this year supporting the pilot educators and that additional development time is necessary. He stressed that any adopted curriculum must be on the forthcoming state-approved list, which is why waiting for it is important. He recognized that many things could go wrong, but said the team is taking its direction from the Board. If the expectation

is to move forward with a decision next year, they will work aggressively toward that goal. He added that joining the state-supported cohort of 12 districts offers the benefit of navigating this process collectively. The cohort's proposed timeline is to bring forward a recommendation in spring 2026. While this timeline is aggressive, he said it is necessary, and if the Board signals urgency, the team is ready to respond. He acknowledged that selecting the materials is the easy part, implementation is the true challenge. With an additional year to prepare, the district will be better equipped to support a broader group of educators at the elementary level, applying lessons learned from the secondary-level implementation.

The Board recessed at 8:27 p.m. for a break and reconvened at 8:37 p.m.

Trustee Hsieh thanked the team for their great work and expressed appreciation for the adoption of the secondary math curriculum. She asked two questions: what were the factors preventing the decision to adopt a curriculum for grades 3 to 5, and what is the specific reason the district is now moving to a K–2 pilot. Brockmeyer responded that the decision was based on all available data, with input gathered over several months. He explained that he, Sathya, and Karie participated in almost every session with educators, listening to feedback on curriculum alignment, priorities, needs, and support concerns. Dr. Moore also joined for one session. Brockmeyer emphasized the importance of building trust with elementary educators and ensuring they feel heard and supported. He noted that a key goal this year was to provide sustained, deep support, and that progress is being made. After reviewing the data and reflecting on readiness, the team concluded more time is needed to prepare for successful implementation.

Trustee Hsieh inquired for specific factors that led to the conclusion that the district is not ready to adopt. She pointed out that this was also the case last year, despite support provided throughout the year, and asked what specific data led to the decision. Sathya responded by referring to Trustee Lam's observation that much of the feedback pointed to a lack of alignment or understanding of the standards and framework. She shared that a colleague recently found a packet from the last district-wide elementary math professional learning in 2014. Since then, other than the 80

minutes given this year, there had been no district-wide engagement for teachers in learning around the standards. She recalled that back then, the district had SVMI work with teachers and adopted a curriculum labeled as Common Core aligned, which over time has proven not to be truly aligned. She emphasized the idea of “going slow to go fast,” describing the district’s current situation. Two years ago, a landscape analysis was completed, and last year, a K–5 pilot was conducted. The results were similar to now: some teachers saw value in the curriculum, while others were not ready to shift their instruction. Repeating the pilot brought the same mixed results. Sathya stated that even if the curriculum is known to be good and aligned, forcing its implementation would not be in the best interest of students. She said that when many teachers do not like, understand, or feel ready for a curriculum, student learning could suffer more than with a less ideal curriculum that teachers have learned to supplement over time.

Trustee Hsieh followed up by asking whether Sathya was referring to the current curriculum when saying it was not aligned to the standards. Sathya confirmed that she was referring to Math Expressions, which is currently in use and does not meet EdReports standards. She explained that EdReports did not exist the last time the district piloted curriculum eight or nine years ago, and there was no similar rigorous vetting process back then. She clarified that Illustrative Mathematics is aligned to the standards and that every grade level includes content designed to teach to those standards. She referenced a previous comment from President Anthony noting that people say Illustrative Mathematics is either too hard or too easy, which is likely because the current curriculum and others being replaced in middle and high school have lessons that are either below or above grade level.

Trustee Hsieh then noted that the situation now seems the same as last year despite the support provided, which didn’t make sense to her. Sathya explained that what’s still missing is sufficient professional learning and support to help teachers really understand the shifts in the standards and the framework. That need has been built into next year’s plan, which is what will make the difference.

Brockmeyer added that even this year, less than 10% of total

professional learning time was spent supporting elementary educators with SVMI and the framework. He shared that some educators didn't even know a new math framework existed and needed grounding in understanding the standards and what they look like in practice. He pointed out a key difference with secondary educators, who typically have math degrees and a strong mathematics background, whereas in elementary, part of the challenge is building confidence in teachers as "maththers". He emphasized that everyone has the ability to do this work, but it takes time, energy, and support to build confidence and structures. Additionally, he stressed that the district is absolutely moving forward in shifting math practices in classrooms, and those shifts will benefit all elementary classrooms. However, readiness for implementation and fit are critical. He reiterated Sathya's point that placing materials in the hands of teachers who are not bought in or don't understand them could do more harm than good. Therefore, the priority remains to ensure teachers are ready and that high-quality materials lead to high-quality math learning for students.

Trustee Murray expressed appreciation for the thoughtfulness and regrouping shown when consensus was not reached and for the outlined next steps. However, she shared her disappointment that the district did not move forward with IM She explained that her understanding was that IM builds the foundational skills needed for upper grades (6–12), which is why the district was pursuing it for lower grades as well. For that reason, she was disappointed with the decision not to adopt it at this time. She then asked if there is another curriculum that would similarly build those foundational skills. Brockmeyer responded that there are other curricula available that, if aligned to the district's identified curriculum priorities and the state framework, would share similarities with Illustrative Mathematics. He noted that the board could choose to direct staff to continue vetting IM, acknowledging that it is considered a high-quality curriculum by external evaluators. He emphasized that the district is implementing IM from grade 6 through Algebra 2, and having coherence from K through Algebra 2 would be ideal. However, he reiterated that there are other curricula with similar strengths. As the district engages in next year's professional learning especially focusing on math language routines, they expect to see those practices reflected in whatever curriculum is ultimately adopted, as long as it aligns

with both the district's priorities and the framework.

President Anthony expressed appreciation for the alignment of thoughts among the trustees and began by asking whether there was a sense of what the California state-approved curriculum list would look like and whether IM would be on it. Brockmeyer responded that all publishers who have submitted curriculum for approval are viewable, and the official list will be published in November. He affirmed that IM is on the list and is expected to be approved, especially as it was developed by a contributor to the California State Standards. He added that the state list serves as a baseline, and any chosen curriculum must also meet high-quality standards, such as those set by EdReports.

President Anthony then asked whether IM meets the district's stated priorities, and Brockmeyer confirmed it does. She followed by raising concerns about the feasibility of the proposed aggressive pilot timeline, questioning if only one or two modules would be tested over four to five weeks. Brockmeyer acknowledged the timeline was aggressive, especially starting in January, but said it was doable with adequate support. He emphasized that the partnership with UnboundEd would provide critical support, along with alignment and shared experiences with 11 other districts.

President Anthony inquired whether the UnboundEd partnership would require piloting IM in K–2 and if more than one curriculum could be piloted. Brockmeyer confirmed multiple materials could be piloted and that UnboundEd would support K–5, not just K–2. Initially, the district focused on K–2 due to their pilot schedule, but the expanded support would apply to the full K–5 spectrum.

President Anthony then asked whether it was more important to have one aligned K–5 curriculum or if a split between K–2 and 3–5 could still be effective. Brockmeyer responded that it was clearly heard from educators that K–5 coherence was important and that he supports that alignment. While implementation with different curricula is possible, citing the science implementation with three distinct publishers, it adds complexity. He emphasized that a unified K–5 curriculum is ideal and reflected concern voiced by the 3–5 pilot team about the impact if K–2 doesn't adopt IM, which builds progressively from kindergarten.

President Anthony asked about past opposition among K–2 teachers to the adoption and what factors contributed. Brockmeyer deferred to Sathya for more clarity, who explained that a central challenge in K–1 was the use of learning centers, which are embedded into IM lessons and require hands-on, cooperative play. She described how this was common pre-COVID, but post-COVID practices like sanitizing and distancing made it difficult to reintroduce. Many teachers were still cautious about shared materials, and the return to pre-pandemic routines had been gradual.

President Anthony then confirmed with staff whether it was possible to continue implementing the new math instructional shifts using the updated framework even with the current materials. Brockmeyer confirmed that it was indeed the plan, though more challenging without aligned curriculum, the district is committed to supporting teachers' understanding of effective math practices. Sathya added that the district's collaboration with the SVMI provides access to supplemental materials. While not as integrated as a full curriculum, these resources, including math talks and tasks, will be used to support professional learning and classroom instruction.

President Anthony revisited her four guiding principles from the 6–12 curriculum adoption: students are not succeeding in math, they deserve high-quality curriculum and instruction, the focus must stay on achievement, and belief in students' ability must be backed by the right tools. She recalled attending a BayEd Fund Family Fellows session with Trustee Richardson, where families criticized the district's lack of belief in their children and insufficient support. Those same families later said the piloted curriculum was helping, yet the district is poised to spend another year using outdated materials that have failed to raise achievement or readiness for advanced math. She expressed deep disappointment but stressed the need to find a path forward. She noted that despite a year of piloting and instructional shifts, teacher feedback remains split 50/50. She questioned how to weigh opposing views and urged the Board to move forward despite the division.

President Anthony reflected on whether the true barrier is trust, training, or the curriculum. If it's trust, instructional coaches can help. If it's training, efforts like the Silicon Valley

Math Initiative should address it. She does not believe the curriculum is fundamentally inadequate. She highlighted improvements seen in math walk observations: student collaboration, real-world learning, sustained discussions, and conceptual understanding. Even some opposing teachers and many parents, especially of English learners, recognized gains. However, concerns about procedural fluency remain, and she suggested addressing that with supplemental practice. Referencing a teacher's comment about the district seeking a silver bullet, she acknowledged there isn't one, but asserted that the district can meet the moment by investing in site resources, building instructional capacity, and supplementing as needed. President Anthony emphasized opposing another year of piloting, emphasizing the urgency and the extended timeline already spent. She directed superintendent, Dr. Moore to return on June 12 or June 26 with a recommendation to adopt the IM curriculum for grades 3–5 starting in the 2025–2026 school year.

Dr. Moore opened the discussion by seeking input from the board on whether staff should return with a recommendation for grades 3–5. Trustee Hsieh expressed support. Trustee Murray raised concerns about moving forward without sufficient support, as it could hinder implementation. President Anthony asked whether more support could be anticipated next year, and Trustee Murray noted that next steps had been outlined and that she supported joining the cohort, deferring to the board.

Trustee Richardson emphasized that state involvement might place the district in a queue again and highlighted the value of professional support seen in similar housing cohort workshops. She was impressed by the complex math problems sixth graders were already solving and noted that this type of instruction aids writing skills. She argued the change is necessary for progress and equity while stressing that the new approach aims to uplift those traditionally left behind. She confirmed her support for bringing back a proposal for grades 3–5.

Dr. Moore acknowledged the support from three trustees and asked for input from Brockmeyer and his staff on the logistical challenges of a June decision. Brockmeyer noted concerns about getting materials to educators by August and providing professional learning in time. While he believed

implementation was possible, he emphasized the aggressive timeline and the need to consult with the publisher.

Trustee Lam expressed surprise that three trustees already supported the proposal and commended President Anthony for clearly laying out the case. She reflected on the teacher feedback, her own concerns about “curriculum shopping,” and the need to align with state frameworks. She expressed cautious support for moving forward, noting IM has followed the state framework for years.

Trustee Murray inquired about curriculum adoption duration (eight years) and estimated cost of IM (about $2.5 million for secondary, likely slightly more for grades 3–5). She recalled the saying “go slow to be intentional” and stressed the need for teacher buy-in due to the financial and time commitment. She expressed concern that rushing could lead to poor outcomes.

President Anthony respected that view but shared her experience as a teacher who valued consistent curriculum tools. She warned that total teacher consensus may never come and likened the situation to trying to please everyone with different preferences.

Trustee Murray asked about teacher support levels. Brockmeyer explained it was a consensus process where scores of three or above indicated support; the result was roughly 50/50. Trustee Murray noted many teachers preferred traditional math practices like repetition and memorization, and she believed more time and training could help them understand the value of the new math approach. She expressed disappointment because she believed adopting IM K–12 would offer the best outcomes, allowing students to develop a consistent foundation and succeed in high school math. However, with teachers not fully supporting IM, she emphasized the need to bring more of them on board.

Brockmeyer pointed out that elementary teachers, unlike secondary, juggle multiple subjects. They are currently implementing new science and literacy curricula and have limited planning time. He acknowledged the challenges of changing from traditional, recipe-like math to an approach requiring deeper understanding and exploration but maintained it was doable.

Trustee Hsieh asked Dr. Moore for her thoughts. Dr. Moore responded by expressing a strong sense of urgency to do right by students. She acknowledged the split among teachers, half in support and half not ready, and emphasized the importance of being responsive to students and families, especially those from marginalized communities who are seeing more success. While recognizing the process may be messy and time may be short, she affirmed that if it's the Board's direction, staff will find a way forward. She noted that teaching is deeply personal and change can be difficult, but staff will provide the necessary information and recommendations and follow the Board's lead.

Dr. Moore confirmed that she heard support from three and a half trustees for moving forward and asked if the Board wanted staff to return with a recommendation for grades 3–5. Trustee Richardson raised concerns about the teachers who prefer the current methods and asked how they would be supported. Dr. Moore responded that the district would need to provide professional learning, involve school leaders, and create space to bring hesitant staff along, acknowledging it won't be easy but must keep students at the center.

Trustee Richardson added that after observing students at Conway and Vista engaging with the new curriculum, she became a supporter of the shift. Dr. Moore confirmed that she understood the Board's directive.

Brockmeyer stressed the need to place the item on the next agenda and begin work quickly, particularly regarding the K–2 team. He asked if the board had any direction, noting K–2 had not piloted this year and alignment is important.

President Anthony revisited the original partnership plan, which started as K–2 and expanded to K–5. She asked Brockmeyer to clarify the partner's definition of a "pilot." Brockmeyer explained that their definition involves reviewing materials thoroughly without necessarily using them in classrooms. He noted that some districts adopt materials without classroom use, and in some states this is illegal. He confirmed that all materials aligning with district priorities, aside from IM, would be reviewed.

Trustee Hsieh suggested that the recommendation about K–

2 should come from Dr. Moore at a later time, stating that the board does not yet have sufficient information to give direction. Dr. Moore agreed, acknowledging the importance of coherence and stating that the team would take that into consideration. She affirmed that they would include this in a future recommendation and reassured the board that it's appropriate not to give direction without sufficient context. She confirmed they would bring this back.

O. PRESENTATION WITH POTENTIAL ACTION – None

P. CONSENT AGENDA

MOTION #118 (Hsieh/Murray) to approve items: 1a. Minutes of the April 24, 2025 Regular meeting; 1b. Minutes of the May 8, 2025 Regular meeting; 1c. Minutes of the May 10, 2025 Special meeting; 2a. Permission for SSFHS Students and Staff to Travel for National History Day Competition at the University of Maryland, College Park, MD, June 8–12, 2025; 3a. Certificated Personnel Assignment Order; 3b. Classified Personnel Assignment Order; 3c. Destruction of Class 3 Disposable Records; 4a. Purchase Order Listing, March 2025; 4b. Warrant Register, March 2025; 4c. Cash Receipts, March 2025; 4d. Declaration of Surplus Items; 4e. Gifts to the District; 4f. Fundraising events for the 2024-25 school year; 4g. Professional services agreements under $25,000. Motion Carried. (Unanimous)

INFORMATION/DISCUSSION

1. BUSINESS SERVICES

a. May Revision of the Governor's Budget

Assistant Superintendent Ted O provided an update on the Governor's 2025–26 May Revision Proposal. On Wednesday, May 14, Governor Newsom released his revised State Budget proposal for the upcoming fiscal year, commonly referred to as the May Revision. This is the Governor's final opportunity to update his economic outlook before the State budget is finalized in June. Ted noted that this remains a proposal for now, and we anticipate some adjustments before the final budget is adopted. My team and I participated in a virtual workshop hosted by School Services of California to review the details of the May Revision, which we'll be using to inform the development of our District's 2025–26 budget.

Overview

- In Governor Newsom's press conference, he noted that California has advanced from the fifth to the fourth largest economy in the world while highlighting the high level of uncertainty in both the California and national economies.
- The 2025-26 May Revision provides that the risks related to substantial changes in federal policy have now become a reality, driving a downgrade in both economic and revenue forecasts.
- Specifically, broad elevated tariffs, strict immigration policies, and cuts to the federal workforce are mentioned as a cause of a "significant dampened outlook" since the release of the Governor's Budget in January.
- Due to the increased expenditure growth above the Proposed 2025-26 State Budget projection, the State now faces an estimated $12 billion budget shortfall.
- This will require the State to make difficult but necessary decisions to reduce ongoing expenditure growth to maintain budget resilience and stability for critical State programs.
- Regardless of the shortfall, the 2025-26 May Revision continues to support TK-12 education initiatives and reflects the full implementation of Transitional Kindergarten, full funding for school meals for all, and free access to expanded school day and school year enrichment and academic support for thousands of students.
- The May Revision resolves the dual problems of lower revenues in 2025-26 and increased health care and other costs in the current and near term through a combination of reductions, borrowing, funding shifts, Proposition 98 school funding manipulation, and expenditures that would only be activated if sufficient revenues materialize.
- Tonight, I will be providing an update on some areas of the proposed budget and its impact on education.

Proposition 98 Minimum Guarantee

- For the Proposition 98 Minimum Guarantee, which determines the State funding for education, the Governor's May Revision maintains the Governor's Budget proposal from January to delay fully funding the 2024-25 minimum guarantee to TK-12 and community college agencies to mitigate against the risk of providing more funding to education than the California Constitution requires.
- In January, the Governor proposed delaying $1.6 billion of the 2024-25 guarantee.
- At the May Revision, the delayed amount is now proposed at $1.3 billion, a reduction of $0.3 billion.
- California School Boards Association and others are concerned with this manipulation of Proposition 98 obligation by the Governor and will

likely take legal action should this be part of the final enacted state budget.

- In addition, the May Revision also includes a shift in how transitional kindergarten expansion funds are distributed between TK-12 school districts and community college districts.
- This "Re-benching" will increase the TK-12 share by a proposed $492.4 million and making an equal reduction for community college districts.
- The May Revision also proposes to institute new deferrals.
- For TK-12 agencies, the May Revision proposes deferring $1.8 billion in LCFF funding from June 2026 to July 2026.

Proposition 98 Rainy Day Fund

- For Proposition 98 Raining Day Fund, the May Revision maintains the full withdrawal of the $8.4 billion balance from 2023-24.
- Due to changes in capital gains revenue, the May Revision reduces the mandatory deposit into the Public School System Stabilization Account (PSSSA) in 2024-25 from $1.2 billion to $540 million.
- In 2025-26, rather than deposit an additional $376 million, the drop in the Proposition 98 guarantee triggers a mandatory withdrawal from the PSSSA, which will completely deplete the Public School System Stabilization Account or Rainy Day Fund.

Local Control Funding Formula (LCFF)

- On the Local Control Funding Formula, the Governor proposes to fully fund a COLA of 2.30%, which is slightly less than the 2.43% COLA in his 2025-26 Proposed Budget.
- Lucky for us, this does not impact our school district because we are a "Basic Aid/Community Funded" school district, which means we get the bulk of our revenue from property taxes and not from the State.

CalSTRS and CalPERS (Employee Pension)

- The employer rate for CalPERS (California Public Employees' Retirement System) would decrease from 27.05% to an estimated 26.81% in 2025-26, a decrease of about a quarter percent (0.24%).
- And the employer rate for CalSTRS (California State Teachers' Retirement System) would remain the same from prior year at 19.10%.
- This would be a savings to our district.

Universal Transitional Kindergarten

- The Governor's May Revision proposal includes a total of $2.1B ongoing for full implementation of Universal Transition Kindergarten in 2025-26
- This is slightly lower than his original proposal of $2.4B.

- He also wants to provide a total of $1.2B ongoing to reduce the students-to-adult ratio to 10:1 from the current 12:1 starting in 2025-26.
- This is also slightly lower than his original proposal of $1.5B.
- This funding is not provided to our school district or any “Basic Aid/Community Funded” school districts.

Student Support & Professional Development Discretionary Block Grant

- The Governor’s Proposed Budget includes several one-time funding grants.
- One of them is called **Student Support & Professional Development Discretionary Block Grant.**
- These are basically discretionary funds to help the rising costs the district is facing.
- He is proposing to allocate $1.7 billion for this new one-time block grant, which is slightly lower than the $1.8 billion he originally proposed.

Learning Recovery Emergency Block Grant

- Another one-time block grant he is proposing is the **Learning Recovery Emergency Block Grant**
- The Governor wants to provide $378.6 million for this block grant.
- This block grant, initially established in the 2022 Budget Act, supports learning recovery initiatives through the 2027-28 school year.
- The May Revision proposes no changes to his original January proposal for 2025-26.

Educator Investments

- For educator investments, the Governor modifies the investment in supporting teachers and the educator pipeline by repurposing the January State budget proposal for $150 million one-time funds for the Teacher Recruitment Incentive Grant Program to instead provide $100 million in one-time funds for student teacher stipends.

Literacy Investments

- In terms of Literacy Investments, the May Revision continues the investments identified in the Governor’s Budget and adds additional funds to ensure aligned implementation of California’s research-based English Language Arts/English Language Development Framework, the Statewide Literacy Network, and adds a Statewide Mathematics Network.
- The May Revision adds $200 million one-time funds to support evidenced-based professional learning for elementary school educators and $10 million one-time funds for a County Office of Education to partner with the University of California, San Francisco

Dyslexia Center to support the Multitudes screener, which is free to California public schools.

Early Childhood Education

- Under Early Childhood Education, the May Revision proposes to suspend the Cost-of-Living Adjustment (COLA) in 2025-26 for the California State Preschool Program and child care to help address the budget shortfall.
- This is a reduction of $19.3 million in ongoing Proposition 98 general fund resources and $10.2 million in ongoing State General Fund resources.

Universal Meals Program

- On the Universal Meals Program, the Governor is proposing $90.7 million in additional ongoing funding to fully fund this program in 2025-26.

Summary

- Again, these are just proposals from the Governor at this time.
- From here, the Legislature (State Senate and State Assembly) will work with the Governor to iron out their differences before they vote to approve the budget.
- The California Constitution requires the Legislature to send a balanced budget to the Governor by June 15 for signature.
- The final State adopted budget may look different from what is proposed by the Governor in the May Revision.
- We will see what happens when the final State budget is signed.

ACTION

1. ADMINISTRATION

a. Resolution No. 25-45 for Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month

Trustee Richardson read the resolution.

MOTION #119 (Murray/Richardson) to approve the adoption of Resolution # 25-45: in support of 2025 LGBTQ+ Pride Month. (AYES: Richardson, Hsieh, Lam, Murray, Anthony; NOES: None). Motion Carried. (Unanimous)

2. EDUCATIONAL SERVICES

a. Approval of Agreement with Welldom

MOTION #120 (Lam/Hsieh) to approve the agreement with Welldom, a CDE-Approved Non-Public Agency, for Specialized Staffing Services for the 2025–2026 School Year. Motion Carried. (Unanimous)

b. Approval of MOU with Cabrillo Unified School District

Trustee Lam asked about the fiscal agent for the grant, noting that Cabrillo Unified is listed. Dr. Moore explained that in the previous five grant rounds, the district partnered with San Mateo County, which served as the fiscal agent. However, the County Office of Education decided not to apply for round seven. As a result, the district partnered with Cabrillo Unified, which has the capacity to take on the fiscal agent role for the current round.

MOTION #121 (Murray/Richardson) to approve the Memorandum of Understanding with Cabrillo Unified School District for Participation in the K12 Strong Workforce Program – Round 7 effective May 1, 2025 through June 20, 2027. Motion Carried. (Unanimous)

c. Approval of World Language Textbook Adoption

MOTION #122 (Murray/Hsieh) to approve the adoption for the Vista Higher Learning World Language instructional materials for implementation beginning in the 2025 – 2026 school year. Motion Carried. (Unanimous)

3. HUMAN RESOURCES

a. Approval of the MOU with the SSFCTA for the CCAP Partnership Program (Evaluation)

MOTION #123 (Murray/Hsieh) to approve the Memorandum of Understanding with the South San Francisco Classroom Teachers Association for the College and Career Access Pathway Partnership Program (Evaluation) for the 2025-2026 school year. Motion Carried. (Unanimous)

b. Approval of the MOU with the SSFCTA for the CCAP Partnership Program (No Evaluation)

MOTION #124 (Lam/Murray) to approve the Memorandum of Understanding with the South San Francisco Classroom Teachers Association for the College and Career Access Pathway Partnership Program (No Evaluation) for the 2025-2026 school year. Motion Carried. (Unanimous)

c. Approval of the MOU with the SSFCTA for the SSP Emergency Response Pathway

President Anthony shared she is excited about this program.

MOTION #125 (Murray/Hsieh) to approve the Memorandum of Understanding with the South San Francisco Classroom Teachers Association for the Specialized Secondary Programs Emergency Response Pathway for the 2025-2026 school year. Motion Carried. (Unanimous)

d. Approval of the MOU with the SSFCTA for the GSPP Patient Care Pathway

MOTION #126 (Lam/Murray) to approve the Memorandum of Understanding with the South San Francisco Classroom Teachers Association for the Golden State Pathways Program Patient Care Pathway for the 2025-2026 school year with a correction to reflect the amount as ten thousand dollars, not ten hundred as stated in the memo. Motion Carried. (Unanimous)

e. Approval of the Instructional Coach Job Description

MOTION #127 (Hsieh/Murray) to approve the job description for the Instruction Coach, effective for the 2025-2026 school year. Motion Carried. (Unanimous)

4. BUSINESS SERVICES

a. Resolution No. 25-44 support of Workforce Housing Legislation: AB 1021 and AB 1381

MOTION #128 (Richardson/Hsieh) to approve the adoption of Resolution #25-44: in support of the Workforce Housing Legislation, Assembly Bills 1021 and 1381 and to waive the reading. (AYES: Richardson, Hsieh, Lam, Murray, Anthony; NOES: None). Motion Carried. (Unanimous)

b. Approval of Agreement with Anchor Relocation Service, Inc.

Trustee Richardson asked if the current item is in addition to the $10 million recently approved for the new kitchen. Mr. O confirmed that it is separate. President Anthony clarified that the $10 million was for construction, while the current expense covers the moving and storage of large kitchen equipment. Mr. O explained that various items, such as mobile racks, food warmers, salad bar stands, and wire shelving units, need to be carefully stored during the project. Trustee Richardson asked if this includes equipment from the large kitchen project at El Camino. Mr. O clarified that the permanent equipment from that project will remain onsite and is not part of the current move.

MOTION #129 (Hsieh/Murray) to approve the agreement with Anchor Relocation Service, Inc. for moving services and off-site storage related to the El Camino High School Central Kitchen and Cafeteria Project, in the amount of $128,518.50. Motion Carried. (Unanimous)

c. Approval of Contract Proposal with Cumming Group

MOTION #130 (Murray/Hsieh) to approve the contract proposal from Cumming Group for construction management services for the El Camino High School, Parkway Heights Middle School, and District Office Summer Projects, in the amount of $40,437. Motion Carried. (Unanimous)

d. Approval of Amendment #1 with ProTech Consulting and Engineering

MOTION #131 (Lam/Hsieh) to approve the Amendment No. 1 to the Independent Consultant Agreement with ProTech Consulting and Engineering, Inc., for additional hazardous materials consulting services to address newly identified areas of concern related to the Westborough Middle School Field and Pavement Improvements Project, in the amount of $5,285.00. Motion Carried. (Unanimous)

e. Approval of Contract Award to Zone 4 Construction Inc.

MOTION #132 (Murray/Hsieh) to approve the contract for the District Office Main Entrance Accessibility Project to the lowest responsive, responsible bidder, Zone 4 Construction Inc., in the amount of $544,813. Motion Carried. (Unanimous)

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

President Anthony noted the math adoption will be added.

June 12, 2025

- Presentation on 2025-26 LCAP draft plan
- Presentation on 2025-26 Preliminary Budget
- Public Hearing 2025-26 LCAP draft plan
- Public Hearing 2025-26 Preliminary Budget
- Approval of Local Indicators
- Approval of SMCOE Induction Program agreement for 2025-26
- Approval of updated Board Governance Handbook
- Approval of Board of Trustees Compensation increase for 2025-26
- Approval of supplementary instructional materials
- Approval of the agreement with Newsela for the 2025-26 school year
- Approval of Scoot Education MOU
- Resolution on Budgetary increases and year end transfers

June 26, 2025

- Presentation on Counseling and Safe School Advocates Services and approval for 2025-26
- Presentation on SLO MOU with student data
- Information on Daybreak Mental Health and approval of MOU
- Approval of SMCOE Outdoor Education dates for 2025-26
- Approval of Paper Education Company agreement for 2025-26
- Approval to increase facility use fees for 2025-26
- Approval to increase District rental/leasing rates for 2025-26
- Adoption of 2025-26 LCAP
- Adoption of 2025-26 Preliminary Budget
- Approval to continue NPS contracts for 2025-26
- Resolution on Education Protection Account Funds

July 10, 2025

- Presentation on Information Technology Department
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Approval for Superintendent to participate in 2025-26 conferences and

seminars
- Approval of Children's Center Program annual self-evaluation reports for 2025-26
- Williams report for 4th quarter ending 6/30/25

August 14, 2025
- Introduction of Student Trustees/ASB High School Presidents
- Presentation on Summer School
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2025-26
- Approval of San Mateo Co. 2025-26 CSPP preschool contract
- Approval of Consolidated Application and Reporting System Spring 2024 data collection
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution for Attendance Awareness Month (September)

September 11, 2025
- Teaching and learning presentation – Martin ES
- Presentation and approval of year end unaudited actuals
- Discussion of October 23 Community Forum topic(s)
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Approval of Renaissance Learning agreement renewal for 2025-26
- Approval of Air Tutors for 2025-26
- Resolution on GANN limit

September 25, 2025
- Teaching and learning presentation – Parkway Heights MS
- Approval of San Mateo Co. 2025-26 CSPP preschool contract
- Update on enrollment for the 2025-26 school year
- Update on Safe School Plans
- Resolution honoring Filipino American History Month (October)
- Approval of the Board Governance calendar for 2025-26
- Approval of SMCOE Induction Program (BTSA) agreement for services in 2025-26
- Resolution for California Week of the School Administrator (October)

October 9, 2025
- Teaching and learning presentation – Los Cerritos ES
- Teaching and learning presentation – Children's Center
- Presentation on Genentech and Science
- Presentation on Fiscal Services
- Williams report for 1st quarter ending 9/30/25
- Update on OpTerra Energy solar savings

- Resolution honoring Native American and Alaska Native Heritage Month (November)
- Approval of Local Indicators
- Approval of ESSER III Expenditure Plan for 2025-26

October 23, 2025 - *Community Forum*

- Topic(s) TBD
-

November 13, 2025

- Teaching and learning presentation – Ponderosa ES
- Presentation on Assessment/Accountability (CAASPP, CAST)
- Approval of Star Vista Early Childhood Mental Health Consultation Ser. agreement for 2025-26
- Update on Safe School Plans
- Public Hearing on Educator Effectiveness Block Grant

December 11, 2025

- Teaching and learning presentation – Sunshine Gardens ES
- Presentation on Performance Management - CTE
- Approval of San Mateo Co. QRIS block grant for 2025-26
- Presentation and approval of First interim budget report “positive certification”
- Resolution for School Board Recognition Month
- CSBA Delegate Assembly nomination(s)
- Approval of the Effectiveness Educator Block Grant
- Approval of 2026 Summer School Program

December 16, 2025 *- Reorganization meeting*

- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- Selection of Trustees to District sub-committees/committees

SUMMARY OF BOARD DIRECTIVES

The Board directed staff to return with a recommendation for math adoption for grades 3–5 at one of the June Board meetings.

GOOD AND WELFARE

Trustee Richardson shared that she and Trustee Lam attended the Middle College celebration, where Mr. Hannon and Dr. Hew were also present. She reflected on how the event improves every year. She highlighted seeing former students and hearing a report from a Morehouse College student who earned straight A's. Last year's event had a family feel, especially with Director Goodman, the program director, and her twin sons graduating. She also attended the Awards Night, where Josephine Harsana received a scholarship and the Rotatory presented $60,000 in grant awards given to students. This year, students will also receive the Seal of Biliteracy on their diplomas, indicating proficiency in more than one language, with Italian, Spanish, and one instance of Russian being represented. Trustee Richardson noted the growing bilingual nature of the community and closed by wishing everyone a nice summer and holiday.

Trustee Lam wished everyone a happy Memorial Day and summer, and shared her experience attending the Middle College graduation, her first event at Skyline College. She appreciated the invitation from Director Goodman and highlighted Dean Lauren Ford's remarks, noting around 50 students graduated. With graduation season underway, she plans to attend ceremonies at Skyline Elementary, Spruce Elementary, and Westborough Middle School, where her son Aiden is graduating 8th grade. She also joined a field trip with Monte Verde second graders to Elkus Ranch, their first since COVID. She reflected on previously attending with her son and appreciated Monte Verde's volunteer brunch. She gave a shout-out to the Westborough 8th grade dance committee for organizing a successful glow-themed dance, despite the stress of planning. Trustee Lam concluded by mentioning upcoming groundbreakings: the central kitchen on June 6 and Westborough Middle School fields on June 9.

Trustee Murray extended warm wishes to all graduating seniors and students being promoted this year, hoping they have a wonderful time and a great summer.

President Anthony acknowledged the community teams involved in the Purposeful Partnerships event held the previous week, calling it a wonderful gathering of community partners with great presentations and a strong sense of connection. She congratulated the planning committee and noted the upcoming promotions and graduations. She also recognized that the board's decision that evening might not satisfy everyone, but affirmed it was made in service of students.

ADJOURNMENT – 10:01 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

James Briano, El Camino High School Principal

DATE: June 12, 2025

RE: Permission for one ECHS Science teacher to attend the 2025 HHMI SEA-PHAGES Phage Discovery Workshop hosted on July 12-18, 2025 and the Phage Genomics Workshop in December.

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:

Howard Hughes Medical Institute's (HHMI) SEA-PHAGES (Science Education Alliance-Phage Hunters Advancing Genomics and Evolutionary Science) is a two-semester, discovery-based undergraduate research course that begins with simple digging in the soil to find new viruses but progresses through a variety of microbiology techniques and eventually to complex genome annotation and bioinformatic analyses. SEA-PHAGES is jointly administered by Graham Hatfull's group at the University of Pittsburgh and the Howard Hughes Medical Institute's Science Education division. Biotechnology 5-6 (BTEC 480/484) is a dual-enrollment course and part of the SEA-PHAGES program under Skyline College. Joining the SEA-PHAGES program will allow students and faculty to expand our network and publish their research. New faculty from the SEA-PHAGES program attend the Phage Discovery Workshop hosted on July 12-18, 2025 and the Phage Genomics Workshop on December 12-16, 2025 (tentative) at the University of Baltimore, MD. One El Camino High School faculty member, Mr. Michael Anthony Diaz, requests to attend the meetings in Maryland.

FISCAL IMPLICATIONS:

Estimated costs for 1 staff member to attend the HHMI SEA-PHAGES Phage Workshop in Baltimore, MD, July 12 – 18 and December 12 – 16, 2025.

HHMI will cover all costs related to registration, airfare, lodging, and meals. Staff compensation will be funded through the Futurelabs grant, with estimated payments based on 6.5 hours per day at a rate of $60/hour. For the July session, compensation is projected at $2,340 (6.5 hours/day × 6 days), and for the December session the estimate is $1,950 (6.5 hours/day × 5 days).

Total Estimated Costs: $4,290.00

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Mr. Diaz, El Camino High School teacher, to attend the HHMI-sponsored professional development meetings at the University of Baltimore, Maryland, from July 12–18, 2025, and December 12–16, 2025 (tentative).

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 12, 2025

RE: Approval of SMCOE Contract with the South San Francisco Unified School District for Elementary Fifth graders to attend San Mateo County Outdoor Education, YMCA at Jones Gulch in La Honda, during the 2025-2026 school year.

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:

Pursuant to Section 8763 of the California Education Code, the County Superintendent is authorized to enter into agreements with school districts to provide outdoor science, conservation, and environmental education programs for students. The South San Francisco Unified School District seeks to partner with the San Mateo County Office of Education to offer a week-long Outdoor Education (OE) program for fifth-grade students at YMCA Camp Jones Gulch in La Honda, California.

The purpose of this agreement is to provide students with an immersive educational experience that emphasizes environmental stewardship, scientific exploration, and social-emotional growth. During their stay, students will engage in hands-on learning focused on ecosystems, the natural environment, and the interdependence between humans and nature. The program also fosters collaboration, teamwork, and a sense of community among peers.

The County Office of Education has reserved space for all nine SSFUSD elementary schools. Final attendance dates for each site will be coordinated with the County and submitted for future Board approval.

Fifth-grade students will travel to Camp Jones Gulch by district school bus and be accompanied by their classroom teachers, who will serve as chaperones throughout the week. Students will reside in on-site cabins for the duration of the program.

This longstanding partnership offers a valuable opportunity for students to extend their learning beyond the traditional classroom and engage in meaningful, real-world science education.

FISCAL IMPLICATIONS:

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

The Educational Services General Funds (MGMT: 762) will be utilized to cover $3,000.00 towards the cost of school buses to transport each of our 9 elementary schools.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the contract between South San Francisco Unified School District and San Mateo County Office of Education for the participation of the 2025/2026 Outdoor Education program.

AGREEMENT

This Agreement, made and entered into by and between the San Mateo County Superintendent of Schools, hereinafter referred to as the "Superintendent" and the South San Francisco Unified School District, hereinafter referred to as the "District;"

WITNESSETH

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

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

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Responsibilities of the District

THE DISTRICT SHALL:

A. During May 2025, designate a person to act as the District's liaison to the Superintendent's Outdoor Education program.
B. By May 23, 2025, provide the Superintendent with a copy of the District's calendar and a "Participation Planning Form" (Attachment A) containing an estimate of the number of students who will participate in Outdoor Education during the 2025-2026 school year.
C. Cooperate with the Superintendent's staff in following the procedures for planning and implementing the program as delineated in the Coordinator's Guide (Attachment B).
D. Provide transportation for the District's students and staff to and from the Outdoor Education site.
E. Ensure the presence of one teacher per 30 students during the District's attendance at Outdoor Education.

F. Provide adequate insurance coverage for District employees, officers, agents, contractors, volunteers and students, at and while traveling to and from, the Outdoor Education site.

G. Provide staffing support for any students that require support at school; e.g., if a student requires additional medical care at school (i.e. students with diabetes, students in wheelchairs) or an aide for behavioral or physical needs, that same care shall be provided by the District at Outdoor Education. Student needs should be communicated at least three weeks in advance of attending to ensure student safety.

H. Upon receipt of Superintendent's invoice, make payment for the projected number of students minus 10% or the actual number attending; whichever is greater. **No students in excess of the projected number will be permitted to attend unless the site/program capacity can accommodate the students. Site capacity for elementary and middle school students shall not exceed 225 students per week.**

I. Recruit high school students as cabin leaders at a ratio of one to ten with the assistance of the Superintendent's Outdoor Education Director.

II. **Responsibilities of the Superintendent**

THE COUNTY SUPERINTENDENT SHALL:

A. Provide an educational program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the State Department of Education requirements. If students are unable to participate in the residential outdoor education program due to County or State health requirements, an alternative program of field trips, school based outdoor and environmental education activities and live streams will be provided during the week the school is scheduled to attend the residential outdoor education program.

B. Provide such coordination services as the Superintendent may deem necessary to ensure an adequate program including, but not limited to, developing a master schedule, negotiating for facilities, employing a naturalist staff, disseminating materials, and coordinating registration and billing.

C. Provide the necessary insurance coverage to protect her own employees and agents.

D. Provide basic first aid supplies for District students and personnel during their attendance at the Outdoor Education program.

E. Provide food services for students and staff starting with the first evening meal.

III. Fees

IN CONSIDERATION of the services performed, the District agrees to pay the Superintendent a per student fee not to exceed *five hundred and fifty-five dollars ($555)* or a per student fee not to exceed *five hundred and thirty dollars ($530)* for those who qualify for the national school breakfast and lunch program (for a five day program); a per student fee not to exceed *four hundred and eighty dollars ($480*) or a per student fee not to exceed *four hundred and fifty-five dollars ($455*) for those who qualify for the national school breakfast and lunch program (for a four day program); plus *two hundred fifty dollars* ($250.00) for each teacher in attendance from the District. The per student fee is based on either 90% of the estimated number of students projected in May 2025 or the actual number of students in attendance, whichever is greater. Transportation and stipends for teachers and substitute teachers are not included in these fees and are the responsibility of the school or District.

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

IV. Term of Agreement

The term of this Agreement shall be from July 1, 2025 through June 30, 2026 and may be reviewed and renewed for additional periods of one (1) year by mutual consent.

V. Termination of Agreement

The District may terminate this Agreement by providing written notice to the Superintendent not less than eight (8) weeks prior to the start date of the District's scheduled Outdoor Education program, and if timely notice is given, the District will not be invoiced. Upon written request by the District, the Superintendent may, but is not required, to reschedule the District's Outdoor Education program to a different week in the 2025-26 master schedule, as available space may permit. If the District terminates this Agreement or otherwise cancels its participation in the Outdoor Education program less than eight (8) weeks prior to the scheduled start date, the District shall be responsible for full payment of Fees due under Section III.

The Superintendent may terminate this Agreement, in whole or in part, by giving written notice specifying the effective date and scope of such termination upon thirty (30) days' written notice. The Superintendent may immediately terminate this Agreement, in whole or in part, due to the unavailability of Federal, State, or local funds by providing written notice to the District as soon as is reasonably possible after the Superintendent learns of said unavailability of funding. During inclement weather, emergency, or due to local order, the Superintendent may terminate this Agreement or otherwise cancel the District's scheduled Outdoor Education program if she reasonably believes that inclement weather or other emergency create unsafe conditions for the program to take place or to continue. In such cases, the Superintendent may reschedule the District's Outdoor Education program to a different week in the 2025-26 master schedule, as available space may permit, or may adjust the District's invoice based on actual number of days attended.

VI. Hold Harmless and Indemnification

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

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

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

VI. Independent Contractor

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or

association between the District and the Superintendent, but it is an Agreement between independent contractors, those being the District and the Superintendent.

VII. Assignability

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

VIII. Alterations of Agreement

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

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

This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with regard to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding.

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

_____ Date: _____

SAN MATEO COUNTY
SUPERINTENDENT OR DESIGNEE

_____ Date: _____

DISTRICT SUPERINTENDENT

AC 03/25/2025

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval for Staff to attend the 2025 CodeStack Conference in Stockton, CA October 1 – 3, 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:

South San Francisco Unified School District utilizes the Special Education Information System (SEIS) as its primary platform for managing special education student data. Integrated with Infinite Campus, SEIS supports compliance with both special education documentation, and California Longitudinal Pupil Achievement Data System (CALPADS) reporting requirements. The platform is developed and maintained by CodeStack, a division of the San Joaquin County Office of Education, which also oversees systems such as EDJOIN and BeyondSST. Given that the California Department of Education (CDE) has identified special education data compliance as an area of need for the District, participation in professional development that strengthens staff expertise in SEIS and CALPADS reporting is critical to meeting state targets.

We are requesting approval for district staff to attend the 2025 CodeStack Conference, themed *"Where Innovation Meets Impact: Building Strong Communities Together."* The event will take place October 1–3, 2025, at the Adventist Health Arena in Stockton, California. This annual conference brings together over 1,000 education professionals to

deepen their knowledge of SEIS, CALPADS reporting, and related systems. More information is available at: https://www.csconf.org.

FISCAL IMPLICATIONS:

Total fiscal implication is up to **$3,000.**

- Breakdown of Fees:
  - Registration: $800
  - Mileage: $200
  - Hotel: approximately $900 ($300 per night for up to 3 nights)
  - Daily Travel Expenses/Meal Allowances: $75/day

Special Education funds (MGMT: 245) will be utilized to cover the cost of this professional services contract

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve staff overseeing SEIS and CALPADS reporting to attend the CodeStack Conference in Stockton, California, from October 1–3, 2025.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval of the Leader Services Agreement for the 2025-26 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:

One of the ways the federal government supports special education funding is through Medi-Cal billing reimbursements for eligible assessment and related services. These reimbursements help offset the cost of services provided to students with Individualized Education Programs (IEPs) and are available for the following provider types:

- School Psychologists
- Mental Health Providers
- Speech-Language Pathologists
- Occupational Therapists
- Physical Therapists
- Specialized Health Care Providers

To access these funds, providers must document and submit evidence of services rendered through a Medi-Cal-authorized billing entity. South San Francisco Unified School District has partnered with Leader Services, a Medi-Cal billing provider, to manage

this process. Leader Services has served as the District's Local Education Agency (LEA) Medi-Cal billing provider since before 2019.

This memo seeks Board approval to continue contracting with Leader Services for the 2025–2026 school year to ensure the District can access eligible Medi-Cal reimbursements in support of our special education programs.

FISCAL IMPLICATIONS:

This role generates funds not accessible otherwise.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the contract in order for the special education department to continue with this program.

SERVICES AGREEMENT

This Agreement made and entered this_____, 2025 between South San Francisco Unified School District (hereinafter referred to as the **"CLIENT"**) having an address at 398 B Street, South San Francisco, California, 94080 and LDP, Inc., d/b/a Leader Services (hereinafter referred to as "**LEADER**") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202.

The parties hereto agree that **LEADER** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** will hold **LEADER** harmless from claims by its subcontracting organizations. **CLIENT** will inform **LEADER** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing on July 1, 2025 and ending June 30, 2026 for preparing claims for **CLIENT**. Claims will be submitted on a weekly basis.

This Agreement will automatically renew for additional periods of twelve (12) months up to a maximum of five (5) years as authorized by Education Code Section 17596 unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

2. CLAIMS PROCESSING FEE SCHEDULE

- **10.0% for first $500,000 in annual Interim Approved Claims**
- **9.5% for second $500,000 in annual Interim Approved Claims**
- **9.0% for everything above $1,000,000 in annual Interim Approved Claims**

Billing fee schedule is enclosed at the end of this agreement. LEADER's claim processing fee will not exceed 10% of approved DHCS revenue.

LEADER shall invoice **CLIENT** each month that Medi-Cal payments are received by **CLIENT. LEADER** shall provide a report indicating which claims were submitted and processed for payment to **CLIENT** and the corresponding service fee charged by **LEADER**.

3. ALL-PAYER FEE SCHEDULE

☐ Check box to Opt-In
Claims administration services related to the Children Youth and Behavioral Health Initiative (CYBHI) program or any direct insurance billing program, not related to the LEA Medi-Cal Billing Option Program, will be billed at 4% of amounts received through claims adjudication with managed and commercial insurance plans.

4. CONSULTANT FEE SCHEDULE

LEADER shall provide additional professional consultant services related to the Random Moment Time Survey (RMTS) model, necessary for the proper administration of the **CLIENT'S** LEA BOP at the **CLIENT'S** request.

Consultant fees are $125.00 per hour billable in half (1/2) hour increments. On-site consulting fees are available at a rate of $125.00 per hour with a minimum of two hours, plus $125 an hour travel time and actual cost of any meals or lodging for required overnight stays.

5. **LATE FEES**

CLIENT agrees to issue payment to LEADER within 30 calendar days of receipt of invoice to **LEADER. CLIENT** will incur a late fee of one and a half percent (1.5%) per month or any part thereof, or the maximum fee allowed by law (18% per year), whichever is less, on any invoiced amount unpaid after sixty (60) days.

6. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **LEADER** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **LEADER** and **CLIENT**, the sole and exclusive property of **LEADER**.

CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

7. **CONFIDENTIALITY OF DATA**

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission of data, privacy and security.

8. **INPUT DATA**

Accurate, complete, and correct data necessary for **LEADER** to perform its services hereunder will be the sole responsibility of **CLIENT**. **LEADER** will not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT.**

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

9. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

LEADER will not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of **LEADER**. **LEADER's** liability, under this Agreement, is limited to the amount paid by client for the services under this Agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

10. **OPERATING PROCEDURES**

LEADER will be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

LEADER agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Provide a web application for the entry of billing service transactions by CLIENT staff (STaR).

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **LEADER** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

Assist and prepare the Cost and Reimbursement Comparison Schedule (CRCS) report at no charge while a current client.

CLIENT agrees to:

Provide **LEADER**, on a timely basis, all forms and documentation in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medi-Cal.

11. **GENERAL**

a) **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

b) **SUCCESSORS** - This Agreement will be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

c) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.

d) **SEVERABILITY -** In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.

e) **NOTICES** - Any notice sent pursuant to this Agreement will be sent by certified mail to the parties at their respective addresses.

f) **STATE LAW** - This Agreement will be governed by and construed in accordance with the laws of California.

g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.

h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, will be automatically void and of no effect whatsoever.

i) **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

12. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER**'s policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

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

SOUTH SAN FRANCISCO USD		**LEADER SERVICES**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	Charles J. Mason, Jr.
Title:	_____	**Title:**	President
Date:	_____	**Date:**	5/20/2025

Leader Services' LEA Billing Options Fee Schedule - July 1, 2025

Type of Service	Rate
IEP/IFSP Initial/Triennial Audiologist Assessment	$13.14
IEP/IFSP Amended/Annual Audiologist Assessment	$9.86
IEP/IFSP Hearing Check - Fitting/Orientation/Checking of Hearing Aid	$3.83
IEP, IFSP, IHSP Initial Audiology Treatment Service (**)	$6.02
IEP, IFSP, IHSP Additional Audiology Treatment Service (*)	$1.64
IEP/IFSP Initial/Triennial Nursing Assessment	$9.03
IEP/IFSP Amended/Annual Nursing Assessment	$5.16
IEP/IFSP Initial/Triennial Health/Nutrition Assessment (*)	$1.29
IEP/IFSP Annual/Amended Health/Nutrition Assessment (*)	$1.29
IEP, IFSP, IHSP Nutritional Counseling/Dietician Visit (*)	$1.29
IEP, IFSP, IHSP, Nursing Services (RN) (*)	$1.29
IEP, IFSP, IHSP Nursing Services (LVN) (*)	$0.66
IEP, IFSP, IHSP, School Health Aide Services (*)	$0.57
IEP/IFSP Initial/Triennial Physical Therapy Assessment	$15.61
IEP/IFSP Amended/Annual Physical Therapy Assessment	$10.84
IEP, IFSP, IHSP Initial (Individual) Physical Therapy (**)	$4.34
IEP, IFSP, IHSP Additional (Individual) Physical Therapy (*)	$1.35
IEP, IFSP, IHSP Initial (Group) Physical Therapy (**)	$1.45
IEP, IFSP, IHSP Additional (Group) Physical Therapy (*)	$0.45
IEP/IFSP Initial/Triennial Psychologist Assessment	$33.16
IEP/IFSP Annual/Amended Psychologist Assessment	$11.05
IEP/IFSP Initial/Triennial IEP/IFSP Psychosocial Status Assessment (*)	$1.23
IEP/IFSP Amended/Annual Psychosocial Status Assessment (*)	$1.23
IEP, IFSP, IHSP, Initial Individual Psychology/Counseling Treatment Service (**)	$5.07
IEP, IFSP, IHSP, Additional Individual Psychology/Counseling Treatment Service (*)	$1.38
IEP, IFSP, IHSP, Initial Group Psychology/Counseling Treatment Service (**)	$1.12
IEP, IFSP, IHSP, Additional Group Psychology/Counseling Treatment Service (*)	$0.23
IEP/IFSP Initial/Triennial Occupational Therapy Assessment	$15.17
IEP/IFSP Amended/Annual Occupational Therapy Assessment	$10.54
IEP, IFSP, IHSP Initial (Individual) Occupational Therapy (**)	$5.00
IEP, IFSP, IHSP Additional (Individual) Occupational Therapy (*)	$1.32
IEP, IFSP, IHSP Initial (Group) Occupational Therapy (**)	$1.67
IEP, IFSP, IHSP Additional (Group) Occupational Therapy (*)	$0.44
IEP/IFSP/IHSP Orientation and Mobility Assessment (*)	$1.32
IEP/IFSP/IHSP Orientation and Mobility Treatment (*)	$1.32
IEP/IFSP/IHSP Respiratory Care Assessment (*)	$1.29
IEP/IFSP/IHSP Respiratory Therapy Service (*)	$1.29
IEP/IFSP Speech Assessment (Behavioral and Qualitative Analysis of Voice Resonance)	$3.60
IEP/IFSP Speech Assessment (Evaluation of Sound Production)	$3.60
IEP/IFSP Speech Assessment (Evaluation of Sound Production, with language comprehension)	$7.20
IEP/IFSP Speech Assessment (Evaluation of Speech Fluency)	$4.20
IEP/IFSP/IHSP Individual Speech Therapy Treatment Services (**)	$4.55
IEP/IFSP/IHSP Individual Additional Speech Therapy Treatment Services (*)	$1.36
IEP/IFSP/IHSP Group Speech Therapy Treatment Services (**)	$1.67
IEP/IFSP/IHSP Group Additional Speech Therapy Treatment Services (*)	$0.45
Non-IEP Psychosocial Status Assessment/Re-Assessment (*)	$1.38
Non-IEP/IFSP Developmental Assessment(*)	$1.35
Non-IEP/IFSP Health Education/Anticipatory Guidance Assessment/Re-Assessment (*)	$1.38
Non-IEP/IFSP Health/Nutritional-Initial Health/Behavioral Assessment (*)	$1.29
Non-IEP/IFSP Hearing Assessment	$9.65
Non-IEP/IFSP Vision Assessment	$0.46
IEP/IFSP Medical Transportation one-way	$1.11
IEP/IFSP Ground Mileage (Per Mile)	$0.08

Effective as of July 1, 2025
*Billed in 15 minute time increments
*Billed in 15-45 continuous minutes
CRCS Reimbursements will not exceed 10% of the DHCS approved revenue

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

ADMINISTRATIVE APPOINTMENT | 2025–2026

Carlson, Laurie – Coaching Coordinator, District Office
Effective: July 1, 2025

CERTIFICATED CONTRACTS | 2025–2026

Malatesta, Bridgette – Probationary contract at Spruce Elementary School
Effective: August 11, 2025 | Salary Placement: D–17E

Strong, Mia – Probationary contract at Parkway Middle School
Effective: August 11, 2025 | Salary Placement: C–1

Lee, Hyunjun – Probationary contract at South San Francisco High School
Effective: August 11, 2025 | Salary Placement: A–1

Harrington, Carmelnita – Probationary contract at South San Francisco High School
Effective: August 11, 2025 | Salary Placement: A–5

TRANSFERS | 2025–2026

Martinez, Ivan – From South San Francisco High School to Baden Continuation High School
Effective: August 11, 2025

Dano, Sacha – From District Office to Alta Loma Middle School
Effective: August 11, 2025

RESIGNATIONS

Jones, Kelly – Teacher at Alta Loma Middle School
Effective: June 2, 2025

Acero, Almaricar – Teacher at Parkway Heights Middle School
Effective: May 19, 2025

Guerrero, Janessa – School Psychologist at South San Francisco High School
Effective: June 6, 2025

Ruzon, Lesley – Teacher at South San Francisco High School
Effective: May 29, 2025

Legaspi, Janelle – Teacher on Special Assignment at the Special Education Department
Effective: June 30, 2025

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

EMPLOYMENT

Tapia, Elvira – Senior Office Assistant, District Office
7.5 hours per day | Range 37, Step 5 | Effective: June 10, 2025

Osorio, Luis – Custodian I, Ponderosa Elementary School
8.0 hours per day | Range 33, Step 1 | Effective: June 23, 2025

Chandler, Vincent – ELOP Coordinator, District Office
7.5 hours per day | Range 17S, Step 5 | Effective: July 1, 2025

Vilchez, Shannon – Paraprofessional II - Special Education, Westborough Middle School
6.0 hours per day | Range 29, Step 5 | Effective: August 14, 2025

Tapia, Ariana – Attendance Assistant, El Camino High School
3.5 hours per day | Range 30, Step 4 | Effective: August 14, 2025

Mendoza, Patrick – Paraprofessional II - Special Education, Skyline Elementary School
6.0 hours per day | Range 29, Step 3 | Effective: August 14, 2025

Joaquin, Destiney – Paraprofessional II - Special Education, Westborough Middle School
6.0 hours per day | Range 29, Step 4 | Effective: August 14, 2025

Dailey, Dylan – Paraprofessional II - Special Education, Westborough Middle School
6.0 hours per day | Range 29, Step 4 | Effective: August 14, 2025

Buitragos, Nicolas – Paraprofessional II - Special Education, Adult Education
6.0 hours per day | Range 29, Step 3 | Effective: August 14, 2025

Tonelli, Jovanna – Paraprofessional I - Special Education, Buri Buri Elementary
6.0 hours per day | Range 26, Step 3 | Effective: August 14, 2025

Gabriel, Michalene – Paraprofessional I - Special Education, Spruce Elementary
6.0 hours per day | Range 26, Step 3 | Effective: August 14, 2025

PROMOTION

Langley, Jennifer – Data and Systems Specialist, District Office
7.5 hours per day | Range 50, Step 1 | Effective: July 1, 2025

RESIGNATION

Buscher, Marykate – Paraprofessional II - Special Education, Alta Loma Middle School
6.0 hours per day | Range 29, Step 3 | Effective: May 30, 2025

RETIREMENT

Garcia, Teresa – Paraprofessional I - Bilingual, Martin Elementary School
5.0 hours per day | Range 25A, 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: June 12, 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 May 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 MAY 2025.

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

$1,000 from Mary Bishop to El Camino High School in loving memory of Joan.

$85 from Blackbaud Giving Fund to Alta Loma Middle School in support of student and staff needs.

$651 from American Online Giving Foundation to Alta Loma Middle School in support of student and staff needs.

$500 from Toni R. Ratcliff-Powell to South San Francisco High School in support of academic excellence.

$228.43 from Nations Food Services, Inc. to El Camino High School to support class of 2026 activities.

$100 – Four $25 gift cards from Golden State Towing to El Camino High School to promote engagement and attendance at the 2nd Annual Spring Into Summer: A College and Career Event.

$50 – Two $25 gift cards from Senor Sisig to El Camino High School to promote engagement and attendance at the 2nd Annual Spring Into Summer: A College and Career Event.

$100 – Four $25 gift cards from Curry Pizza House South San Francisco to El Camino High School to promote engagement and attendance at the 2nd Annual Spring Into Summer: A College and Career Event.

$100 – Five $20 gift cards from Harris Bros Auto Body Works to El Camino High School to promote engagement and attendance at 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: June 12, 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

$1,800	CIS, Inc. – Project inspection services for Spruce Elementary School Site Gate Alterations 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.
$5,600	CIS, Inc. - Project inspection services for the District Office's accessibility improvement project. CIS will assign a part-time Class 2 Inspector to oversee and ensure compliance with project plans, specifications, and applicable codes. Commencing June 2025.
$5,505	Ninyo & Moore – Providing materials testing and special inspection services for the Spruce Elementary School Security Gate Project. Services will include, but are not limited to, testing of reinforced concrete, inspection of post-installed anchors, and

	project document management to ensure compliance with applicable policies and standards. Commencing June 2025.
$12,500	Ninyo & Moore – Providing materials testing and special inspection services for the District Office Accessibility Improvement Project. Services will include, but are not limited to, geotechnical observation, soil compaction testing, reinforced concrete, post-installed anchors, structural steel, and project document management to ensure compliance with applicable policies and standards. Services will commence in June 2025.
Not to exceed $25,000	Daylight Foods, Inc. - Due to rising costs and increase student participation, an increase of $25K is required to continue receiving high-quality fruits and vegetables for the Nutrition Services Dept. Commencing throughout the remainder of the 2024-25 school year.
$6,880	A.R.T. Carpet and Vinyl – Providing carpet and vinyl flooring services at the SSFUSD IMC Portable Building Project. Scope of work includes floor preparation, supply and installation of 24" x 24" Shaw commercial carpet tiles over existing VCT flooring, and installation of new 4-inch rubber base. Commencing June 2025.
$19,700	Mega Electric – Providing electrical services at the District Office IMC Portable Building Conversion Project, including but not limited to installing a separate light switch for the new conference room, reusing existing pendant lights, and installing outlets and cables as required. Commencing June 2025.
$16,535.40	Sertior - California Environmental Quality Act (CEQA) Consulting Services for the Sunshine Gardens ES Modernization Project. Commencing June 2025.

District Office – Ed Services

$5,670	SVMI – Providing two facilitators/coaches for 1.5 days of professional learning and coaching support. The focus of these sessions will be to assist SSFUSD teachers and leaders in preparing for the upcoming Kindergarten through Grade 2 math curriculum pilot launching in Fall 2025. Commencing June 2025.

$7,350	SVMI – Membership dues for the 2025–26 school year to support continued participation in the SVMI, which provides professional development, assessment tools, and instructional resources to enhance mathematics teaching and learning.
Not to Exceed $25,000	Quality Behavior Solutions - Provide a Safety-Care training session focused on evidence-based strategies for preventing and managing behavioral challenges in educational and clinical settings for the Special Ed Dept. This training supports staff in maintaining a safe and supportive environment. Commencing throughout the 2025-26 school year.
$10,000	Health Connected - Health Connected will provide in-person sexual health education programs for high school Special Ed students. The program aims to deliver medically accurate, age-appropriate instruction that supports students' understanding of healthy relationships, consent, and personal well-being. Commencing throughout the during the 2025–26 school year.
$7,200	United Sound - Provide virtual music classes designed specifically for Special Ed students in grades 7–12. The program offers an inclusive and adaptive music education experience, promoting creativity, collaboration, and confidence through accessible instruction. Commencing throughout the 2025–26 school year.
$7,000	Albert Melagrano - Providing NPI authorizations for LEA/Medical Billing for the Special Ed Department. Commencing throughout the 2025–26 school year.
$5,500	Certified Languages - Providing real-time phone interpretation services to support communication with parents regarding their child’s needs, including assistance with enrollment documents such as vaccination requirements. Commencing throughout the 2025–26 school year.

Westborough Middle School

Not to Exceed $1,000	Russell Ferreira – Provide music coaching services for students. The coaches will support music instruction through individual and/or group coaching sessions as needed. Commencing January 2025 through June 2025.

Not to Exceed $1,000	William Berg – Provide music coaching services for students. The coaches will support music instruction through individual and/or group coaching sessions as needed. Commencing January 2025 through June 2025.
$162.50	Tyler Moore – To serve as Sports Club Advisor. The advisor will support student engagement by overseeing club activities, coordinating events, and ensuring compliance with district and school guidelines. Commencing January 2025 and June 2025.
$8,600	Mary Beth Pala – Provides mentoring and coaching for new teachers through regular weekly meetings and ongoing communication. Services also include planning and delivering presentations at new teacher meetings. Commencing throughout the 2024-25 school year.

Alta Loma Middle School

$400	Daniel Urrutia Gomez – A professional sound technician providing setup and audio management services throughout the ALMS graduation ceremony to ensure clear and reliable sound quality for all attendees. Commencing May 2025.

Martin Elementary School

$0	StarVista - Have the StarVista's Together for Families Program (TFF) mental health clinician onsite at Martin Elementary School four days per week, with the exception of program-related activities. Commencing throughout the 2025-26 school year.

FISCAL IMPLICATIONS:

Listed above

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 12, 2025

RE: Approval of Facility Use Fees 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:

The District wishes to continue renting out facilities within the District for use to the public and other entities for a fee.

- There are two types of fees:
    - Direct Cost: For non-profits with verifiable status. There is no additional funding other than to cover actual cost to the District.
    - Fair Market Cost: for All others.

The District has evaluated and updated its fees by 3% to reflect the rising cost of water usage, electrical usage, maintenance, materials and supplies usage and the increasing salaries of staff to maintain the facility for use.

FISCAL IMPLICATIONS:

Increase in rental fees for rented facilities for 2025-26.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the facility use fees for 2025-26 as presented.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2025-26 RENTAL FEE SCHEDULE

Rental Rates are per hour unless noted otherwise	Direct Costs	Fair Market
Standard Classroom	$ 32.78	$ 49.17
Library	$ 54.64	$ 81.96
MUR w/o Kitchen Equipment	$ 76.49	$ 92.89
MUR with Kitchen Equipment	$ 109.27	$ 136.59
Cafeteria Worker is REQUIRED	$ 55.12	$ 55.12
Gym: Large	$ 132.22	$ 173.74
Gym: Small	$ 87.42	$ 118.02
Locker Room (boys or girls)	$ 54.64	$ 71.03
Auditorium	$ 97.25	$ 132.22
Little Theatre	$ 49.17	$ 69.94
Middle School Fields	$ 41.52	$ 60.10
High School Fields	$ 54.64	$ 67.75
High School Turf Field	$ 65.56	$ 78.67
Stadium Field Lights	$ 32.78	$ 32.78
High School All Weather Track	$ 41.52	$ 76.49
Rates for Custodial (if required)		
* Regular	$ 48.65	$ 48.65
* Overtime	$ 69.84	$ 69.84

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: June 12, 2025

RE: Approval of Lease Rates 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:

The District has approximately five community organizations that lease space at District facilities on an ongoing basis. Each year, the leases of use permits for long-term are typically adjusted annually by a flat 3%. Utilities will be charged separately, as noted in the attached.

For 2025-26, the District will be adjusting the rates by 3%.

FISCAL IMPLICATIONS:

The recommended 3% in rates for fiscal 2025-26 and reduction of two classrooms at Mills Montessori due to declining enrollment will decrease lease revenues by $33,602.46.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the lease rates increase as presented for 2025-26.

SSFUSD Proposed Lease Income FY 2025-26						
Lessee	**Site**	**Room and/or Area**	**2024-25 Total Annual Rent**	**2025-26 Annual Rent - 3% Increase**	**2025-26 Proposed Monthly Rent**	**Utilities to be Charged Separately**
Family Service Agency of San Mateo County	Sunshine Gardens	5 Classrooms	54,198.83	55,824.79	4,652.07	N
Friends to Parents	Foxridge	12 Classrooms, Admin, Kitchen, Storage, Quad, etc.	290,001.14	298,701.17	24,891.76	N
The Institute for Human & Social Development	Baden/Adult Ed	Land Lease for 2 Large Portables, Outdoor Play Area	15,415.06	15,877.51	1,323.13	N
Mills Montessori School	Hillside	Classrooms at the Hillside Facility - Reduce from 8 to 6 in 2025/26	214,382.42	165,610.41	13,800.87	N
Unitek Nursing School	Serra Vista	Rooms 3, 5-12 + Admin; Room 4 added effective 3/1/20	146,037.07	150,418.18	12,534.85	Y
		Total Lease Income:	**720,034.52**	**686,432.06**	**57,202.67**	

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: June 12, 2025

RE: Local Control Accountability Plan 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:

The Local Control Accountability Plan (LCAP) is a component of the Local Control Funding Formula (LCFF). All Local Education Agencies (LEAs) are required to develop an LCAP every 3 years and update it annually, with goals and specific activities to address State and local priorities. In addition to the 8 State priorities that the LCAP Goals must address - student achievement, student engagement, student outcomes, school climate, parental involvement, basic services, implementation of content standards, and course access – SSFUSD sets local priorities based on our District's Strategic Plan. SSFUSD's LCAP includes broad goals and activities that are intended to best support all students in their learning, as well as focus goals that are intended to support our unduplicated student groups, including low socioeconomic status students, our foster youth students, and our English Learner students.

The LCAP includes metrics aligned to each goal and state or local priority, including state-reported school climate, student outcomes, and assessments data as well as local data. An annual review of our LCAP metrics shows that while there is progress in attendance rates and some student outcomes, significant disparities remain among student groups. Within the LCAP goals, specific activities are included to provide additional support to student groups including African American, Hispanic/Latinx, Pacific Islander, Special

Education, English Learners, Foster Youth, and Homeless students. For the 2024-27 LCAP, SSFUSD developed goals in alignment with our Strategic Plan priorities to create 5 LCAP/Strategic Plan priorities/goals:

Goal 1 - Exceptional Instruction: academic programs, curriculum implementation, and instruction

Goal 2 - Engaged Students: student mental health and engagement, counseling and post-secondary planning, school climate and culture

Goal 3 - Purposeful Partnerships: community engagement and family partnerships

Goal 4 - Empowered Educators: staffing and professional development

Goal 5 - Equity-centered Systems: resource allocation to support unduplicated students and address achievement gaps (identified as student groups and schools receiving a low (red) performance level on the 2023 CA School Dashboard), Differentiated Assistance and Comprehensive School Improvement (CSI)

In Spring 2025, SSFUSD was notified that Baden High School is eligible for Equity Multiplier funds. As a requirement for receiving the funding, Goal 6 was added beginning with the 2025-26 school year as an Equity Multiplier goal. Activities were developed by Baden High School staff in consultation with Educational Services staff to utilize the funds specifically to address Baden High School goals and student needs.

SSFUSD staff presented a mid-year progress update to the Board of Trustees and community on February 5. The completed 2025-26 LCAP includes an annual update on all goals and activities for the 2024-25 school year and updated goals and activities for Year 2 of this 3-year plan.

FISCAL IMPLICATIONS:

The Budget overview for Parents (BOP) is included on pages 2-3 of the 2025-26 LCAP. The LCAP supplemental dollar amount for 2025-26 is approximately $8,125,349.00.

RECOMMENDATION:

This item is for public hearing and informational purposes only.

2025-26 Local Control Accountability Plan (including Budget Overview for Parents)

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: June 12, 2025

RE: Public Hearing on 2025-2026 Preliminary Budget

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:

Pursuant to Education Code (EC) 52062(b)(1), school districts are required to hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP). The public hearing shall be held at the same meeting as the public hearing required by EC 42127(a)(1) for the Budget to be adopted in the subsequent fiscal year, which states that on or before July 1 of each year, the Governing Board of each school district shall accomplish the following:

- Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The budget to be adopted shall be prepared in accordance with Section 42126. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.
- Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first. The Governing Board shall file that budget with the County

Superintendent of Schools. That budget and supporting data shall be maintained and made available for public review.

Current Status:

The 2025-26 budget is developed based on a set of assumptions and the most up-to-date information available. Depending on the impact, the school district has 45 days from the date the State budget is enacted to make revisions to its Adopted Budget.

The district's General Fund, which is the largest and most important operating fund in the district, is made up of unrestricted and restricted funds. The Unrestricted General Fund is used for general education expenses such as classroom teacher and other employee salaries and instructional materials and supplies. Restricted funds are accounted separately because they are earmarked dollars and must be used for specific purposes. Restricted General Fund is used for specific state, federal, and local categorical programs, such as special education, Title I, Title II and Title III. Some of these restricted funds may be one-time while others are on-going.

Multi-Year Projection

Districts are required to prepare a multi-year budget projection to determine if the school district will be able to meet its financial commitments for the two projected out-years, 2026-27 and 2027-28. The assumptions used and the ending fund balance for these two years will be shown in the presentation at the next scheduled meeting.

Based on these assumptions, the District will be able to meet its financial commitments for 2025-26 and the two succeeding years.

RECOMMENDATION:

Information/Discussion item only.

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: June 12, 2025

RE: CSEA Chapter 197 Initial Proposal for Successor Contract Negotiations 2026-2029

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.

At the public meeting on March 27, 2025, CSEA submitted its initial proposal to the Board of Trustees and the District for reopener negotiations for the 2025-2026 contract year, which was presented to the public 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 public meeting on May 8, 2025, the District submitted its initial proposal to the Board of Trustees and the CSEA, and the Assistant Superintendent of Human Resources and Student Services presented the District's 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 the District's initial proposal.

The parties commenced reopener negotiations on May 20, 2025, at which point interest in a multi-year settlement was discussed in light of the three-year agreement recently reached with SSFCTA. CSEA and the District are thus presenting their initial proposals for public information and discussion to cover years beyond 2025-2026 (a potential three year successor contract term) through the 2028-2029 school year.

FISCAL IMPLICATIONS:

To be determined.

RECOMMENDATION:

For Information and discussion only.

Initial Proposal of the
California School Employees Association (CSEA) and its South San Francisco Chapter #197
To the South San Francisco Unified School District
For the 2026-2029 Successor Negotiations

CSEA desires to alter or amend the current collective bargaining agreement as follows:

Article 7: Compensation and Benefits

CSEA has an interest in:

- A fair and equitable salary increase of the entire bargaining unit.
- Improving contribution rates for healthcare.
- Improving longevity increments.

Article 25: Term

CSEA has an interest in bargaining a three-year contract with reopeners.

The California School Employees Association and its South San Francisco Chapter #197 reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

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: June 12, 2025

RE: SSFUSD Initial Proposal for Successor Contract Negotiations 2026-2029

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

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.

At the public meeting on March 27, 2025, CSEA submitted its initial proposal to the Board of Trustees and the District for reopener negotiations for the 2025-2026 contract year, which was presented to the public 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 public meeting on May 8, 2025, the District submitted its initial proposal to the Board of Trustees and the CSEA, and the Assistant Superintendent of Human Resources and Student Services presented the District's 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 the District's initial proposal.

The parties commenced reopener negotiations on May 20, 2025, at which point interest in a multi-year settlement was discussed in light of the three-year agreement recently reached with SSFCTA. CSEA and the District are thus presenting their initial proposals for public information and discussion to cover years beyond 2025-2026 (a potential three year successor contract term) through the 2028-2029 school year.

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 Successor Agreement

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 successor contract negotiations. The current three-year contract will expire on June 30, 2026.

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 June 12, 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

DATE: June 12, 2025

RE: Approval of updated and revised SSFUSD Governance Handbook

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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 Board of Trustees participated in a Board Retreat on October 24, 2015, during which the Governance Team developed the *South San Francisco Unified School District Governance Handbook*. This handbook outlines the foundations of an effective governance system and captures the norms and operating protocols agreed upon during the retreat.

Since then, the handbook has been periodically reviewed and refined. Most recently, the Board held a workshop on May 10, 2025, where additional updates were made. As part of this process, all current Trustees will sign the updated handbook to affirm their understanding of and commitment to its contents.

The May 2025 workshop discussions focused on:

- Gaining clarity on the role of the board and the role of the superintendent, which included a discussion about BB 9000, *Role of the Board* and BB 9200, *Limits of Board Authority*. Board Members were reminded that BB 9200 states that the Board is the governing authority of the district and that individual members have no authority, including the inability to direct the Superintendent or other staff.
    - Building and sustaining a positive culture based on open communication, trust, and respect (norms/meeting guidelines) The meeting guidelines were edited,

and a new guideline was added. The Board discussed the importance of keeping their comments brief, concise and to the point so that all opinions can be heard.

- Reviewing the structures and processes, (protocols) team members will utilize in fulfilling their governance responsibilities:
    - The concept of “No Surprises” was reviewed and Board members were reminded to ask questions in advance whenever possible.
    - Board members were reminded to keep the Superintendent informed when they are invited to meetings and classrooms.
    - The protocol regarding Committees was revised.
    - Board Members were reminded to address all questions and concerns to the Superintendent and not to contact other staff members directly.

These updates reflect the Board’s ongoing commitment to effective governance and collaborative leadership.

FISCAL IMPLICATIONS

N/A

RECOMMENDATION

It is recommended that the South San Francisco Unified School Board of Trustees approve the updated May 10, 2025 SSFUSD Board Governance Handbook.

South San Francisco Unified School District
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South San Francisco Unified School District

Draft Governance Handbook

Board of Trustees

Founding Board Members	Current Board Members
Judith M. Bush, *President*	Amanda Anthony, *President*
Patrick A. Lucy, *Vice President*	Patricia A. Murray, *Vice President*
Maurice D. Goodman, *Clerk*	Mina A. Richardson, *Clerk*
Rosa G. Acosta, *Trustee*	Dr. Chialin Hsieh, *Trustee*
Rick Ochsenhirt, *Trustee*	Amy Lam, Trustee

Superintendent

Dr. Shawnterra Moore

EFFECTIVE GOVERNANCE
Unity of Purpose, Roles, Responsibilities, Norms and Protocols

This document reflects the governance team's work on the creation of a framework for effective governance. This process involves ***ongoing*** *discussions and agreements about unity of purpose, roles, responsibilities, norms, and protocols that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.*

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*On **October 24, 2015, May 14, 2016, December 17, 2016, August 23 & 24, 2017, April 7, 2018, June 2, 2018, February 5 & 6, 2019, May 18, 2019, October 26, 2019, December 15 & 16, 2020, June 5, 2021, July 16, 2022, February 25, 2023, June 3, 2023, May 11, 2024, and May 10, 2025**, South San Francisco Unified School District Board of Trustees and Superintendent participated in workshops on Effective Governance with the California School Boards Association. This document reflects the governance team's discussions about developing and sustaining a framework for effective governance. The notes reflect highlights of their ongoing conversations about unity of purpose, roles, responsibilities, norms, and protocols that enable the governance team to continue to perform its responsibilities in a way that best serves all students.*

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UNITY OF PURPOSE

I Became a Board Member/Superintendent Because I…

- Care for my community.
- Wanted to make the district a better district with equity for all.
- Believe in public education; it makes us a better society, and I love the district and wanted to help move it forward.
- Have a deep desire and commitment to lead and serve and to empower others. I believe in equity for all students and want to capitalize on talents for all.
- Wanted to help kids like mine succeed.
- Believe that all children deserve an amazingly rich experience.
- Wanted to represent a part of the community that has been underrepresented for years.
- Have been called to do this work, working in deference to children, especially, system-dependent children. I have a deep desire and belief that staff and the community, all of us, have the capability and talent to shape the future for our students and leave a positive imprint on their lives.

UNITY OF PURPOSE

What We Believe and Value about Public Education and the Children We Serve:

- Everybody should be served and provided with a great, excellent education – it makes us a better society.
- Every child should learn at high levels.
- Education is our society's greatest equalizer.
- All children matter.
- The sky is the limit.
- All of the above!

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UNITY OF PURPOSE

What We Are Most Proud of About this District:

- Leadership:
  - ✓ Our great Superintendent and cabinet provide strong administrative leadership for the district by developing unity and collaborative teamwork.
  - ✓ The overall passion and commitment of our leadership team for and to our students
  - ✓ We do our best to focus on our students.
  - ✓ Our leadership and programs focus on the students.
  - ✓ The creativity and dedication of all
- Its success and diversity
- Our students and staff
- The partnerships that we have with the biotech industry, educational institutions, the cities within our jurisdiction and businesses in South San Francisco.
- The ongoing professional development of the Board and staff in support of our students
- The Board's cohesive, collaborative approach

UNITY OF PURPOSE

What We Hope to Accomplish:

- Build and strengthen an equity focused culture on behalf of the students of the district. Model and communicate our expectations of working together, respect, collaboration, and professionalism because it will truly help to raise morale, the culture, and communication which will overall, raise student achievement and learning.
- Eliminate disparities between peer groups and create opportunities to make **all** of our children college and career ready.
- Close opportunity gaps by creating opportunities to thrive.
- Provide an excellent education for **all** students in order to close the achievement gap.
- Put in place policies that allow our students to share their tremendous abilities with our community.
- Work together to effectively become a high-performing, highly skilled, high-functioning, equity-focused district.
- Improve and increase district enrollment.

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- Develop unity as a team and as a district: Board – Schools –Students. Give the students of our district a sense of belonging while empowering them to believe in themselves by providing resources and support.
- Acceptance and respect for each other. Communicate to our students that they are our priority.
- Build an open, creative, comprehensive, and effective leadership team.
- Promote creative ideas resulting in better education for our students and making this a good place to learn, work and play.
- Provide a safe and healthy environment with a culture of moving forward for **all** of our students.
- Recruit, support, and retain high-quality staff in a fiscally responsible way in order to better serve **all** of our students.
- We need to ensure that we are all driving in the same direction in order to make a positive impact on our students and their learning - **"CAR:" C**ommunication, **A**chievement, **R**elationships –Creating a culture of excellence for all!

UNITY OF PURPOSE

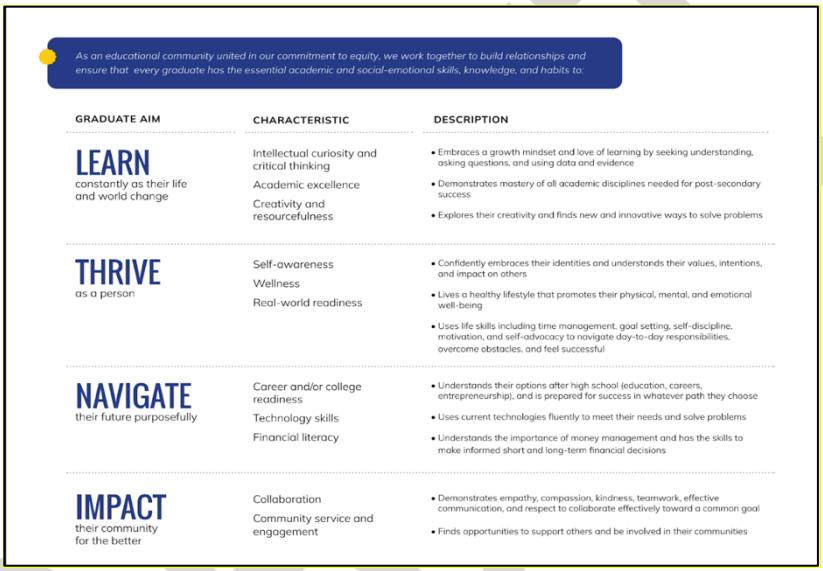
We Believe that a Strong, Effective Governance Team Is…

(Each person responded to this prompt. Their individual responses are listed below:)

- United by a shared purpose, our students are grounded in trust, values, colleagues, staff, and community. Listens and is well informed.
- Communicative, aligned, cohesive, collaborative, rational and has a strong sense of purpose, unity, efficacy with a laser-like focus on students.
- Kind, open, values each other's opinions, self-reflective, minimizes ego, continuously improves, and has trust. "We do not always have to be right."
- Follows roles, and the norms, and protocols it has set for itself and comes to meetings prepared.
- One that understands and respects the norms we have established and believes that we are all doing our best to achieve our goals.
- One that puts children at the core of every decision and everything they do. One who works with their Governance Team using one voice…as a unit. There may be disagreements, but they move forward and support the majority opinion/vote. They are respectful of and kind to their colleagues and assume positive intent.

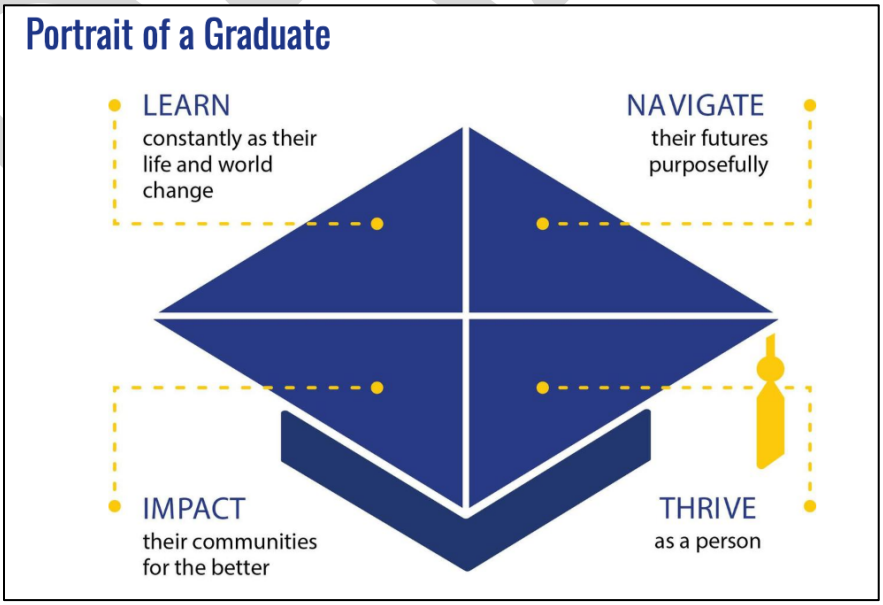
South San Francisco Unified School District
MISSION STATEMENT
"Laying the Foundation for a Lifetime of Learning"

In partnership with our community, South San Francisco Unified School District (SSFUSD) will provide exceptional instruction, engaging experiences, and equitable and accessible opportunities and resources to further support our diverse student body, so that students are equipped to learn, thrive, and navigate their future with purpose and impact their community.



As an educational community united in our commitment to equity, we work together to build relationships and ensure that every graduate has the essential academic and social-emotional skills, knowledge, and habits to:

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



OUR CORE VALUES

As we work toward this vision, we commit to operating in alignment with these values:

C — **Community is our strength.** We recognize that our success relies on collective agency. Thus, we empower students and staff to set growth goals and actively involve families in the educational journey. We value everyone's voice, and we ensure that perspectives are heard and respected in decision-making processes. By fostering a sense of purpose and engagement, we enable all members of our community to feel empowered and inspired.

A — **Authentic relationships matter.** We value authenticity and provide an environment where people can be their true selves. We acknowledge and respect different cultures and identities, and also strive to build cultural competence within our community. We recognize that relationships are crucial for growth and belonging. We foster empathy, mentorship, connection, a sense of belonging, love, and care within our community.

R — **Resilience propels us forward.** We believe that students, staff, and families must cultivate resilience and perseverance. Holding ourselves accountable, we practice continuous improvement, maintain positive attitudes, and nurture a growth mindset. We understand the significance of experiencing both comfort and productive struggle as we navigate change in the face of adversity. We learn from mistakes and embrace imperfection.

E — **Equity is our north star.** We have an unwavering belief in our students' potential to learn and excel, and we hold all students to high expectations. We recognize the importance of adapting to their individual needs, acknowledging that a one-size-fits-all approach falls short. We continually analyze and reflect on our systems to identify and break down barriers that hinder our ability to support all students. We remain flexible and take calculated risks in pursuit of excellence, particularly in addressing the needs of our most marginalized students.

Board Priorities

OUR PRIORITIES

PRIORITY 1 — **Exceptional Instruction**
Every student experiences exceptional instruction that is aligned with our Portrait of a Graduate

PRIORITY 2 — **Engaged Students**
Every student is a holistically-supported, self-directed learner

PRIORITY 3 — **Purposeful Partnerships**
Every student benefits from trusting, high-impact partnerships with families and community in support of realizing our Portrait of a Graduate

PRIORITY 4 — **Empowered Educators**
SSFUSD is the Bay Area's leading organization for mission-driven educators

PRIORITY 5 — **Equity-Centered Systems**
Our decisions, actions, and resources reflect SSFUSD's commitment to equity

GAINING CLARITY ON ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent - CSBA:

School Board "Trustees" are the representatives of the people, elected to ensure the district schools educate the students in consideration of the interests of the local community. The role of the School Board is to govern the school district.

The superintendent is hired by the school board to provide the professional expertise in the day-to-day operations of the district. The role of the Superintendent is:

1. To work with the school board to develop an effective governance leadership team.
2. To serve as the chief administrative officer for the school district.
3. Recommend and implement Board approved policies.

Performing Board Responsibilities - CSBA:

We <u>Set the Direction</u> for the community's schools by:

- Focusing on student learning.
- Understanding district needs/utilizing baseline data.
- Generating, reviewing, and revising directional documents: (beliefs, vision, priorities, strategic goals, success indicators)
- Ensuring an appropriate inclusive process is used to develop these documents.
- Ensuring these documents are the driving force for all district efforts.

We <u>establish an effective and efficient Structure</u> for the school district by:

- Focusing on the needs of the student.
- Employing the Superintendent.
- Setting policy for hiring of other personnel.
- Setting policies.
- Setting direction for and adopting the curriculum.
- Establishing budget priorities and adopting the budget.
- Overseeing facilities issues.
- Providing direction for and voting to accept collective bargaining agreements.

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Performing Board Responsibilities – CSBA *(continued)*:

We <u>Provide Support</u> through our behavior and actions by:

- Modeling professionalism and appropriate communication for our students.
- Acting with a professional demeanor that models the district's beliefs and vision.
- Making decisions and providing resources that support mutually agreed upon priorities and goals.
- Upholding Board approved district policies.
- Ensuring a positive personnel climate exists.
- Being knowledgeable about district efforts and able to explain them to the public.
- Working collaboratively with the Superintendent to ensure District success.

We <u>Ensure Accountability</u> to the public by:

- Welcoming student voice through Board Meeting participation.
- Evaluating the Superintendent and ourselves
- Monitoring, reviewing, and revising policies.
- Serving as a judicial and appeals body.
- Monitoring student achievement and program effectiveness and requiring program changes as indicated.
- Monitoring and adjusting district finances.
- Reviewing facilities issues
- Monitoring the collective bargaining process

We <u>Act as Community Leaders</u> by:

- Soliciting feedback from students.
- Speaking with a common voice about district priorities, goals, and issues.
- Engaging and involving the community in district schools and activities.
- Communicating clear information about policies, programs, and fiscal conditions of the district.
- Educating the community and the media about issues facing the district and public education.
- Advocating for students, district programs and public education to the general public, community, and local, state, and national leaders.

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GAINING CLARITY ON ROLES AND RESPONSIBILITIES AND ENHANCING TEAM COMMUNICATION:

What the Board Needs from the Superintendent:

- Effective, open, honest, timely communication
- Trust
- Respect
- Time, commitment, and dedication
- Feedback
- Empathy and understanding
- Support and reassurance
- Emailing the Board, as soon as possible, regarding communication with the city, and providing necessary additional information in the Friday update.
- Paraphrasing to ensure understanding.
- Getting clarification from the whole Board on requests from individual Board Members. Put the item on the agenda in order to get Board direction before taking action.
- Scheduling one-on-ones.
- Acknowledging Board directives, action items, timelines, as appropriate, and providing updates on where we are on various processes/issues.
- Only share information regarding Board work with the Board, editing out opinions as that may cause a Brown Act violation and anything that may disrupt Board unity.

What the Superintendent Needs from the Board:

- Clear descriptive goals and direction from the Board, not from individuals
- Ensure that direction is given to the Superintendent by the Board as a whole, not by individual Board Members.
- Board Members may share new ideas or request information and/or future agenda items in writing to the Superintendent or at the meeting under "Good and Welfare" and "Future Agenda Items." Pending consensus of the Board, the Superintendent and Board President will confer as to appropriate response to the request, possibly providing the information in the *Friday Update* and/or placement on a future agenda, per BB 9322, *Agenda/Meeting Materials*.
- Effective, open, honest, timely communication
- Trust

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What the Superintendent Needs from the Board *(continued)*:

- Respect
- Time, commitment, and dedication
- Feedback
- Being open-minded and flexible
- Empathy and understanding
- Support and reassurance
- Trusting her judgment on the selection of the appropriate communication processes regarding issues and "hot topics."
- Using the term, "Broken bones, gushing blood," to signify a true emergency when communicating with her. Otherwise, assume that she will get back to you as soon as she is able.
- Telling her the source of the information you are sharing.
- Judging the source of information
- Paraphrasing for understanding
- Scheduling time to meet with the Superintendent and pertinent Cabinet Members.
- Being mindful of social media use
- If an issue or conflict arises between any two members of the team, they will resolve it privately and not involve anyone else on the team.
- State questions clearly and provide the "why"/context in a separate statement.

What Board Members Need from Each Other:

- Effective, open, honest, timely communication
- Trust
- Respect
- Time, commitment, and dedication
- Feedback
- Empathy and understanding
- Support and reassurance
- Paraphrasing for understanding
- Sharing new ideas during "Good and Welfare" or "Future Agenda Items."
- Supporting new Board Members and Student Board Members
- Welcoming student voice through Board Meeting participation.
- If an issue or conflict arises between any two members of the team, they will resolve it privately and not involve anyone else on the team.

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South San Francisco Unified School District
Governance Team

AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

The Board of Education for the South San Francisco Unified School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public's interest in schools, and to ensure a high-quality education is provided to each student. To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon behaviors or norms, and operating procedures or protocols, support consistent behavior and actions among team members. The purpose of the South San Francisco Unified School District governance team agreements is to ensure a positive and productive working relationship among Board Members, the Superintendent, district staff, students, and the community. Norms and protocols are developed by and for the members of the governance team and may be modified over time as needed.

Our Agreements to Facilitate Governance Leadership:

South San Francisco Unified School District Norms

Our Governance Team wishes to create a culture that demonstrates …

- ✓ **Equity**
- ✓ **Inclusion**
- ✓ **Respect**
- ✓ **Trust**
- ✓ **Open, Honest Communication**
- ✓ **Empathy and Understanding**
- ✓ **Professional Behavior**
- ✓ **Collaboration**
- ✓ **Patience**
- ✓ **Kindness**
- ✓ **Assuming Positive Intent**
- ✓ **Keeping confidential information confidential**

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In support of these norms, we have adopted the following meeting guidelines:

Governance Team Meeting Guidelines

The Governing Board believes its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board Members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

Therefore, we agree to:

- Focus on the best interests of our students.
- Respect differences, show respect and kindness and never dismiss or devalue others.
- Be supportive and respectful of classified, certificated, and administrative staff, for the benefit of all students.
- Stay focused on our agenda, goals and priorities and avoid getting sidetracked.
- Work to make sure there are no hidden agendas. No one can act unilaterally so all issues and concerns will be addressed openly by all members.
- Ensure that there are **"no surprises"** – We will let people know about questions or concerns ahead of time.
- Build effective relationships, respect one another - be prompt, listen, follow through on governance agreements and assume positive intent.
- Remember the importance of actively listening: We will wait to speak, keep our remarks brief, on topic, and to the point, so all opinions can be heard.
- Build upon the ideas of others, look for common ground and paraphrase for understanding.
- Be professional when there is a difference of opinion by addressing the process, seeking to understand by addressing the process and debating the facts and not personalities.
- Communicate in ways that are not prohibited by confidentiality.
- Promote a transparent and open public process so that every trustee has the opportunity to publicly deliberate.
- Be responsible for using meeting time wisely; we will start meetings on time, return from breaks promptly and avoid unnecessary interruptions.
- Work toward the future, learning from the past.

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Protocols
STRUCTURE AND PROCESS

Effective governance teams discuss and agree upon the formal structures and processes, or protocols, used by the Board and Superintendent in their functioning as a team. These structures and processes guide the operation of the governance team and determine how they do business. Protocols are the agreements that ensure that all members of the team are operating within their agreed upon roles. The following protocols were developed at our Governance Workshops.

Protocols to Facilitate Governance Leadership:

SSFUSD Governance Team Communication Protocols

The South San Francisco Unified School District Governance Team (Governing Board Members, Superintendent, and Cabinet Level Staff) believes effective communication is vital to ensuring the success of the school district and to keeping team members well-informed. The governance team agrees to practice effective communication through the following protocols:

Topic:	Protocol:
Basic Understandings Regarding Communication	**Rationale:** • We are ambassadors for the district and want to build public confidence in the school district. • We want to keep people in the present, not the past and positively informed about current district achievements. **We agree to the following:** • No surprises • An atmosphere of clear, open communication will be fostered. • A welcoming and inclusive culture will be the expectation for all sites and the District Office. • The Superintendent will be in charge of day-to-day operations of the district. • Board Members will be very clear with constituents and staff that a defined process will be used to address complaints/concerns. • When Board Members receive concerns/complaints, they will share them with the Superintendent.

	• Board Members will support the Superintendent's decisions. If individual Board Members disagree with the Superintendent, they will let the Superintendent know privately rather than in public or via the press. • When an issue or conflict arises between any two members of the Governance Team, the two individuals will discuss the matter and work through it directly and outside of the meeting. They will not involve an intermediary. • When making statements in public, such as to the media or other public entities, etc., we will: ✓ Speak in a respectful, professional, nonconfrontational manner as ambassadors/representatives of South San Francisco Unified School District. ✓ Not repeating negatives. ✓ State our name and clarify when we are speaking as an individual or as a Member of the Board. ✓ Develop and state a limited number of clear, concise speaking points. ✓ When appropriate, utilize speaking points developed by the Superintendent. ✓ Not go off message. ✓ Never say, "no comment," but instead direct the individual to the appropriate person in the district.

Topic:	Protocol:
Communication among Board Members	**<u>We agree to the following:</u>** • Individual Board Members will be open, honest, and professional with each other. • When individual Board Members have relevant information pertaining to the district, they will share that information with the Superintendent who will then inform the rest of the board. • When an issue or conflict arises between any two members of the Governance Team, the two individuals will discuss the matter and work through it directly and outside of the meeting. They will not involve an intermediary.

Topic:	Protocol:
Communication with Community & Staff Members	**<u>We agree to the following:</u>** • If a community member contacts all members of the Board about a complaint or concern, the Board President will acknowledge receipt on behalf of the Board and will then forward the matter to the Superintendent. • If a community member contacts an individual Board Member, the Board Member will acknowledge the contact and will refer the matter to the Superintendent. • The Superintendent or designee will respond to the individual(s) involved in a timely and thorough manner and will keep the Board informed regarding the situation and response, as applicable and appropriate. • Board Members will support the Superintendent's decisions. If individual Board Members disagree with the Superintendent, they will let the Superintendent know privately rather than in public or via the press. • If Board Members receive concerns from staff, they will notify the Superintendent. • The above procedures apply to contact through social media, as well as other forms of communication. • When receiving a verbal complaint/concern, Board Members must remember to redirect constituents back into the system at the appropriate level. Board Members will also then inform the Superintendent about the situation. Board Members will refrain from hearing/discussing issues that may come before them in their judiciary role.

Topic:	Protocol:
Email Response Templates	**<u>Rationale:</u>** We wish to be consistent in our responses and adhere to the principles outlined in BB 9200, *Limits of Board member Authority*. **<u>Therefore, we agree to use the following templates when responding to emails:</u>** Communication Templates - Responding to Community:

General:
Board president responses should include four key elements and should carefully balance honoring the person who spoke up while not committing the board or district to any specific action as decisions are only made in board meetings when the members of the board can deliberate. The typical response includes:

1. **A thank you**

    - ❖ For example: Thank you for reaching out.

2. **Validation for the person communicating with the board. Typically, it is helpful to join the validation with a value shared by the board and Superintendent.**

    - ❖ For example: I really appreciate your sharing your concerns about field use. Ensuring students have access to fields to support their physical, social, and emotional development is a key priority for the school board and Superintendent.

3. **An appropriate next step if one is applicable**

    - ❖ For example: I have included the superintendent in this response so that she may direct the appropriate staff to follow up with you to develop a better understanding of the factors contributing toward this challenge.
    - ❖ For example: I have included the superintendent in this response so that she is informed that this is a particular challenge that has been shared with the Board.

4. **A statement about the board communication protocol**

    - ❖ For example: Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications, so thank you for reaching out about this matter!

Employee/Personnel/Staffing Matters:

Thank you for your email. The Board, Superintendent and staff strive to ensure that every student in SSFUSD has a positive, enriching school experience and your input is critical to helping us ensure that we reach this goal. Given the strict confidentiality laws related to any personnel matter, I am not at liberty to discuss any staffing matter, and I appreciate your understanding regarding the confidentiality of the matter. While I cannot comment on personnel matters, I do want to communicate that I highly value your reaching out about the concern you raised, and I will forward your communication to the Superintendent so that she or the staff member she designates can look into the matter further. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications, so thank you for reaching out about this matter!

Negotiations:

Thank you for your email. The Board and Superintendent highly value all members of the staff within South San Francisco Unified School District, and we really appreciate your thoughts. We appreciate that the staff of South San Francisco Unified School District is absolutely essential in ensuring that every child thrives. Negotiations are highly confidential, so I am not at liberty to discuss collective bargaining, and I appreciate your understanding regarding the confidentiality of the matter. While I cannot comment on negotiations, I do want to communicate that I highly value your reaching out as it helps inform the Board's and Superintendent's thinking as we move through the negotiations process. I have included the Superintendent in my response so that she is aware of these thoughts. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications, so thank you for reaching out!

School Safety:

Thank you for your email. Please know that safety of our students is our highest priority for the South San Francisco Unified School

	District. Children need to feel safe to learn and we strive to ensure all students attending our schools feel safe and can focus on learning, free from any type of distractions. I have included the Superintendent in this communication so that she or the staff member she designates can look into the matter further. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications. Thank you for your communication as we all recognize and place a high value on keeping all students safe in SSFUSD. **School Traffic:** Thank you for your email! Ensuring students get to and from school safely so that they can focus on learning while they are in class and arrive home safely is a definite priority for the Board and Superintendent. Children need to feel safe in order to learn. I have included the Superintendent in this communication so that she or the staff member she designates can look into the matter further. As appropriate, they will work in partnership with law enforcement. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications. Thank you for your communication as we all recognize and place a high value on keeping all students safe in SSFUSD. **Culture and Climate:** Thank you for your email. Creating a positive, inclusive, and welcoming climate at every school within South San Francisco Unified is a key priority for the board and Superintendent. The board and Superintendent recognize that staff, students, and families thrive when they feel welcomed and valued. I have included the Superintendent in this communication so that she or the staff member she designates can look into the matter further. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications, so thank you for reaching out about this matter! Thank you so much!

	Community Concerns (Fields and Childcare): Thank you for your email. The South San Francisco Unified School District Board of Trustees and Superintendent want to ensure that every student thrives. As such, we firmly believe in supporting the social, emotional, cognitive, and physical development of students. We appreciate that access to (INSERT appropriate general category (field or childcare) is a critical component of supporting the development of our students. Our school district works in partnership with the city to make progress toward achieving this goal. I have included the Superintendent in this communication so that she or the staff member she designates can follow up with additional information as appropriate. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications, so thank you for reaching out about this matter! Thank you so much!

Topic:	Protocol:
Statements on Social Media Platforms	**Rationale:** We wish to adhere to the guiding principles that: • We speak with one voice. • There are "no surprises." • We all receive the same information. **Therefore, we agree to the following:** • Statements made on social media by any Board Member will not make assumptions about the opinions of other Board Members or the District unless the Board has taken formal action on that item or issue. • We will proceed with caution because people assume that we speak for the Board. • We will be mindful of politically charged and polarizing issues/situations and be very cautious in these situations. • All individual statements will include a disclaimer stating clearly that this is a personal opinion, and not the opinion of the Board. • We will never post statements that might possibly be a Brown Act violation.

Topic:	Protocol:
Communication with the Press Both Oral and Written	**We agree to the following:** • If the press contacts a Board Member, in most cases, the Board Member will refer the individual to the Board President and Superintendent who will then respond. • During a crisis, Board Members will always refer the reporter to the Superintendent, as she will have the most up-to-date information. • If a Board Member experiences an unexpected impromptu interaction with a member of the press, the Board Member will not make assumptions about the opinions of other Board Members or the District, unless the Board has taken formal action on that item or issue. • The Board Member may comment on approved Board actions but will refrain from commenting on pending items and/or items that may come before the Board in the future. • When asked about non-District matters, Board Members will be clear that they are speaking as an individual and not as a Board Member and that the opinions expressed are theirs and theirs alone. Board Members will never make assumptions about the opinions of other Board Members or the District unless the Board has taken formal action on that item or issue. • Closed session deliberations will not be discussed outside of closed session. • The Superintendent, Board President or designee will be proactive in providing information to the press, especially in times of an emergency or controversy.

Topic:	Protocol:
Scheduling Meetings with Staff Members	**We agree to the following:** • If a Board Member wants to meet with cabinet members or site administrators, the Board Member will notify the Superintendent in advance. • Board Members acknowledge the importance of respecting staff time constraints.

Topic:	Protocol:
Committee Appointments	**Rationale: It is important to have a protocol on this topic, because…** • This procedure will give everyone a chance to serve on various committees and… • It will prevent confusion. **Therefore, we agree to the following committee composition:** • The Board President and a returning member (preferably the Clerk) will sit on the City/School Subcommittee. The Vice President will serve as the alternate. • The Vice President and another Board Member (preferably a new Member) will serve on the Bylaws Committee. • The final Trustee and the Vice President or Clerk will serve on the Facilities Committee. • Additional appointments will be decided upon by a vote of the Board. • As a guideline, it is recommended that service on any one committee will be limited to two years. **Committee Reports to the Board:** • Committee reports will be added to the agenda, • The Bond Director will provide periodic reports. • Board Members will provide informal reports on the committee meetings to which they are assigned.

Topic:	Protocol:
One-on-One Meetings with the Superintendent	**Rationale:** We wish to clarify the purpose and what transpires at those meetings. **Purpose of One-on-One Meetings:** The purpose of these meetings is to check-in, answer clarifying questions, provide updates, as needed and to keep the Superintendent informed about "hot topics" that are brewing in the community. **We agree to the following regarding our One-on-One Meetings:**

	DO'S: • Utilize the time to check-in with each other with statements, such as, "How are you?" • Board Members will share information that they are hearing out in the community, especially regarding "hot topics." • Board Members will ask clarifying questions. • We will remember to send those questions to the Superintendent in advance, whenever possible, so that she has the information available for us at the time of our meeting. • Email, "Google Docs" and "Meeting Memos" are acceptable forms of communication. • Notify the Superintendent in advance if we have questions regarding other departments so that she can invite those individuals to the meeting. • The Superintendent will provide updates to Board Members. • Board Members will be aware of staff time required to answer questions and whether or not the item is relevant to current goals and issues/programs or projects. • Meeting time will be limited to 30 minutes to an hour. **DON'TS:** • Individual Board Members will refrain from giving the Superintendent or any other staff members direction during these meetings or at any other time. That is the domain of the entire Board, as stated in BB 9200, *Limits of Board Member Authority*. Board Members will take all such requests to Board Meetings and raise the issues during "Future Agenda Items" for the consideration of the entire Board. This includes requests that have been given to the Superintendent in the past.

Topic:	Protocol:
Board Meeting Management – Effective Deliberation, Public Comment	**Rationale:** • The Board Meeting is a meeting to conduct district business in public. • We honor people's opinions, but an appropriate process must be in place in order to have orderly meetings.

Therefore:

- The Board President facilitates the Board discussion and manages public input.
- When opening public comment, the Board President will refer to the public input guidelines on the board meeting agenda, as stated in BB 9323.
- Each item will have a 20-minute time limit for public comment and will be timed by the Vice President. Three minutes are allotted per person.
- The Board President may ask the public to limit their comments to new information.
- Board Members will direct their questions/comments to the Board President and not communicate directly with members of the public.
- A timer will be used to monitor the length of individual speakers' comments.
- When a speaker's time is up, the President will say, "Thank you for your comments. Your time is up. Can you please wrap-up your remarks?"
- The Board President has discretion to add time to the discussion if the majority of the Board agrees.

Managing Action items:

Step 1. The Board President will introduce the item. The Board President may call for a motion and a second at this time or they may follow the order of events listed below.

Step 2. The Superintendent or other staff will provide a presentation of background information and a recommendation, if necessary.

Step 3. Board Members may ask questions for clarification.

Step 4. The Board President will open the issue for public comment.

Step 5. After public comment is complete, the Board President will close public comment.

Step 6. The Board will discuss the item and vote.

Topic:	Protocol:
Site Visits	**Rationale: It is important to have a protocol on this topic…** • To ensure that there are "no surprises" to the principals or the Superintendent. • So that we are all aware of the procedures and expectations to create clarity. • To serve as a reminder that site visits help us stay informed about the schools and programs. They validate the good work that is happening in the district. They are not evaluative in nature and should not be disruptive. **Therefore, we agree that…** • **Formal site visits** will be organized by the Superintendent, and we all agree to adhere to the following procedures: - A master calendar will be developed and shared with the - Board and administration to ensure that everyone is aware of - the schedule. - Board Members will respond to the invitations so that the - Superintendent and principals are aware of who will be in - attendance. - Reminders about upcoming visits will be sent out in - advance. - The Team will meet with the principal, who will share - highlights about the school and items that are a source of - pride. - The Superintendent will ask Board Members what they would like to see. • Board Members will inform the Superintendent when they wish to make individual site visits, and she will inform the principals. • **During all site visits:** - The Governance Team will arrive at the school wearing their badges. - Everyone will sign in at the office. - All members of the Team will ensure that interactions with teachers and students do not disrupt instruction.

Topic:	Protocol:
Adding Items to the Agenda	**<u>Rationale</u>:** A clear, consistent procedure is needed so that all Board Members understand the process and have the ability to add items to the agenda, including resolutions. **Therefore, we agree that:** • Any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. • Board Members may share new ideas or request information and/or future agenda items in writing to the Superintendent or at the meeting under "Good and Welfare" and "Future Agenda Items." • **Pending consensus of the Board**, the Superintendent and Board President will confer as to appropriate response to the request, possibly providing the information in the Friday Update and/or placement on a future agenda, per BB 9322, *Agenda/Meeting Materials*. • Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. • The Board President and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated. • Board Members will consider the following when adding an item to a future agenda: ○ The impact that the item will have on district resources, and staff time and workload. ○ The impact the item will have on achieving Board adopted district/LCAP goals. • The Board President and Superintendent will determine when each Board approved new item will be agendized.

We have reviewed and agree to follow the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the South San Francisco Unified School District Board of Trustees, Superintendent, staff, students, and the community. We shall renew this agreement annually.

Amended on this _____day of _____ 2025.

Amanda Anthony, Board President	Patricia A. Murray, Vice President
Mina A. Richardson, Board Clerk	Dr. Chialin Hsieh, Trustee
Amy Lam, Trustee	Dr. Shawnterra Moore, Superintendent

DRAFT

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 12, 2025

RE: Approval of 2025–26 Board of Trustees Monthly Compensation Adjustment and Continuation of Mileage Stipend

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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:

Monthly Trustee Compensation

Pursuant to Section 35120 of the California Education Code and Board Bylaw 9250, members of the Board of Trustees in districts with an average daily attendance (ADA) between 1,000 and 10,000 students are eligible to receive monthly compensation not to exceed $240. Additionally, Board members' compensation is subject to a proportional reduction for any unexcused absences during the month. Under Section 35120(e), the Board may approve an annual increase in compensation of up to 5% of the then-current amount.

Since the 2021–22 fiscal year, the Board has approved a 2% annual increase in Trustee compensation. No increase was approved during the 2020–21 fiscal year due to the COVID-19 pandemic. At the June 6, 2024 Board meeting, the Trustees approved a 3% increase, bringing the current monthly compensation to $466.83. For context, staff will receive a 4.5% salary increase effective July 1, 2025.

Mileage Stipend

Currently, Trustees receive a $100 monthly stipend for mileage expenses incurred while performing authorized District duties. This practice is supported by Section 35044 of the California Education Code and Board Bylaw 9250, which allow for reimbursement of

travel expenses. To reaffirm the Board's intent, staff seeks Board action to authorize the continuation of this stipend for the 2025–26 fiscal year.

FISCAL IMPLICATIONS:

If the Board approves a 2%, 3%, or 5% increase to the current monthly compensation of $466.83, the new rates would be:

- **2% Increase**: $476.17/month
- **3% Increase**: $480.83/month
- **5% Increase**: $490.17/month

The Board may also authorize the continued payment of the $100 monthly mileage stipend.

RECOMMENDATION:

The Board will discuss and consider approval of a proposed percentage increase to the monthly Board member compensation, as well as authorize the continued payment of the $100 monthly mileage stipend for the 2025–26 fiscal year, in accordance with SSFUSD Board Bylaw 9250 and California Education Code Section 35120.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 12, 2025

RE: Board Member Participation on Subcommittees

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 the past, the South San Francisco Unified School District (SSFUSD) Board has designated 1–2 Trustees to serve on various subcommittees. These Trustees collaborate with one another and, when appropriate, with staff or community members to gather information and insights. Subcommittee findings are then brought back to the full Board for review and discussion.

Subcommittee requiring Board participation:

- **Facilities Subcommittee** - (2 Board members)

FISCAL IMPLICATIONS:

None.

RECOMMENDATION:

The South San Francisco Unified School District Board of Trustees will select Board Members to serve on the Facilities Subcommittee.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 12, 2025

RE: Approval of the Agreement with NEWSELA to provide on-line services for the 2025/26 school year.

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:

Newsela is an instructional online content tool/platform that features high-interest articles on current events, literature to science. It allows all SSFUSD teachers to find articles with appropriate reading levels for their students. The articles also feature questions and writing prompts.

Newsela will also provide 3 virtual district-wide Professional Development sessions for our staff to participate in.

FISCAL IMPLICATIONS:

Total cost for the services provided is $63,149.27. General Funds (MGMT: 305) will be utilized to cover the cost

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with NEWSELA for the 2025-26 school year.

Newsela Inc.
169 Madison Ave., #2770
New York, NY 10016

Order Form

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Order Form No. **Q-150594**
Newsela Sales Rep: Katie Wilkie
Contact Email: katie.wilkie@newsela.com
Offer Date: April 17, 2025
Expiration Date: June 30, 2025

To:
Liza Melkonian
South San Francisco Unified School District
398 B St
South San Francisco, CA 94080-4423

Qty	Products/Services	Line Total
1	Newsela	$63,149.27
	Contract Total	**$63,149.27**

***See table above or Appendix for Product/Services details and License Dates.**

This Order Form, the Terms of Service available here, and the terms of any Statement of Work provided for the order of any Custom Collection, if applicable, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-150594" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

1. **Purchase Order Information**
   If you need a Purchase Order, please fill out the following information.
   PO Required:
   PO Number:
   PO Amount:

2. **Billing Information**
   Provide the billing service representative to whom the invoice should be addressed.
   Bill-To Name:
   Bill-To Email:
   By initialing here, I agree that the billing details stated above are current and accurate. ____

   Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-150594) to salestax@newsela.com.

3. **Is your organization exempt from sales tax?**
   Please enter **Yes** or **No**:

Authorized Signature: Date of Signature:

Appendix

Products Breakdown

Sites	Product Code	Products Names	License Dates
11	ATG145	Newsela ELA	07/01/25 - 06/30/26
8	ATG149	Newsela Social Studies	07/01/25 - 06/30/26
11	ATG151	SEL Collection for Elementary School	07/01/25 - 06/30/26
5	ATG153	SEL Collection for High School	07/01/25 - 06/30/26
3	ATG152	SEL Collection for Middle School	07/01/25 - 06/30/26

Services Breakdown

Qty	Product Code	Services	License Dates
3	ATG016	Individual Virtual Add-On Session	07/01/25 - 06/30/26

Product/Service Breakdown Per School

Line#	Schools	Products/Services	License Dates
1	Alta Loma Middle School	Newsela Social Studies	07/01/25 - 06/30/26
2	Alta Loma Middle School	SEL Collection for Middle School	07/01/25 - 06/30/26
3	Baden High (Cont.)	Newsela Social Studies	07/01/25 - 06/30/26
4	Baden High (Cont.)	SEL Collection for High School	07/01/25 - 06/30/26
5	Buri Buri Elementary	Newsela ELA	07/01/25 - 06/30/26
6	Buri Buri Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
7	Community Day	Newsela ELA	07/01/25 - 06/30/26
8	Community Day	Newsela Social Studies	07/01/25 - 06/30/26
9	Community Day	SEL Collection for Elementary School	07/01/25 - 06/30/26
10	Community Day	SEL Collection for High School	07/01/25 - 06/30/26
11	El Camino High School	Newsela Social Studies	07/01/25 - 06/30/26
12	El Camino High School	SEL Collection for High School	07/01/25 - 06/30/26
13	Junipero Serra Elementary	Newsela ELA	07/01/25 - 06/30/26
14	Junipero Serra Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
15	Los Cerritos Elementary	Newsela ELA	07/01/25 - 06/30/26
16	Los Cerritos Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
17	Martin Elementary	Newsela ELA	07/01/25 - 06/30/26
18	Martin Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
19	Monte Verde Elementary	Newsela ELA	07/01/25 - 06/30/26
20	Monte Verde Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
21	Parkway Heights Middle School	Newsela Social Studies	07/01/25 - 06/30/26
22	Parkway Heights Middle School	SEL Collection for Middle School	07/01/25 - 06/30/26
23	Ponderosa Elementary School	Newsela ELA	07/01/25 - 06/30/26
24	Ponderosa Elementary School	SEL Collection for Elementary School	07/01/25 - 06/30/26
25	Skyline Elementary	Newsela ELA	07/01/25 - 06/30/26
26	Skyline Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
27	South San Francisco Adult	Newsela ELA	07/01/25 - 06/30/26
28	South San Francisco Adult	Newsela Social Studies	07/01/25 - 06/30/26
29	South San Francisco Adult	SEL Collection for Elementary School	07/01/25 - 06/30/26
30	South San Francisco Adult	SEL Collection for High School	07/01/25 - 06/30/26
31	South San Francisco High School	Newsela Social Studies	07/01/25 - 06/30/26
32	South San Francisco High School	SEL Collection for High School	07/01/25 - 06/30/26
33	South San Francisco Unified School District	Individual Virtual Add-On Session	07/01/25 - 06/30/26

Line#	Schools	Products/Services	License Dates
34	Spruce Elementary	Newsela ELA	07/01/25 - 06/30/26
35	Spruce Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
36	Sunshine Gardens Elementary	Newsela ELA	07/01/25 - 06/30/26
37	Sunshine Gardens Elementary	SEL Collection for Elementary School	07/01/25 - 06/30/26
38	Westborough Middle School	Newsela Social Studies	07/01/25 - 06/30/26
39	Westborough Middle School	SEL Collection for Middle School	07/01/25 - 06/30/26

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: June 12, 2025

RE: Approval of Health Connected 2025/2026 Service Agreement

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:

South San Francisco Unified School District wishes to retain Health Connected to deliver sexual health education services during the 2025–26 school year. Health Connected will provide the *Teen Talk Middle School* curriculum to all 7th-grade students across the District's three middle schools for up to 10 hours of direct instruction. The service agreement also includes instruction for students with disabilities through *Puberty Talk Adapted for All Abilities* and *Teen Talk Adapted for All Abilities Middle School*. Additionally, Health Connected will facilitate two parent/guardian information sessions: one focused on the 7th-grade curriculum and another for families of students in the adapted programs.

These services will ensure the District remains in compliance with California state law requirements regarding comprehensive sexual health and HIV prevention education. Health Connected will also provide all necessary instructional materials and deliver sessions on pre-determined dates in coordination with school sites.

FISCAL IMPLICATIONS:

The total value of services is $75,530. However, due to a $22,110 credit from the 2024–25 school year resulting from an invoicing error, the District will pay a reduced fee of $53,420. This amount will be billed based on the actual number of classes/sections that receive instruction.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2025–26 service agreement with Health Connected.

Services Agreement

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

District Information

Contact person and title	Jason Brockmeyer, Director of Innovation, Community Outreach and Special Projects
Phone number	(650) 87-8750
E-mail address	jwbrockmeyer@ssfusd.org
Mailing address	398 B Street, South San Francisco, CA 94080

Health Connected Information

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

Program Plan

Timeframe for Program Delivery

Timeframe	July 1, 2025 through June 30, 2026

Summary of Services

Grade(s) of students	6th – 8th grade
Program session dates	Mutually agreed upon dates with each school site
Expected # of teaching hours	Up to 10 instructional hours (depending on age and functional level of students)
Expected # of students	TBD
Curriculum	☐ Puberty Talk ☒ Puberty Talk Adapted for All Abilities ☒ Teen Talk Middle School ☐ Teen Talk High School ☐ Teen Talk High School Refresher ☐ Teen Talk Adapted for All Abilities

	☐ Teen Talk Youth in Alternative Settings
Delivery platform	☒ In-Person *(subject to public health requirements)* ☐ Distance Learning (online)
Additional Services	☒ Curriculum information session ☐ Open ☒ District-only ☐ Workshop for parents/trusted adults ☐ Workshop for families Additional Notes: Additional family engagement programs can be provided upon request.

Fee

Fee	District will pay Health Connected a fee of $53,420* ($75,530 total - $22,110** credit) to deliver the following services: Teen Talk Middle School for 25 class sections of 7th grade ($2,170/ea): $54,250 Puberty Talk Adapted for All Abilities 3 class sections of 6th grade at Alta Loma, Parkway Heights, and Westborough ($1,800/ea): $5,400 Teen Talk Adapted for All Abilities Middle School: 3 class sections of Core content at Parkway Heights and Westborough ($1,800/ea): $5,400 4 class sections of 7th/8th grade at Alta Loma, Parkway Heights, and Westborough ($2,170/ea): $8,680 1 Teen Talk Middle School curriculum information session for 7th grade parents ($900/ea): $900 1 Adapted for All Abilities curriculum information session for 6th – 8th grade parents and guardians ($900/ea): $900 **Fee will be billed based on actual number of classes/sections that receive instruction.* ***District is owed a credit of $22,110 from SY 2024-25 due to improper invoicing from Health Connected*
Payment timing	District will pay Health Connected the fee as follows: 50% due at the beginning of the contract period or when contract approved (whichever comes later) 50% due upon completion of services *If District cancels the Program, District will pay Health Connected for in-progress and completed work not yet paid for, as provided in Section 6.1 of the Terms and Conditions, and reimburse Health Connected for expenses stated above.*

School Responsibilities (to be handled at the school site)

- Provide a site contact person to coordinate Program delivery
- Distribute parent notification letters at least 14 days before instruction begins
- Receive parent requests to opt out of programming
- In-person instruction:
    - Provide Health Connected educators and staff access to school site(s) for Program sessions
    - Permit Health Connected educators and staff to use School's classroom supplies and equipment for Program purposes
    - Ensure that site personnel (e.g., teacher, counselor, administrator) be in the classroom at all times during Program sessions
    - Inform Health Connected of class schedule(s) and classroom location(s) for Program sessions
    - Ensure appropriate class size; classes or sections may not have more than 30 students without prior approval from Health Connected
- Distance learning instruction:
    - Provide students with access to live webinars and asynchronous activities
- Allow Health Connected to collect the following data about students participating in Program:
    1) Demographics: grade level, age, gender, city, total number of students served
    2) Program evaluation: pre-test and post-test scores, student quotes in connection with Program
    All data will be aggregated and made anonymous. Data will be used only for purposes of program reporting and Health Connected communications.

Health Connected Responsibilities

- Deliver Program on Program session dates
- Develop and provide Materials (defined below) for Program
- Be respectful in all interactions with students and School staff, including respecting cultural, religious, and economic differences, ideas, and values
- Communicate with students only during Program sessions and not initiate or engage in unsupervised contact with students
- Not engage in any inappropriate communication with students, such as verbal abuse, swearing, or racist, sexist, or homophobic language
- Conduct prerequisite background check for Health Connected educators and staff who will be interacting with District students
- Provide report on number of students served and Program outcomes to District
- Maintain on file valid medical confirmation showing that all Health Connected educators and staff who will be interacting with District students were examined and found free from active TB
- Maintain on file documentation of complete vaccination from COVID-19 for all Health Connected educators and staff who will be interacting with District students

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

SSFUSD	**Health Connected**
Signed:	Signed:
Name:	Name: Alex LeeNatali
Title:	Title: Chief Executive Officer
Date:	Date:

Background

Health Connected is a nonprofit corporation whose mission is to equip young people and trusted adults with knowledge and skills to thoughtfully navigate the intersections of relationships, bodies, and digital well-being. Health Connected serves students, families, and educators through its sexual health and digital citizenship education programs in California and throughout the country. Health Connected has developed and provides sexual health education programs using its proprietary Puberty Talk/Teen Talk curriculum series.

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

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

Terms and Conditions

1. Basic Agreement

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

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

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

2. Materials

2.1 Materials
During the Program, Health Connected will provide School and its students with curricula, lesson plans, reference documents, parent communication templates, brochures, posters, forms, and other materials (collectively, "Materials"). Printed student worksheets will not be automatically provided but can be provided for an additional fee. School must notify Health Connected two weeks prior to the first day of course delivery if printing is needed.

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

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

3. Compliance

3.1 Compliance with Law
Health Connected and District will comply with applicable law, including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. Heath Connected will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

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

4. Data, Communication, and Confidentiality

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

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

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

5. Insurance and Indemnification

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

5.2 Indemnification

Health Connected and District will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither Health Connected nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

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

6. Termination

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

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

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

7. General Provisions

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

7.2 Entire Agreement; Amendment
This Agreement describes Health Connected and District's entire agreement and supersedes all prior or contemporaneous communications between Health Connected and District. This Agreement may be amended only as stated in a writing signed by both Health Connected and District stating that it is an amendment to this Agreement.

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

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

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

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

* * * * * * *

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 12, 2025

RE: Approval of Legarza Sports 2025/2026 Service Agreement

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:

SSFUSD is recommending the continuation of our partnership with Legarza Sports to provide Physical Education (PE) instruction across all elementary school sites for the 2025–26 school year. All elementary sites will receive support from Legarza Sports, ensuring students in grades K–5 access high-quality, standards-aligned PE instruction. This partnership also provides grade-level teams with dedicated collaboration time—approximately 50 minutes per week for kindergarten and 100 minutes per week for grades 1–5—to support instructional planning and data-driven decision-making.

Under this agreement, Legarza will provide 35 weeks of PE instruction during the school year, with classes scheduled Monday through Friday between 8:00 AM and 2:55 PM, following mutually developed school-level PE schedules. Legarza will staff each site with one Site Lead and three trained instructors and ensure all instructors receive a minimum 40-minute lunch break.

Lesson plans are aligned to California State PE Standards, developed under the oversight of a credentialed teacher, and regularly reviewed and updated in collaboration with SSFUSD staff.

FISCAL IMPLICATIONS:

The total cost of the 2025–26 Legarza Sports service agreement is $800,979.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2025–26 service agreement with Legarza Sports to provide Physical Education instruction at all SSFUSD elementary school sites.

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

This agreement is made as of __May 16_, 2025 between the School District and Legarza Sports.

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

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

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

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

1. SERVICES

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

2. SCOPE OF SERVICES

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

- Physical Education as scheduled in accordance with the School academic calendar to occur between August 20, 2025 and May, 29 2026.
- Physical Education Classes will be taught Monday - Friday in following the PE schedule that is mutually formed and agreed on between Legarza and SSFUSD Administration .
- Physical Education Classes will be taught within school hours from 8:00am-2:55pm.
- The District will provide Legarza instructors with at least 40 minutes of scheduled break time for lunch.
- Legarza will teach for 35 weeks of PE when school is in session and use 11 days throughout the year, during which they will not be expected to provide PE. The specific dates of these weeks will be 11/24-11/25, 2/18-2/20, 4/6-4/10 and 5/11.
- Legarza will use 3 days as staff development days throughout the year, during which they will not be expected to provide PE services. These dates are 9/25/25, 1/30/26, and 5/8/26
- Legarza developed Lesson Plans that are based on the California State Standards and overseen by a credentialed teacher.
- Lesson plans will be periodically evaluated and modified based on SSFUSD needs.
- Provide 16 trained instructors to teach and supervise K-5 grade students.
- Provide 1 Site Lead and 3 trained instructors for every day of PE at each school.
- SSFUSD and Legarza will work together to form a schedule that releases no more than 100 students to the staff for one class period.
- Legarza will provide substitutes by utilizing the Site Lead at each school in order to maximize familiarity with students, staff and school. In the event there is 1 person absent from a school the Site Lead will fill in for the instructor. If there are 2 people absent from 1 school Legarza will utilize the site lead and send a substitute.
- Supervision of instructors' work and formal evaluation procedures.
- Design and implementation of program evaluations for teacher and principal feedback.
- Meetings with principals and SSFUSD personnel as required.
- Administrative oversight from Legarza Program Director, Regional Manager and School Principals.

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

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

4. **WORKERS' COMPENSATION**
Legarza shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

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

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

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

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

9. FINGER PRINTING AND BACKGROUND CHECKS
As required by the California State Education Code. Legarza instructors will be required to undergo finger printing and background checks. Legarza will provide SSFUSD written verification that all

instructors have filed fingerprints and have passed the State and DOJ background checks no later than August 14, 2024 for work during the 2024-25 academic school year.

10. EQUIPMENT AND MATERIALS:
Legarza shall provide all equipment, materials, and supplies necessary for the performance of the Agreement.

11. USE OF SUBCONTRACTORS:
Leagrza shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SSFUSD .

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

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

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

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

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

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

18. COMPLETENESS OF AGREEMENT:
This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

19. COMPENSATION
Legarza agrees to perform all services of this agreement for a sum not to exceed $800,979.00 for 35 weeks of PE instruction. The Legarza PE Program will include all costs, administrative overhead, and liability insurance.

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

Legarza PE Program	Amount Due	Payment Due Date
Invoice #1	$200,244.75	8/1/2025
Invoice #2	$200,244.75	11/1/2025
Invoice #3	$200,244.75	2/1/2026
Invoice #4	$200,244.75	4/1/2026
TOTAL	$800,979.00	

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

By Signature of the Administrator

_____ _____
Date

Legarza Sports
By Signature of Regional Director

India C. Akers 5/16/2025
Date

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 12, 2025

RE: Disposal of Obsolete Instructional Materials in Science, Mathematics, and World Language

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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:

South San Francisco Unified School District has formally adopted new instructional materials in Science, Mathematics, and World Language that will replace current programs across grades K–12. To support this transition and ensure adequate space for new materials, we request that the following textbook programs be declared obsolete. Books declared obsolete will be discarded by sale, recycling, or, most likely, disposal through the local waste management provider, SSF Scavenger.

- **Pearson/Prentice Hall**: Focus on Science (Middle School), Biology, and Chemistry (High School)
- **Pearson/Savvas**: Digits Mathematics (Middle School), Algebra 1 (Middle/High School), Geometry, and Algebra 2 (High School)
- **McDougal Littell**: Math Expressions (Grades 3–5)
- **Carnegie**: ¡Qué chévere! and *T'es branché?* (High School World Language)

These materials are no longer approved for classroom use and have been replaced by newly adopted instructional programs.

FISCAL IMPLICATIONS:

There may be a minimal cost for disposal. Discarded materials will be removed through South San Francisco Scavenger Waste Management services. The only potential cost would be for delivering a dumpster if the site does not already have a designated location to dispose of the books.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the disposal of outdated Science, Mathematics, and World Language textbooks no longer in use and authorize district staff to proceed with the removal in accordance with Education Code and district policy.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval to continue contracts with following Non-Public Schools (NPS) for the 2025-26 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:

This memo is to request Board approval for current and anticipated out-of-district placements for the 2025–2026 school year, including Non-Public Schools (NPS) and San Mateo County Office of Education (SMCOE) programs.

South San Francisco Unified School District (SSFUSD) contracts with non-public schools, county programs, and neighboring districts to meet the individualized needs of students whose educational requirements cannot be met within our district-operated programs. While our goal is always to serve students within our own programs whenever appropriate, there are instances where the severity or complexity of a student's needs requires a more specialized setting.

A standing Memorandum of Understanding (MOU) established by the San Mateo County Special Education Local Plan Area (SELPA) allows SSFUSD to access approved NPS providers throughout the Bay Area. For county-operated placements or providers not covered under this standing MOU, individual agreements must be established or renewed

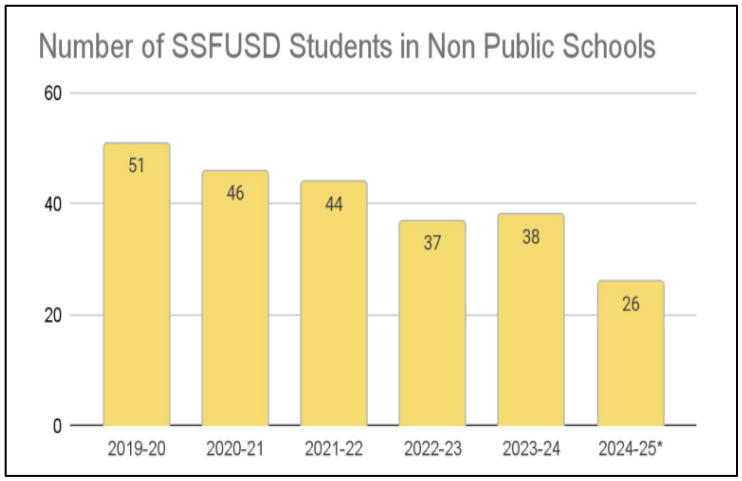
annually. All services provided by NPS or county schools are memorialized through Individual Service Agreements (ISAs), in alignment with our SELPA protocols.

Number of students in out-of-district placements

Current numbers. Currently, 22 students are placed in a non-public school (NPS) setting, an additional 4 are placed in county-operated programs, and 4 other students participating in programs in the district have been recommended for placement in an NPS. We can also expect up to 5 students, but most likely 3 who will enroll with a non-public school placement over the summer and the start of the school year.

Numbers at NPS placements fluctuate throughout the year as new placements are made, others transition back to district programs, graduate or age out, or enroll from other districts with existing IEPs that designate NPS placement. During the SY24-25 school year, the District made six new NPS placements, while four students relocated out of the district and two aged out of their placements.

Looking ahead, two additional students are expected to age out (one this summer, one in December), and a small number may return to in-district settings. However, based on historical trends, we also expect to see 2-5 new out-of-district placements each summer, along with 2-3 additional students enrolling during the school year with existing IEPs specifying NPS placement. In many cases, the District may offer an interim placement in a comparable in-district program and convene a 30-day IEP meeting to determine its appropriateness.



** 26 students in SY24-25 does not include 4 students who have been recommended for an NPS placement.*

Given our current numbers, and historical trends about new students or NPS placement recommendations during the summer and fall, we expect to have 33.5 students in out of

district placements next year (the half reflects that one student will age out of eligibility halfway through the school year). While this is higher than our current total, it is still the second-lowest number of OOD placements since 2019, indicating overall stabilization despite increased enrollment and complexity of student needs.

Anticipated fall 2025 placements based on current IEPs:

Non-Public School	Students Served (May 2025)	Students Served (25-26)	Cost / Student (25-26)	Estimated Total Cost (25-26)
Achieve Kids	1	1	$150,000	$150,000
Arise	1	1	$135,000	$135,000
Avalon	2	2	$225,000	$450,000
Ester B Clark (EBC)	1	1	$150,000	$150,000
Fred Finch	1	1	$150,000	$150,000
Seneca Pathfinder	1	1	$150,000	$150,000
Spectrum, Pacifica	11	10	$150,000	$1,500,000
Spectrum, Oakland	1	1	$150,000	$150,000
Wings	1	1	$150,000	$150,000
Weingarten	1	1	$165,000	$165,000
San Mateo County OE	4	3.5	$130,000	$455,000
Santa Clara County OE	1	1	$150,000	$150,000
# of Students Currently Placed	***26***	***24.5***		
Students in Process (Location TBD)	4	4	$150,000	$600,000
Anticipated Summer/Fall Enrollments (Out of District)		5	$150,000	$750,000
Total Students & Cost for NPS Services	**30**	**33.5**	**n/a**	**$5,105,000**

Thanks to our increasingly robust continuum of in-district programs, we are better positioned than ever to serve students internally. We remain committed to exploring all suitable in-district options first, while honoring parent input and ensuring continued compliance with IDEA.

There are no attachments to this board memo.

FISCAL IMPLICATIONS:

The cost of this professional services contract will be covered by Special Education funds (MGMT: 230).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the continued partnerships with the identified non-public and county schools to fulfill the service agreements outlined in students' Individualized Education Programs (IEPs). Additionally, it is recommended that the Board authorize the Assistant Superintendent of Business Services to execute any required Memorandum of Understanding (MOUs), and the Director of Special Education to execute the Individual Service Agreements (ISAs) necessary to finalize these placements.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval of Contracts with Non-Public Agencies (NPAs) for Special Education Staffing and Paraeducator Support for the 2025–2026 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The South San Francisco Unified School District contracts with agencies to fill vacant paraeducator positions to ensure that all services required by students' Individualized Education Programs (IEPs) are fully implemented. These contracted personnel are critical to maintaining compliance with IEP mandates and supporting the daily operations of special education programs and classrooms. These contracts also serve as an employment pipeline, as contracted personnel can apply for positions after their one year anniversary of working with SSFUSD.

This memo seeks Board approval to continue contracting with qualified agencies to provide paraeducator staffing support for students with IEPs during the 2025–2026 school year.

We currently have approximately 80 para vacancies as of mid-May. Our HR and Special Education teams are working collaboratively to fill as many of these positions as possible before the school year. If we are unable to find qualified candidates to hire into each

position, we will engage staffing agencies to place contracted paraprofessionals in the vacant positions, so that our students have the support they need starting with the first day of school.

Note that our staffing agencies also offer a specialized type of paraeducator, which they call a Behavior Technician (BT). These are paraeducators who have extra training to support students with extensive behavioral needs (e.g. elementary students who need therapeutic supports). We may use these specialized paras (BTs) to provide support for specific students based on the needs identified in their IEPs. This includes at least one district student who has been placed in a non-public school (NPS), for whom one of the conditions of placement was that the district provide a para to support them at the NPS.

Below is a chart of current and anticipated service providers:

Organization	Role / Services Provided	Estimated # of Positions	Expected Amount	Contract Maximum
Amergis Health Care	Paraeducators ("School Aides")	Up to 50, based on district need	$2,967,750	$3,250,000
	Paraeducators – Behavior Technicians	Up to 5, based on district need	$342,940	$360,000
Subtotal – Amergis			*$3,310,690*	*$3,610,000*
Stepping Stones	Paraeducators	Up to 30, based on district need	$2,215,920	$2,500,000
Grand Total			**$5,526,610**	**$6,110,000**

Please see attached Professional Services Agreement with Amergis and Stepping Stones for details of contracts.

FISCAL IMPLICATIONS:

The cost of this professional services contract will be covered by resource and management codes 3310, 201.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve contracts with the listed agencies to provide personnel essential for the implementation of Individualized Education Program (IEP) services and to support special education programs for the 2025–2026 school year.

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Amergis Healthcare Staffing, Inc.
Name of Primary Contact Person: Alexis Luong
Address: 2100 Powell Street, Emeryville CA 94608
Telephone Number: 510-982-3840
Email address: alluong@amergis.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2025], to [June 30, 2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Amergis Healthcare Staffing, Inc

_____ _____

[Benjamin Veldman, Assistant Controller] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Amergis Healthcare Staffing, Inc.]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

Working Hours for para educators:

- ParaEducators work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- In SY25-26, paras will work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days.
- This means that each para would typically work 1,023 paid hours per school year (5.5 paid hours/day * 186 days).
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following servicess:

- No more than 50 **Paraeducators ("School Aides"** based on vacancy need and per district request by Human Resources department at a **rate of $45 per hour**. If a para / "school aide" works a full school year, that would equate to $46,035 (assuming 1,023 paid hours), plus any extra hours worked beyond the typical day/calendar.
- Up to 5 **Paraeducator/Behavior Technicians** based on vacancy need and per district request by Special Education department at a **rate of $52 per hour.** If a para / behavior tech works a full school year, that would equate to $53,196 (assuming 1,023 paid hours), plus any extra hours worked beyond the typical day/calendar.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- With each invoice, the Contractor will include signed timecards for each staff billed for.
- Expected total payments are **$3,310,690**
    - Up to 50 paras / "School Aides" = Up to $2,301,750
    - Up to 5 paras / "Behavior Technicians" = Up to $265,980
    - Additional hours for either School Aides and/or Behavior Techs (assume 10% above typical day/year): $256,773
- Total payments during the term of the contract will not exceed **$3,610,000**

25-26 SY Rate Sheet

Amergis Healthcare Staffing, Inc.

South San Francisco Unified School District
Special Education & Pupil Personnel Services Department
398 B Street
South San Francisco, CA 94080

To Whom It May Concern,

Below are our agency rates for the 25-26 school year. For ESY 24-25, rates align with the existing 24-25 school year. Please do not hesitate to reach out to discuss further.

Position	Rate
Speech Language Pathologist	$115-$145/hr
Speech Language Pathologist Assistant	$75/hr
Behavior Technician	$52/hr
Registered Behavior Technician	$55/hr
Board Certified Behavior Analyst	$130/hr
School Psychologist	$140/hr
Adapted Physical Education Teacher	$90/hr
Occupational Therapist	$95-$125/hr
Certified Occupational Therapy Assistant	$75/hr
Registered Nurse	$70-$80/hr
District Nurse	$100/hr
Licensed Vocational Nurse	$65/hr
School Aide/Paraprofessional	$45/hr
Admin Assistant	$46-$50/hr
Special Education Teacher	$105-$110/hr
Physical Therapist	$95-$125/hr
Social Worker	$75-$90/hr
Marriage & Family Therapist	$85-$95/hr
Audiologist	$110/hr
Deaf & Hard of Hearing Teacher	$100/hr
Orthopedic Impairment Teacher	$100/hr
Mid-Level Behavioral Technician	$65/hr
Orientation & Mobility	$120/hr
Certified Wellness Coach	$75-$90/hr

Thank you for the continued partnership,

Alexis Luong
Account Manager
Amergis Healthcare Staffing, Inc.
Emeryville, CA
415-347-5993

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

650.877.8700
www.ssfusd.org

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

'Agreement No. ____Special Education 25-26 - Stepping Stones Paras____

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: The Stepping Stones Group
Name of Primary Contact Person: Richa Narang
Address: 225 W. Washington St. Ste 1140 Chicago, IL 60606
Telephone Number: 408-306-0152
Email address: richa.narang@ssg-healthcare.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2025], to [June 30, 2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: The Stepping Stones Group

[Richa Narang, Director of Client Services] Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [The Stepping Stones Group]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers other than paraeducators.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- ParaEducators work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- In SY25-26, paras will work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days.
- This means that each para would typically work 1,023 paid hours per school year (5.5 paid hours/day * 186 days).
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

- No more than 30 Paraeducator/Instructional Aides based on vacancy need and per district request by Human Resources department at rate of $53 per hour
- If a para / "school aide" works a full school year, that would equate to $53,196 (assuming 1,023 paid hours), plus any extra hours worked beyond the typical day/calendar.
- Spanish bilingual paras would be billed at an additional $5/hour ($55/hour)
- ASL paras would be billed at a rate of $77/hour.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- With each invoice, the Contractor will include signed timecards for each staff billed for.
- **Expected total payments are $2,215,920**
    - Up to 30 paraeducators (assuming typical hours and rate of $53/hour) = Up to $1,595,880
    - Additional hours (assume 10% above typical day/year): $160,000
- **Total payments during the term of the contract will not exceed $2,500,000**

THE STEPPING STONES GROUP
Transforming Lives Together

South San Francisco USD Rate Sheet 25-26

Speech-Language Pathologist	$121 per hour
Occupational Therapist	$115 per hour
Physical Therapist	$115 per hour
SLPA/COTA/PTA	$85 per hour
School Psychologist PPS	$133 per hour
School Counselor or LMFT	$114 per hour
OMS & VI & DHH Teacher & Audiologist	$115 per hour
Social Worker	$94 per hour
APE Teacher	$115 per hour
ASL Interpreter	$100 per hour
Special Education Teacher & Resource Specialist	$115 per hour
CNA	$55 per hour
LVN	$80 per hour
RN	$105 per hour
Certificated School Nurse	$130 per hour

*An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual's bill rate specified on the Candidate Rate Confirmation sheet.

Please add an additional $5 per hour for Bilingual Spanish

**Mileage is to be reimbursed at the federal reimbursement rate.

THE STEPPING STONES GROUP
Transforming Lives Together

South San Francisco Unified School District
Behavioral Rates
2025/2026

Board Certified Behavior Analyst	$123.00 per hour
Registered Behavior Technician	$68.00 per hour
Behavior Technician	$63.00 per hour
Behavior Interventionist	$59.00 per hour
ASL Paraeducator	$77.00 per hour
Paraeducator	$53.00 per hour

*An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual's bill rate specified on the Candidate Rate Confirmation sheet.

**Mileage is to be reimbursed at the federal reimbursement rate.

***Should a district require SSG to provide laptops to our candidates an extra 70 cents per hour will be added to the agreed-upon hourly rate.

****Should a district require SSG to provide Chromebooks to our candidates an extra 50 cents per hour will be added to the agreed-upon hourly rate.

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

650.877.8700
www.ssfusd.org

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval of Contracts with Non-Public Agencies (NPAs) for Special Education Staffing and Related Service Provider Support for the 2025–2026 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District contracts with agencies to fill vacant or Cabinet-approved positions in order to ensure that all required services outlined in students' Individualized Education Programs (IEPs) are implemented. These contracted personnel are essential in maintaining compliance with IEP mandates and in supporting the day-to-day operation of special education programs and classrooms.

This memo seeks Board approval to continue entering into contracts with qualified agencies to provide staffing support for special education services during the 2025–2026 school year.

For SY25-26, we have confirmed that we will need to fill two school psychologist roles, and one Board Certified Behavior Analyst (BCBA) role.

We are currently seeking to hire a Teacher for the Deaf & Hard of Hearing (DHH), as well as a Teacher of the Visually Impaired, and an Orientation & Mobility Specialist. If we are unable to fill these positions, we would also need to contract with Amergis, Stepping Stones, or another staffing agency for staff to provide these services.

Current and anticipated service providers:

Organization	Role / Services Provided	# of Positions (FTE)	Expected Amount	Contract Maximum
Amergis Health Care	Board Certified Behavior Analyst (BCBA)	1.0	$179,075	$200,000
	Up to 2 BCBAs for 3 months each	2 FTE for 3 months	$101,400	$125,000
	School Psychologist	1.0	$188,300	$205,000
	Other Related Service Provider Vacancies: - 1.0 Deaf & Hard of Hearing Teacher - 0.5 Teacher of the Visually Impaired - 0.5 Orientation & Mobility Specialist *Note: If not filled internally, external contracting will be pursued. Costs are estimated averages.*	2.0	$0	$200,000
		Amergis Total	**$468,772**	**$730,000**
Stepping Stones	School Psychologist (to cover leave of absence for 2025–2026)	1.0	$159,599	$205,000
	Other Related Service Provider Vacancies: - 1.0 Deaf & Hard of Hearing Teacher - 0.5 Teacher of the Visually Impaired - 0.5 Orientation & Mobility Specialist *Note: If not filled internally, external contracting will be pursued. Costs are estimated averages.*	2.0	$0	$200,000
		Stepping Stones Total	**$159,599**	**$405,000**
		Subtotal	**$628,371**	**$1,135,000**

Please see attached Professional Services Agreement with Amergis and Stepping Stones for details of the contracts.

FISCAL IMPLICATIONS:

The cost of this professional services contract will be covered by Special Education funds (MGMT: 245).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve contracts with non-public agencies to provide personnel essential for implementing Individualized Education Program (IEP) services and supporting special education programs during the 2025–2026 school year.

‘Agreement No. ____Special Education 25-26 - Amergis Healthcare Staffing, Inc. .Psych+BCBA____

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Amergis Healthcare Staffing, Inc.
Name of Primary Contact Person: Alexis Luong
Address: 2100 Powell Street, Emeryville CA 94608
Telephone Number: 510-982-3840
Email address: alluong@amergis.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [07/01/2025], to [06/30/2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Amergis Healthcare Staffing, Inc.

_____ _____

[Benjamin Veldman, Assistant Controller] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Amergis Healthcare Staffing, Inc.]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- School Psychologists and BCBAs (195 days) work an extended contract as compared to teachers (186 days).
    - we also may contract for 1 psych and 1 BCBA for up to 24 additional days to support the Extended School Year (ESY) summer program, if not enough district staff choose to work these additional days during the summer
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following special services and advice in financial, economic, accounting, engineering, legal or administrative matters:

- 1 full time equivalent School Psychologist to fill 1 fte vacancy at a rate of $140 per hour.
    - Name: Trallonie McKinney
- 1 full time equivalent Board Certified Behavior Analyst at a rate of $130 per hour.
    - Name: Doreece Taylor
- By request only - if need applies: up to 2 BCBAs for 3 months (6 months of work total) each to support possible district programmatic needs at a rate of $130 per hour.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.

- With each invoice, the Contractor will include signed timecards for each staff billed for.
- **Expected total payments are $468,775 -** $468,775
- **Total payments during the term of the contract will not exceed $730,000**

25-26 SY Rate Sheet

Amergis Healthcare Staffing, Inc.

South San Francisco Unified School District
Special Education & Pupil Personnel Services Department
398 B Street
South San Francisco, CA 94080

To Whom It May Concern,

Below are our agency rates for the 25-26 school year. For ESY 24-25, rates align with the existing 24-25 school year. Please do not hesitate to reach out to discuss further.

Position	Rate
Speech Language Pathologist	$115-$145/hr
Speech Language Pathologist Assistant	$75/hr
Behavior Technician	$52/hr
Registered Behavior Technician	$55/hr
Board Certified Behavior Analyst	$130/hr
School Psychologist	$140/hr
Adapted Physical Education Teacher	$90/hr
Occupational Therapist	$95-$125/hr
Certified Occupational Therapy Assistant	$75/hr
Registered Nurse	$70-$80/hr
District Nurse	$100/hr
Licensed Vocational Nurse	$65/hr
School Aide/Paraprofessional	$45/hr
Admin Assistant	$46-$50/hr
Special Education Teacher	$105-$110/hr
Physical Therapist	$95-$125/hr
Social Worker	$75-$90/hr
Marriage & Family Therapist	$85-$95/hr
Audiologist	$110/hr
Deaf & Hard of Hearing Teacher	$100/hr
Orthopedic Impairment Teacher	$100/hr
Mid-Level Behavioral Technician	$65/hr
Orientation & Mobility	$120/hr
Certified Wellness Coach	$75-$90/hr

Thank you for the continued partnership,

Alexis Luong
Account Manager
Amergis Healthcare Staffing, Inc.
Emeryville, CA
415-347-5993

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

650.877.8700
www.ssfusd.org

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD ☐ ES ☐ OMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

'Agreement No. Special Education 25-26 - Stepping Stones S.Psych

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: The Stepping Stones Group
Name of Primary Contact Person: Richa Narang
Address: 225 W. Washington St. Ste 1140 Chicago, IL 60606
Telephone Number: 408-306-0152
Email address: richa.narang@ssg-healthcare.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2025], to [June 30, 2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Stepping Stones

_____ _____

[Richa Narang, Director Client Services] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [The Stepping Stones Group]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- School Psychologists and BCBAs (195 days) work an extended contract as compared to teachers (186 days).
    - we also may contract for 1 psych and 1 BCBA for up to 24 additional days to support the Extended School Year (ESY) summer program, if not enough district staff choose to work these additional days during the summer
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following special services and advice in financial, economic, accounting, engineering, legal or administrative matters:

- 1 full time equivalent School Psychologist to fill 1 fte leave of absence for 2025-26 school year at a rate of $121 per hour.
    - Name: Alanna Shaw

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

[INSERT PAYMENT SCHEDULE AND OTHER PAYMENT TERMS HERE, SUCH AS HOURLY RATES, LUMP SUM PRICE, UNIT PRICES, ANNUAL COST OR OTHER FORM AND METHOD OF PAYMENT.]

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- With each invoice, the Contractor will include signed timecards for each staff billed for.

- Expected total payments are $159,599
- Total payments during the term of the contract will not exceed $405,000

THE STEPPING STONES GROUP
Transforming Lives Together

South San Francisco USD Rate Sheet 25-26

Speech-Language Pathologist	$121 per hour
Occupational Therapist	$115 per hour
Physical Therapist	$115 per hour
SLPA/COTA/PTA	$85 per hour
School Psychologist PPS	$133 per hour
School Counselor or LMFT	$114 per hour
OMS & VI & DHH Teacher & Audiologist	$115 per hour
Social Worker	$94 per hour
APE Teacher	$115 per hour
ASL Interpreter	$100 per hour
Special Education Teacher & Resource Specialist	$115 per hour
CNA	$55 per hour
LVN	$80 per hour
RN	$105 per hour
Certificated School Nurse	$130 per hour

*An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual's bill rate specified on the Candidate Rate Confirmation sheet.

Please add an additional $5 per hour for Bilingual Spanish

**Mileage is to be reimbursed at the federal reimbursement rate.

THE STEPPING STONES GROUP
Transforming Lives Together

South San Francisco Unified School District
Behavioral Rates
2025/2026

Board Certified Behavior Analyst	$123.00 per hour
Registered Behavior Technician	$68.00 per hour
Behavior Technician	$63.00 per hour
Behavior Interventionist	$59.00 per hour
ASL Paraeducator	$77.00 per hour
Paraeducator	$53.00 per hour

*An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual's bill rate specified on the Candidate Rate Confirmation sheet.

**Mileage is to be reimbursed at the federal reimbursement rate.

***Should a district require SSG to provide laptops to our candidates an extra 70 cents per hour will be added to the agreed-upon hourly rate.

****Should a district require SSG to provide Chromebooks to our candidates an extra 50 cents per hour will be added to the agreed-upon hourly rate.

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

650.877.8700
www.ssfusd.org

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval to Renew Contracts with Non-Public Agencies for Special Education Mental Health Services for the 2025–2026 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District contracts with qualified agencies to ensure the provision of mental health services for students with Individualized Education Programs (IEPs), in accordance with each student's identified needs. This memo seeks Board approval of contracts for the 2025–2026 school year to support the delivery of these mandated services:

Organization	Description of Services Provided / Agreement	Expected Amount	Contract Maximum
Beacon NPA	Beacon agrees to staff SSFUSD as follows: • 1.5 FTE (0.5 FTE Coordinator, 1.0 FTE mental health provider) for the middle school therapeutic classroom at Alta Loma Middle School, serving up to 12 students.	$620,000	$620,000

	• 4.0 FTE mental health clinicians for approximately 40 SSFUSD students districtwide.		
San Mateo County Behavioral Health and Recovery Services (BHRS)	BHRS agrees to staff SSFUSD as follows: • 1.5 FTE dedicated mental health provider for the high school therapeutic classroom at Baden High School (caseload of 12 students). • 4 BHRS mental health providers for ~18 SSFUSD students. Providers are not exclusive to SSFUSD; BHRS may assign additional staff if referrals exceed capacity.	$400,000	$450,000
San Mateo County Behavioral Health and Recovery Services (BHRS)	Wrap mental health services and parent counseling for students with IEPs requiring mental health support.	$35,000	$40,000
Dooley Corp	Wrap Behavioral Support Services (Engagement Counselors).	$176,880	$200,000
Total		**$1,231,880**	**$1,310,000**

Please see attached Professional Services Agreement with Beacon and Dooley for details of contract. BHRS memorandum is through the San Mateo County Office of Education.

FISCAL IMPLICATIONS:

Resource Code 6546 and Management Code 245 will be utilized to cover this cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the continued contracts with the listed agencies to provide services in accordance with students' Individualized Education Programs (IEPs), and authorize the Assistant Superintendent of Business Services to execute Memoranda of Understanding (MOUs) with each organization.

'Agreement No. Special Education 25-26 - Beacon NPA

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Beacon School
Name of Primary Contact Person: Teresa Malekzadeh
Address: 5670 Camden Ave. San Jose CA 95124
Telephone Number: 408-265–8611
Email address: teresam@beaconschool.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [07/01/2025], to [06/30/2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Beacon School

_____ _____

[Teresa Malekzadeh, Executive Director] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Beacon NPA]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days.
- Therapists also may also be required to attend events after typical working hours, such as IEP meetings, staff meetings, and trainings.
- In addition, some of these therapists will be available for 5 weeks during June and July for our Extended School Year (ESY) program. Exact dates and number of staff will be confirmed by the Director of Special Education & Pupil Personnel Services in advance of the ESY program.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following special services and advice in financial, economic, accounting, engineering, legal or administrative matters:

- Staff Provided:
  - 1 therapist (for HS therapeutic class)
  - 4 therapists (for additional mental health support across school sites that require tier 3 mental health supports - Tier 1 and 2 provided by school psychologists)
  - .5 Coordinator
- Cost:
  - $115,545.45 per therapist based on a 186 school year calendar (including any IEP or department meetings that extend past those times) , plus 22 Extended School year days at 5 hours per day.
  - $57,772.74 per half time coordinator based on a 93 out of 186 school year calendar (including any IEP or department meetings that extend past those times, plus 11 of the 22 Extended School year days at 5 hours per day.
  - Cost will be pro-rated for days when the therapist is not present (including if they are not all required for the 22 summer days), based on a daily rate of $542.
- Duration of Service included in total cost
  - These amounts cover services provided during the regular school year and in alignment with internal mental health provider calendars (186 days), which includes attendance at district professional development days.
  - In addition, staff are to provide services during the Extended School Year (ESY) period, which consists of 20 instructional days with reduced daily hours.
- Billing
  - $57772.72 per month for 11 months

- Total cost of the program is six hundred twenty thousand dollars, ($635,500.00). The amount will be billed in eleven (11) installments of $56,364.00 beginning July 31, 2023.
- In the event that any position is not staffed during a portion of the contracted period, the District will only be billed for the time the position was filled. The billing rate will be prorated based on the applicable annual amount, adjusted proportionally for the specific time period during which the position remained vacant.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- With each invoice, the Contractor will include signed timecards for each staff billed for.
- Expected total payments are $620,000
- Total payments during the term of the contract will not exceed $620,000

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

650.877.8700
www.ssfusd.org

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Dooley Corporation
Name of Primary Contact Person: David Dooley
Address: 1570 El Camino Real 150-112 Redwood City CA 94063
Telephone Number: 667-213-9792
Email address: david@dooleycorpcoaching.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [07/01/2025], to [06/30/2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Dooley Corporation

_____ _____

[David Dooley, CEO/Founder] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Dooley Corporation]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following special services and advice in financial, economic, accounting, engineering, legal or administrative matters:

xx

Scope of Work – Dooley Corp Coaching

Dooley Corp Coaching shall provide **school-based mentoring and wraparound support services** to South San Francisco Unified School District (SSFUSD) on a **per-referral basis**, in alignment with the needs of students identified through the IEP process.

1. **Referral Process:**
   Services under this agreement will be initiated only upon **formal referral by the District's Special Education Department**. Referrals will be made when a student, despite having school-based mental health supports, is determined by the IEP team to require more intensive, wraparound-style services to support educational access, engagement, and social-emotional development.
2. **Service Assignment and Delivery:**
   Upon referral, Dooley Corp Coaching will assign a qualified provider (mentor/coach) to the student. This provider will:
    - Collaborate with the IEP team and attend relevant student support meetings
    - Develop individualized mentoring strategies

- Provide consistent, relationship-based, **in-school mentoring and wraparound support**
- Coordinate with families, site teams, and community service providers to reinforce engagement and success across settings

3. Dooley Coach Services are grounded in a **team-based planning process** designed for students with complex needs and their families. The aim is to improve outcomes so that the student can meaningfully engage in school, participate actively in family and community life, and work toward their personal goals and aspirations.
   Specifically, the process includes:
   - Formation of a team of individuals relevant to the student's well-being, including family members, school staff, service providers, community members, and natural supports
   - Collaborative development and implementation of an **individualized plan of care** that is education-centered, strength-based, and culturally responsive
   - Regular team meetings to monitor the plan's effectiveness and make necessary adjustments
   - A focus on re-engagement with the school setting, skill development for students and families, and sustained success beyond the formal wraparound process

4. **Service Model:**
   The services provided will follow the model described at https://www.dooleycorpcoaching.com/school-based-mentoring, and include:
   - Weekly mentoring sessions tailored to the student's needs
   - Strategies to promote emotional regulation, executive functioning, and positive school engagement
   - Support for school-home communication and collaborative problem-solving
   - Integration with existing school and community resources
   - Services are provided at 6 hours a week for 3 months at a time. Team meets every 3 months to determine the effectiveness of intervention and if it should continue or not. This is a short term service and should not extend past 1 school year unless the IEP team requires as such.
5. **Documentation & Communication:**
   Providers will maintain regular communication with designated district contacts and contribute relevant information for IEP progress updates. Dooley Corp Coaching staff will not provide direct instruction but will support educational access through mentoring and behavior-focused collaboration.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- Hourly rate is $134/hour, depending on experience
- With each invoice, the Contractor will include signed timecards for each staff billed for.
- Dooley Corp Coaching shall be compensated **per student, per month**, or per agreed-upon service block, as outlined in the attached rate schedule. No services will be initiated or billed without prior written referral and approval by the District.
- We currently have 2 students and predict up to 3 more to be referred for the upcoming school year. At 6 hours per week, or approximately 24 hours per month, school being 10 months + ESY which is 1 month (20 days), we predict a cost for 11 months of service to approximately $35,376 per student.
- **Expected total payments are $176,880**
- **Total payments during the term of the contract will not exceed $200,000**

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

650.877.8700
www.ssfusd.org

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Request to Approve Contracts for Interpretation and Translation Services for IEP Meetings and American Sign Language (ASL) Interpretation

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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:

To ensure compliance with the Individuals with Disabilities Education Act (IDEA) and the California Education Code, school districts are required to provide interpretation and translation services for families whose primary language is not English during the special education process. These services are essential to supporting meaningful parent participation in Individualized Education Program (IEP) meetings and decision-making. This includes providing qualified spoken language interpreters during IEP meetings and translating IEP documents and related materials into the family's native language when required. Additionally, these contracts cover access to qualified American Sign Language (ASL) interpreters to support students and families who use ASL as their primary language.

Below is a chart of current and anticipated service providers.

Organization	Services Provided	Expected Amount	Contract Maximum
Certified Languages	Translation and interpretation services for IEP meetings and preparation	$225,000	$275,000
Effectiff	Translation and interpretation services for IEP meetings and preparation	$100,000	$150,000
Avid Translations	Translation and interpretation services for IEP meetings and preparation	$450,000	$550,000
Hanna Interpreting Services	IEP translation/interpretation including ASL services for students (2 known students requiring ASL language models or interpreters)	$350,000	$400,000
Avid Translations (ASL Support)	ASL interpreter/language model support for students whose IEPs indicate the requirement	$50,000	
	Total	**$1,175,000**	**$1,375,000**

FISCAL IMPLICATIONS:

Special Education funds (MGMT: 245) will be utilized to cover the cost of these professional services contract

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve contracts with the agencies listed above for the 2025–2026 school year to provide interpretation and translation services—including American Sign Language (ASL)—to ensure legal compliance and to support meaningful family engagement in the special education process.

'Agreement No. ____Special Education 25-26 - AVID Translations__

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: AVID Translations
Name of Primary Contact Person: Abeer Rafidi
Address: 235 E 3rd Ave. Ste 202, San Mateo CA 94401
Telephone Number: 650-525-9896
Email address: a.rafidi@avidtrans.net

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2025], to [June 30, 2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed[see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

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

667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: AVID Translations

[Abeer Rafidi, Managing Director]	Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services	Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Avid Translations]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

Requirements for On-Campus Interpreters: DOJ & TB Clearance

Overview

Under California Education Code, interpreters providing in-person interpretation services on school campuses are generally required to undergo a **Department of Justice (DOJ) fingerprint background check** and maintain **tuberculosis (TB) clearance**. These requirements exist to ensure the safety and well-being of students and staff.

1. DOJ Fingerprint Clearance

In most circumstances, DOJ fingerprint clearance is required for any non-district personnel who may be on campus and have contact with students.

Although California Education Code § 45125.1 provides an exception for contractors who are under the "immediate supervision and control" of a district employee, our district does **not currently have staff available or willing to assume this supervisory responsibility** during IEP meetings or other interpreted events.

As a result, **DOJ fingerprinting clearance is required for all interpreters providing in-person services on any school campus.**

2. Tuberculosis (TB) Clearance

TB clearance is required under California Education Code § 49406 for any individual working on campus who may come into proximity with students.

All interpreters must provide proof of current TB clearance prior to beginning on-site services.

3. Virtual Interpretation Option

To avoid the need for DOJ fingerprinting and TB clearance, interpretation services may be provided **virtually** (e.g., via Zoom), when appropriate. This option remains compliant and is encouraged when in-person participation is not essential.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

- Translation of IEP documents and Interpretation at IEP meetings.
- ASL Interpreter / Language model for students with IEPs who require this service.
    - We anticipate that Contractor will serve as a substitute for said role and possibly up to 2 students per day, depending on need and match of contractors provided.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- The Contractor shall submit a monthly invoice itemizing the number of documents translated and interpretation services provided at IEP meetings. If American Sign Language (ASL) or language modeling services were provided, the invoice must also include assignment details and a signed timecard.
- Each invoice must clearly indicate:
- The content that was translated, including the number of pages and any associated additional costs
- The specific IEP meeting(s) attended and the duration of attendance for each
- Or, for other student services, a signed timecard by the school principal or designee confirming service delivery
- **Expected total payments for translations and interpretations are $450,000**
- **Expected total payments for ASL Interpreters or Language models are $50,000**
- **Total payments during the term of the contract will not exceed $550,000**

[INSERT PAYMENT SCHEDULE AND OTHER PAYMENT TERMS HERE, SUCH AS HOURLY RATES, LUMP SUM PRICE, UNIT PRICES, ANNUAL COST OR OTHER FORM AND METHOD OF PAYMENT.]

Avid agrees to provide verbal and written communication to ensure families are able to actively participate in the IEP process & to provide ASL interpreters to fill internal vacancies.

Avid Translation Rates/Payment and Order Policy (Updated: June 1st , 2022)

All in-person interpreting services which have been suspended during the Coronavirus shelter in place are only offered for situations with necessary meetings for assessments with children.

Interpretation Services:	**Rate**
In-Person Interpreting: (2 hour minimum)	
Consecutive interpreting (meetings, presentations- all common languages) - minimum 2 hours	**$125** per hour Limited
Simultaneous interpreting (all common languages including ASL) – minimum 2 hours	**$125 p**er hour Limited
ASL interpreting - on site - minimum 2 hours	**$125** per hour Limited
Remote Interpreting: (1.5 hour minimum)	
Video-interpreting – all settings (schools, teletherapy, telemedicine) minimum 1.5 hours	$115 per hour Available
Phone Interpreting (Scheduling & Conferencing) - minimum 1.5 hour	**$115 p**er hour Available

Translation Services:

- Standard Translation (5 pages or less for a 350-word page) $115 per page
- Standard Translation (over 5 pages – Spanish/French/German **$0.2**3 per word
- Standard Translation (Other common languages) **$0.26 p**er word
- Uncommon Languages (where available) **$0.28** per word

Policy on Charges, Ordering Services and Reimbursement for Services:

- Common & Uncommon Languages:
- Common Languages are the 30 common languages that Avid works with and are listed in our brochure.
- Uncommon languages include regional languages or dialects that are not normally available.
- After Hour Rate: All Languages (including ASL) charges are 1.5 hourly rate (minimum charge applies)
- Normal Business Hours are: Monday through Friday 9:00 am to 5:00 pm.
- Avid Translation is closed on Saturday & Sunday and all federally recognized holidays.

Minimum Charges:

- 2-hour minimum charge for all in-person interpretive services
- 1.5 hour minimum for video interpretation
- 1.5-hour minimum for telephonic interpretation.
- Additional charges over the 2-hour minimum: (except court interpreters) are rounded to next half hour.

Ordering Services:

- Ordering services for contract services are all done through our website: www.avidtrans.net >> Request Services >> Select Service
- 72 hours notice at a minimum is encouraged. Orders less than 48 hours are not guaranteed.
- Requests made in less than 24 hours are not guaranteed.

Cancellation Policy:

- Cancellation can be made by email, phone or fax.
- Cancellations in less than 24 hours will be charged the full 2-hour minimum (or 1 hour:30-minute minimum for telephonic interpretation) on any of our services.
- Cancellation of translation orders for documents will be charged up to the point of the work completed.
- Cancellation must be made within normal business hours -not during weekends or after normal business hours. Business hours are 9:00 – 5:00 (Mon. – Fri.)

Payment Policy:

- Payment for services is due upon completion of service. All services will be invoiced. All non-contract clients must provide a credit card or a PO #.
- Avid Translation will fax or email invoices to client (Accounts Payable) office upon completion of services.
- Payments Accepted: company checks, credit card (Visa/ MasterCard), bank checks, money orders.
- All payments must be received within a 45 day time period

'Agreement No. Special Education 25-26 - Certified Languages

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Certified Languages International, LLC
Name of Primary Contact Person: Gloria Ferrante
Address: 4800 SW Macadam Avenue, Ste 400 Portland OR 97239
Telephone Number: 503-484-2425
Email address: gloriaf@certifiedlanguages.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

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3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed[see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

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

667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

[INSERT NAME AND TITLE] Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Certified Languages International]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

Requirements for On-Campus Interpreters: DOJ & TB Clearance

Overview

Under California Education Code, interpreters providing in-person interpretation services on school campuses are generally required to undergo a **Department of Justice (DOJ) fingerprint background check** and maintain **tuberculosis (TB) clearance**. These requirements exist to ensure the safety and well-being of students and staff.

1. DOJ Fingerprint Clearance

In most circumstances, DOJ fingerprint clearance is required for any non-district personnel who may be on campus and have contact with students.

Although California Education Code § 45125.1 provides an exception for contractors who are under the "immediate supervision and control" of a district employee, our district does **not currently have staff available or willing to assume this supervisory responsibility** during IEP meetings or other interpreted events.

As a result, **DOJ fingerprinting clearance is required for all interpreters providing in-person services on any school campus.**

2. Tuberculosis (TB) Clearance

TB clearance is required under California Education Code § 49406 for any individual working on campus who may come into proximity with students.

All interpreters must provide proof of current TB clearance prior to beginning on-site services.

3. Virtual Interpretation Option

To avoid the need for DOJ fingerprinting and TB clearance, interpretation services may be provided **virtually** (e.g., via Zoom), when appropriate. This option remains compliant and is encouraged when in-person participation is not essential.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

- Translation of IEP documents and Interpretation at IEP meetings.
- On demand interpretation between school and a parents of students with IEPs in preparation or in direct support of student's IEP.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- The Contractor shall submit a monthly invoice itemizing the number of documents translated and interpretation services provided at IEP meetings. If American Sign Language (ASL) or language modeling services were provided, the invoice must also include assignment details and a signed timecard.
- Each invoice must clearly indicate:
    - The content that was translated, including the number of pages and any associated additional costs
    - The specific IEP meeting(s) attended and the duration of attendance for each
    - For on-demand, collect school site, requestor's name and the student's first and last initials (first two of each) and grade level to indicate authenticity of request and for invoice auditing purposes
    - Or, for other student services, a signed timecard by the school principal or designee confirming service delivery
- **Expected total payments for translations and interpretations are $225,000**
- **Total payments during the term of the contract will not exceed $275,000**

[INSERT PAYMENT SCHEDULE AND OTHER PAYMENT TERMS HERE, SUCH AS HOURLY RATES, LUMP SUM PRICE, UNIT PRICES, ANNUAL COST OR OTHER FORM AND METHOD OF PAYMENT.]

Certified Languages agrees to provide interpretation and translation services. See attached Certified Languages Translation Contract Rates/Policy on Requesting Services, Cancellation and Payment for more details.

CERTIFIED LANGUAGES INTERNATIONAL

SCHEDULE B

PRICING AND TERMS OF SERVICE

Certified Languages International (CLI)'s Services are priced on a per-use basis with no monthly minimums. All invoice terms are Net 30; 1.0% accrued interest on balances exceeding thirty (30) days. All fees and reimbursements are to be made in U.S. dollars and exclude sales, use, or other applicable tax. Pricing is listed below by Service type. Any dispute on an invoice needs to be made to Company no later than ninety (90) days of when the Service was rendered; otherwise Company is not obliged to issue a credit on the disputed portion of invoice.

Service 1 — Telephone Interpreting Services: Customers are connected to interpreters 24/7/365. The Services shall be performed by Company in a manner consistent with the degree of quality and skill that is standard in the language interpreting services industry. Company warrants and represents that it can provide telephone interpreting services for approximately 200 unique languages, and that the average length of time to connect to the interpreter upon Company's receipt of a call shall not exceed the industry standards. CLI provides third-party dial-out within the borders of the U.S. and Canada for $US 0.15 per minute, in addition to the standard per-minute pricing listed below.

Phone Recordings: Telephone interpreting calls may be recorded for internal quality assurance purposes only. By checking the box below, you are requesting that your sessions *not* be recorded.

☒ I request that my telephone interpreting sessions not be recorded.

CLI's telephone interpreting services under Service 1 include the following:

- **On-Demand Telephone Interpreting Services:** Customers are connected to interpreters 24/7/365, on demand. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the call. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the telephone interpreting session.

- **Pre-Scheduled Telephone Interpreting Services:** Customers may schedule telephone appointments with interpreters in specific languages. There is a minimum fee equal to **30 minutes** regardless of actual time spent during the interpreting session. There is also a **30-minute** cancellation fee if cancellation is not received 24 hours before the scheduled session. If an interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply. Billing for pre-scheduled appointments is based on a per-minute basis and commences at the original scheduled time, unless provisions for a delayed start time are made 24 hours in advance. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the telephone interpreting session.

  Late Policies: Interpreters will wait up to 30 minutes past the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past the scheduled time.

Per-Minute Pricing for Service 1, Telephone Interpreting Services	
All spoken languages	$US 1.65

One-Time, Flat Implementation Fee for Service 1, Telephone Interpreting Services	
Fee for call procedure set-up, payable upon completion of implementation	$US 500.00

CERTIFIED LANGUAGES INTERNATIONAL

Service 2 — Video Remote Interpreting ("VRI") Services: Once implemented, Customer may access video remote interpreting services, in which Customer (or agent of Customer) is at a video device (which might include but is not limited to a video phone device, tablet device, or video-equipped computer) and is remotely connected to an interpreter for American Sign Language and/or spoken language interpreting. Video remote interpreting sessions are never recorded, for any reason. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the video interpreting session. Billing terminates when either the interpreter or Customer ends the video remote interpreting session.

CLI's Video Remote Interpreting Services under Service 2 include the following:

- **On-Demand Video Remote Interpreting Services:** Customers are connected to video interpreters on demand during the hours of availability. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the video interpreting session. Billing terminates when either the interpreter or Customer ends the video interpreting session.

- **Pre-Scheduled Video Remote Interpreting Services:** Customers may schedule appointments with video interpreters in specific languages. There is a minimum fee equal to **30 minutes** regardless of actual time spent during the interpreting session. There is also a **30-minute** cancellation fee if cancellation is not received 24 hours before the scheduled session. If a video interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply. Billing for pre-scheduled appointments is based on a per-minute basis and commences at the original scheduled time, unless provisions for a delayed start time are made 24 hours in advance. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the video interpreting session.

  Late Policies: Interpreters will wait up to 30 minutes past the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past the scheduled time.

Per-Minute Flat Rate Pricing for Service 2, Video Remote Interpreting Services			
Language	**Spanish**	**Other Spoken Languages (Non-Spanish)**	**American Sign Language**
Price	$US 2.00	$US 2.00	$US 2.50

Service 3 — Written Document Translation Services: Each written document translation project is priced based on word count, language, and document software platform. An authorized User will be required to send an email to CLI's Manager of Translation Services (translations@certifiedlanguages.com) authorizing the work to be done and specifying any special requirements related to the translation, including but not limited to special confidential handling of the document. Cost estimates provided by CLI are approximate. Additional fees may be charged for special formatting and/or for expedited delivery; however, any additional fees will be quoted up front.

Service 4 —Assessment Services: Customer retains Company to provide assessment services via telephone. The Services are a tool to aid the Customer with assessing interpreting skills. The assessment will only rate the interpreting skill level of an individual and will not determine whether

the individual passed or failed the test. The Customer is solely responsible for determining how to interpret and act upon the results of the testing.

Pricing for Service 4, Assessment Services	
Interpreting Skills Assessment	$US 200.00 per assessment

"No-Show" Policy: CLI's test administrator will wait up to 10 minutes past the original scheduled start time for the assessment appointment. After that, if the individual taking the assessment is not present, there will be a fee equal to half the cost of the assessment.



CERTIFIED LANGUAGES INTERNATIONAL

CLI's Document Translation Rates

Language	Rate per Word
Afrikaans	$0.36
Albanian	$0.28
Amharic	$0.30
Arabic	$0.30
Armenian (Eastern)	$0.28
Armenian (Western)	$0.28
Azerbaijani (Azeri)	$0.36
Bassa	$0.36
Belarusian	$0.30
Bengali	$0.30
Bosnian	$0.28
Braille	Flat Rate
Bulgarian	$0.28
Burmese	$0.32
Cambodian (Khmer)	$0.32
Cape Verde Creole	$0.38
Cebuano	$0.40
Chinese (Simplified)	$0.28
Chinese (Traditional)	$0.28
Chuukese	$0.39
Croatian	$0.28
Czech	$0.28
Danish	$0.30
Dari	$0.30
Dutch	$0.28
Estonian	$0.28
Farsi (Persian)	$0.30
Finnish	$0.28
Flemish	$0.28
French (Canada)	$0.28
French (France)	$0.28
Fulani	$0.40
Georgian	$0.28
German	$0.28
Greek	$0.28
Gujarati	$0.30
Haitian Creole	$0.28
Hakha Chin	$0.40
Hakka (Chinese)	$0.28
Hebrew	$0.30
Hindi	$0.30
Hmong	$0.30
Hungarian	$0.28
Icelandic	$0.32
Igbo/Ibo	$0.40
Ilocano	$0.48
Ilonggo (Hiligaynon)	$0.36
Indonesian	$0.30
Italian	$0.28
Japanese	$0.32
Javanese	$0.32
Kannada	$0.32
Karen	$0.38

Language	Rate per Word
Kazakh	$0.30
Kinyarwanda	$0.36
Kirundi	$0.32
Korean	$0.28
Kurdish (Kurmanji dialect)	$0.36
Kurdish (Sorani dialect)	$0.36
Kyrgyz/Kirgiz	$0.32
Lao (Laotian)	$0.30
Latvian	$0.28
Lithuanian	$0.28
Macedonian	$0.30
Malay (Malaysian)	$0.30
Mandinka	$0.40
Marathi	$0.32
Marshallese	$0.50
Mien	$0.40
Mongolian	$0.36
Montenegrin	$0.32
Navajo	$0.36
Nepali	$0.32
Norwegian	$0.28
Oromo	$0.40
Pashto	$0.30
Polish	$0.28
Portuguese (Brazil)	$0.28
Portuguese (Portugal)	$0.28
Punjabi	$0.30
Rohingya	$0.40
Romanian (Moldavan)	$0.28
Russian	$0.28
Serbian	$0.28
Slovak	$0.28
Slovenian	$0.28
Somali	$0.30
Spanish (Castilian)	$0.22
Spanish (Latin American)	$0.22
Spanish (other varieties)	$0.22
Swahili	$0.30
Swedish	$0.28
Tagalog	$0.30
Tamil	$0.32
Telugu	$0.32
Thai	$0.30
Tibetan	$0.40
Tigrinya	$0.32
Turkish	$0.28
Ukrainian	$0.28
Urdu	$0.30
Uzbek	$0.30
Vietnamese	$0.28
Wolof	$0.42
Yoruba	$0.36

'Agreement No. Special Education 25-26 - Effectiff

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Effectiff
Name of Primary Contact Person: Alex Cherkashin
Address: 1212 Broadway Plaza Walnut Creek CA 94596
Telephone Number: 929-999-5719
Email address: alex.ch@effectiff.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2025], to [June 30, 2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

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

667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Effectiff

[Alexander Leshchinskiy, CEO] Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Effectiff]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

Requirements for On-Campus Interpreters: DOJ & TB Clearance

Overview

Under California Education Code, interpreters providing in-person interpretation services on school campuses are generally required to undergo a **Department of Justice (DOJ) fingerprint background check** and maintain **tuberculosis (TB) clearance**. These requirements exist to ensure the safety and well-being of students and staff.

1. DOJ Fingerprint Clearance

In most circumstances, DOJ fingerprint clearance is required for any non-district personnel who may be on campus and have contact with students.

Although California Education Code § 45125.1 provides an exception for contractors who are under the "immediate supervision and control" of a district employee, our district does **not currently have staff available or willing to assume this supervisory responsibility** during IEP meetings or other interpreted events.

As a result, **DOJ fingerprinting clearance is required for all interpreters providing in-person services on any school campus.**

2. Tuberculosis (TB) Clearance

TB clearance is required under California Education Code § 49406 for any individual working on campus who may come into proximity with students.

All interpreters must provide proof of current TB clearance prior to beginning on-site services.

3. Virtual Interpretation Option

To avoid the need for DOJ fingerprinting and TB clearance, interpretation services may be provided **virtually** (e.g., via Zoom), when appropriate. This option remains compliant and is encouraged when in-person participation is not essential.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

- Translation of IEP documents and Interpretation at IEP meetings.
- On demand interpretation between school and a parents of students with IEPs in preparation or in direct support of student's IEP.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- The Contractor shall submit a monthly invoice itemizing the number of documents translated and interpretation services provided at IEP meetings. If American Sign Language (ASL) or language modeling services were provided, the invoice must also include assignment details and a signed timecard.
- Each invoice must clearly indicate:
    - The content that was translated, including the number of pages and any associated additional costs
    - The specific IEP meeting(s) attended and the duration of attendance for each
    - For on-demand, collect school site, requestor's name and the student's first and last initials (first two of each) and grade level to indicate authenticity of request and for invoice auditing purposes
    - Or, for other student services, a signed timecard by the school principal or designee confirming service delivery
- **Expected total payments for translations and interpretations are $100,000**
- **Total payments during the term of the contract will not exceed $150,000**

Commercial Pricelist 2024

Document Translation Services:	Per Word
Category A (minimum service – 750 words or less $65.00) - Non-Rush	$0.09
Category B (minimum service – 750 words or less) - $75.00)	$0.13
Category C (minimum service – 750 words or less) - $85.00)	From $0.16
Rush Services for languages of Category A	$0.13
Rush Services for languages of Category B	$0.18
Machine translation and Post edit	$0.08
Revisions - includes second round and above of author-requested proofreading and editing; as well as request for source additions, alterations or rewrites	$0.07
Transcription & Voice-Over Services:	**Per Minute**
Transcription for languages of Category A and B	$2.50
Voice-Over (one person) for languages of Category A and B	$45.00
Subtitles for languages of Category A and B	$10.00
Additional Workflow Charges:	
Multilingual DTP (Desktop Publishing / Graphic Design) – includes Webpage translation and formatting (localization	$45.00 per hour

Remote Interpretation Services	Per Minute
Over-the-Phone Interpretation	
Category A (on-demand and prescheduled)	$0.70
Category B (on-demand and prescheduled)	$0.75
Category C (on-demand and prescheduled)	$0.85
Video-Remote Interpretation	
Category A (on-demand and prescheduled)	$0.90
Category B (on-demand and prescheduled)	$0.95

Category C + ASL (on-demand and prescheduled)	$1.10
Minimum Fee per month (in case the cost for total amount of minutes for all remote services provided per month is less than $150)	$150.00
Monthly Discount (in case total amount of minutes for all remote services provided per month is more than 7,500 minutes)	- 10%
Monthly Discount (in case total amount of minutes for all remote services provided per month is more than 12,500 minutes)	- 15%
On-site Consecutive/Simultaneous Interpretation	**Per Hour**
Category A (2 hours minimum)	$85.00/$130.00
Category B (2 hours minimum)	$95.00/$160.00
Category C (2 hours minimum)	$115.00/$165.00
ASL (2 hours minimum)	$130.00
Remote Simultaneous Interpretation	
Spanish (2 hours minimum, 1 interpreter)	$95.00
All Other Languages (2 hours minimum, 1 interpreter)	$140.00

Category A *includes such languages as Spanish.*

Category B *includes such languages as French, Macedonian, Mongolian, Croatian, Albanian, Estonian, Romanian, Kazakh, Danish, Dutch, Amharic, Japanese, Somali, Albanian, Hindi, Swahili, Finnish, Swedish, Nepali, Karen, Bahasa, Indonesian, Latvian, Haitian Creole, Vietnamese, Burmese, Lithuanian, Malay, Italian, Czech, Slovak, Thai, Chinese, Arabic, Bosnian, Polish, Serbian, Armenian, Georgian, German, Amharic, Hebrew, Greek, Turkish, Korean, Portuguese.*

Category C *includes such languages as Acholi, Norwegian, Duala, Jamaican Patois, Mbay, Afar, Mien, Soga, Afrikaans, Dzongkha, Jarai, Mirpuri, Akan, Edo, Javanese, Mixteco, Soninke, Akateko, Ekegusii, Jingpho, Mizo, Sorani, Jinyu, Mnong, Ewe, Anuak, Farsi, Jula, Sunda, Apache, Fijian, Kaba, Mortlockese, Kamba, Napoletano, Kanjobal, Navajo, Flemish, Kannada, Sylhetti, Ngambay, Tagalog, Kashmiri, Nigerian Pidgin, Taiwanese, Bahdini, Fukienese, Kayah, Tajik, Bahnar, Fulani, Nuer, Tamil, Bajuni, Fuzhou, Kham, Nupe, Telugu, Bambara, Ga Khana, Nyanja, Bantu, Gaddang, Khmer, Nyoro, Tibetan, Barese, Gaelic-Irish, K'iché, Ojibway, Tigré, Basque, Gaelic-Scottish, Kikuyu, Oromo, Tigrigna, Bassa, Garre, Kimiiru, Pampangan, Toishanese, Gen, Koho, Papiamento, Tongan, Bemba, Pashto, Tooro, Benaadir, Krahn, Plautdietsch, Trique, Bengali, Krio, Pohnpeian, Berber, Gheg, Kunama, Turkmen, Bosnian, Gokana, Kurmanji, Tzotzil, Bravanese, Kyrgyz, Bulgarian, Gujarati, Laotian, Urdu, Gulay, Pugliese, Uyghur, Cantonese, Gurani, Liberian Pidgin English, Pulaar, Uzbek, Catalan, Lingala, Punjabi, Cebuano, Hakka China, Putian, Visayan, Chaldean, Hakka Taiwan, Luba- Kasai, Quechua,*

Welsh, Chamorro, Hassaniyya, Luganda, Quichua, Wodaabe, Chaochow, Hausa, Luo, Rade, Wolof, Chin Falam, Hawaiian Hebrew, Maay, Rakhine, Wuzhou, Chin Hakha, Hiligaynon, Rohingya, Yemeni Arabic, Chin Mara, Yiddish, Chin Matu, Hindko, Malayalam, Rundi, Yoruba, Chin Senthang, Hmong, Maltese, Yunnanese, Chin Tedim, Hunanese, Mam, Rwanda, Zapoteco, Chipewyan, Mandarin, Samoan, Zarma, Chuukese, IIcelandic, Mandinka, Sango, Zo, Cree, Igbo, Maninka, Seraiki, Zyphe, Croatian, Ilocano, Manobo, Dinka, Marathi, Shanghainese, Inuktitut, Marka, Shona, Dari, Marshallese, Sichuan Y, Dewoin, Jakartanese, Masalit.

The indicated rates are valid both for translation from English into the required language, and vice versa.

Explanatory notes

• **(*) Rush service is considered for all requests exceeding 2,500 words that need to be delivered within 24 hours. If you request a translation of less than 2,500 words to be delivered within 24 hours, it will be considered as regular job**.

• (**) We consider 250 words per page.

• (***) For on-site interpretation services: 2 hours minimum billing, and the provision is of 1 (one) interpreter. If the event needs more interpreters, this must be specified and requested in advance. For remote interpretation services (OPI, VRI), the minimum billing would be of 2 minutes. For RSI, the minimum billing would be of 1 hour.

The given rates are valid during business hours (8 a.m. to 5 p.m.) and after hours. For weekends, emergencies and holidays, rush service may apply. This is subject to project scope and deadline expectations.

Turnaround Time

Due to the solid experience and counties' existing contracts Effectiff fully understands and realizes all the possible workload and approach to be taken.

For document translation services, Effectiff is capable to process up to 50,000 words daily working with more than 3,000 translators that allows us to provide linguistic services to dozens of people, manage up to 40 separate projects daily and about 14,000 projects a year.

Our regular daily capacity is up to 2,500 words. As indicated above, this number can exponentially increase upon request. Please note that for projects exceeding our daily regular capacity, we might have to charge a rush job service rate. Please refer to our price sheet above for reference.

Type of Request	Range of Volume of work	Turnaround Time
Regular Service Request for translation as per indicated in the solicitation document.	1 – 2,500 words	1 day
	2,500 – 5,000 words	2 days
	5,000 – 25,000 words	2 – 10 days
	25,000 – 50.000 words	10 – 20 days
	50,000+ words	Agreed Timeline
Rush Service Request for translation as per indicated in the solicitation document.	2,500 – 50,000 words	1 day
	50,000+ words	Agreed timeline

Cancelation Policy

- If the translation request is cancelled before its start, no fees shall be charged.
- If the translation request is cancelled when it is already in execution, the solicitor may have to cover the advance of the project before the interruption.
- Cancellations of pre-scheduled interpretation services received with more than 72 hours' notice (at least 72 hours prior the time of particular appointment) are non-billable.
- Interpretation services cancellations received within 72 to 48 hours prior the interpretation session are billable for a minimum fee.
- Interpretation services cancellations received within 48 to 24 hours prior the interpretation session are billable for 50% of the cost of the scheduled services.
- Interpretation services cancellations received within less than 24 hours' prior the interpretation session are billable for 100% of the cost of the scheduled services.

'Agreement No. ____Special Education 25-26 - Hanna Interpreting Services____

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Hanna Interpreting Services
Name of Primary Contact Person: Sean Spicer
Address: 3322 Sweetwater Springs Bl;vd., Ste. 204
Spring Valley CA 91977
Telephone Number: 619-962-2331
Email address: sean.spicer@hannais.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2025], to [June 30, 2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

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

667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Hannah Interpreting Services

[Sean spicer, Revenue Operations Manager]	Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services	Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Hanna Interpreting Services]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

Requirements for On-Campus Interpreters: DOJ & TB Clearance

Overview

Under California Education Code, interpreters providing in-person interpretation services on school campuses are generally required to undergo a **Department of Justice (DOJ) fingerprint background check** and maintain **tuberculosis (TB) clearance**. These requirements exist to ensure the safety and well-being of students and staff.

1. DOJ Fingerprint Clearance

In most circumstances, DOJ fingerprint clearance is required for any non-district personnel who may be on campus and have contact with students.

Although California Education Code § 45125.1 provides an exception for contractors who are under the "immediate supervision and control" of a district employee, our district does **not currently have staff available or willing to assume this supervisory responsibility** during IEP meetings or other interpreted events.

As a result, **DOJ fingerprinting clearance is required for all interpreters providing in-person services on any school campus.**

2. Tuberculosis (TB) Clearance

TB clearance is required under California Education Code § 49406 for any individual working on campus who may come into proximity with students.

All interpreters must provide proof of current TB clearance prior to beginning on-site services.

3. Virtual Interpretation Option

To avoid the need for DOJ fingerprinting and TB clearance, interpretation services may be provided **virtually** (e.g., via Zoom), when appropriate. This option remains compliant and is encouraged when in-person participation is not essential.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise

agreed upon in writing.

- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

- Translation of IEP documents and Interpretation at IEP meetings.
- ASL Interpreter / Language model for students with IEPs who require this service.
    - We anticipate that Contractor will serve as a substitute for said role and possibly up to 2 students per day, depending on need and match of contractors provided.

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- The Contractor shall submit a monthly invoice itemizing the number of documents translated and interpretation services provided at IEP meetings. If American Sign Language (ASL) or language modeling services were provided, the invoice must also include assignment details and a signed timecard.
- Each invoice must clearly indicate:
- The content that was translated, including the number of pages and any associated additional costs
- The specific IEP meeting(s) attended and the duration of attendance for each
- Or, for other student services, a signed timecard by the school principal or designee confirming service delivery
- **Expected total payments for translations and interpretations are $100,000**
- **Expected total payments for ASL Interpreters or Language models are $250,000**
- **Total payments during the term of the contract will not exceed $400,000**

SET UP & MAINTENANCE		
Service Type	**Description**	**Minimum Fee**
-	Account Set Up	(Waived) ~~$99~~
-	Live Video Training	(Waived) ~~$99~~
-	Monthly Minimum Maintenance Fee	(Waived) ~~$99~~
* Charged if the total service fees for the month do not add up to the minimum amount of $99.00.		

DOCUMENT TRANSLATION (TR)*			
Service Type	**Language**	**Rate**	**Minimum Fee**
Machine Translation (Reliable Database)			
TR	Language Group A (Spanish)	$0.075/word	$30.00
TR	Language Group B	$0.125/word	$45.00
TR	Language Group C	ASK	ASK

Machine Translation & Human Post-Edit (MTPE)			
TR	Language Group A (Spanish)	$0.09/word	$30.00
TR	Language Group B	$0.15/word	$45.00
TR	Language Group C	ASK	ASK
Human Translation & Proofreading			
TR	Language Group A (Spanish)	$0.15/word	$50.00
TR	Language Group B	$0.25/word	$75.00
TR	Language Group C	$0.30/word	$100.00

TRANSLATION MEMORY – LEVERGING DISCOUNT RATE			
TR	Repetitions	70% Discount	Minimum Charge Based Language Group
TR	Exact Match (100-101%)	70% Discount	Minimum Charge Based Language Group
TR	Leveraged Match (90-99%)	40% Discount	Minimum Charge Based Language Group
TR	Fuzzy Match & No Match	NO Discount	Minimum Charge Based Language Group

OTHER SERVICES			
-	Proofreading	$60.00/hour	$60.00
-	Desktop Publishing	$40.00/page	
-	ADA/508 Remediation	$40.00/page	
-	Rush Fees**	10%	10%
** Standard Document Translation Turnaround Time: 3 business days (avg. 3,000 words per language per day)** Regular Hours Minimum Fee shall apply to projects submitted between 8 AM - 5 PM PST, Monday – Friday.*			

ON-DEMAND OVER THE PHONE INTERPRETATION (OPI)

Service Type	Language	Rate	Minimum	Min. Total
Offshore OPI	Language Group A (Spanish)	$0.79/min	1	$0.79
Offshore OPI	Language Group B & C (All Other Spoken)	$0.89/min	1	$0.89
Onshore OPI	Language Group A (Spanish)	$0.89/min	1	$0.89
Onshore OPI	Available Languages	$0.99/min	1	$0.99

ON-DEMAND VIDEO-REMOTE INTERPRETATION (VRI)				
Service Type	Language	Rate	Minimum	Min. Total
Offshore VRI	Language Group A (Spanish)	$0.99/min	1	$0.99
Offshore VRI	All Other Available Languages	$1.49/min	1	$1.49
Onshore VRI	Language Group A (Spanish)	$1.49/min	1	$1.49
Onshore VRI	All Other Available Languages	$1.99/min	1	$1.99
Onshore VRI	Language Group D (ASL)	$1.99/min	1	$1.99

Region A - PRE-SCHEDULED CONSECUTIVE INTERPRETATION (QUALIFIED)				
Service Type	Language	Rate	Minimum	Minimum Total
In-Person	Language Group A (Spanish)	$75.00/hr	2	$150.00
In-Person	Language Group B (Core Lang.)	$90.00/hr	2	$180.00
In-Person	Language Group C (All Other Spoken Lang.)	$105.00/hr	2	$210.00
In-Person	Language Group D (ASL)	$145.00/hr	2	$290.00

In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%
In-Person	Evenings & Weekends Fees	10%	10%	10%
In-Person	Mileage/Travel Fees	Waived	Waived	Waived
OPI/VRI	Language Group A (Spanish)	$75.00/hr	1	$75.00
OPI/VRI	Language Group B (Core Lang.)	$90.00/hr	1	$90.00
OPI/VRI	Language Group C (All Other Spoken Lang.)	$105.00/hr	1	$105.00
OPI/VRI	Language Group D (ASL)	$145.00/hr	1	$145.00
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%

Service Type	Language	Rate	Minimum	Minimum Total
In-Person	Language Group A (Spanish)	$115.00/hr	2	$200.00
In-Person	Language Group B (Core Lang.)	$130.00/hr	2	$230.00
In-Person	Language Group C (All Other Spoken Lang.)	$145.00/hr	2	$260.00
In-Person	Language Group D (ASL)	$165.00/hr	2	$290.00
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%

In-Person	Evenings & Weekends Fees	10%	10%	10%
In-Person	Mileage/Travel Fees	Waived	Waived	Waived
OPI/VRI	Language Group A (Spanish)	$115.00/hr	1	$100.00
OPI/VRI	Language Group B (Core Lang.)	$130.00/hr	1	$115.00
OPI/VRI	Language Group C (All Other Spoken Lang.)	$145.00/hr	1	$130.00
OPI/VRI	Language Group D (ASL)	$165.00/hr	1	$145.00
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%

Service Type	Language	Rate	Half-Day Min	Full-Day Min
In-Person	Language Group A (Spanish)**	$150.00/hr	3	6
In-Person	Language Group B (Core Lang.)**	$250.00/hr	3	6
In-Person	Language Group C (All Other Spoken Lang.)**	$350.00/hr	3	6
In-Person	Language Group D (ASL)*	$175.00/hr	2	-
In-Person	Language Group E (CART)	$250.00/hr	3	-
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%

In-Person	Evenings & Weekends Fees	10%	10%	10%
In-Person	Mileage/Travel Fees	Waived	Waived	Waived
OPI/VRI	Language Group A (Spanish)	$125.00/hr	3	-
OPI/VRI	Language Group B (Core Lang.)	$225.00/hr	3	-
OPI/VRI	Language Group C (All Other Spoken Lang.)	$325.00/hr	3	-
OPI/VRI	Language Group D (ASL)*	$150.00/hr	2	-
OPI/VRI	Language Group E (CART)	$225.00/hr	3	-
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%

** Requires a team of two ASL interpreters per simultaneous interpretation event*

*.** Some spoken languages may require teaming due to the nature of the event (Topic, Setting, Complexity, Length, Speakers, Medium)*

Service Type	Equipment	Cost Per Session	Minimum	Total
In-Person	Digital Medium Area Transmitter	$150.00	1	$150.00
In-Person	Multi-Channel Receivers & Headsets	$5.00	1	$5.00
In-Person	Roundtrip Shipping	Waived	Waived	Waived

TRANSCRIPTION/CLOSED CAPTIONING/SUBTITLING				
English Transcription	**Discount Per Minute 1 week**	**Standard Per Minute 3-5 Days**	**Rush Per Minute 2-3 Days**	**Overnight Per Minute 1 Day**
1-2 Speakers	$1.50	$1.75	$2.25	$2.75
3-4 Speakers	$2.00	$2.25	$2.75	$3.25
5 or More Speakers	$2.50	$2.75	$3.25	$3.75
Minimum Fee Per Project	**$150.00**	**$150.00**	**$150.00**	**$150.00**
Language Group A Transcription	**Discount Per Minute 1 week**	**Standard Per Minute 3-5 Days**	**Rush Per Minute 2-3 Days**	**Overnight Per Minute 1 Day**
1-2 Speakers	$2.50	$2.75	$3.25	$3.75
3-4 Speakers	$3.00	$3.25	$3.75	$4.25
5 or More Speakers	$3.50	$3.75	$4.25	$4.75
Minimum Fee Per Project	**$250.00**	**$250.00**	**$250.00**	**$250.00**
Language Group B-C Transcription	**Discount Per Minute 1 week**	**Standard Per Minute 3-5 Days**	**Rush Per Minute 2-3 Days**	**Overnight Per Minute 1 Day**
1-2 Speakers	$12.50	$12.75	$13.25	$13.75
3-4 Speakers	$13.00	$13.25	$13.75	$14.25
5 or More Speakers	$13.50	$13.75	$14.25	$14.75
Minimum Fee Per Project	**$350.00**	**$350.00**	**$350.00**	**$350.00**
Other Additional Charges				
Moderate accents	$0.50/min			
Heavy accents	$0.75/min			
Technical, Medical, or Scientific Terminology	$0.50/min			
Medium Background Noise	$0.50/min			
Heavy Background Noise	$0.75/min			
Time Stamps – 1 to 10 minutes	$0.50/min			
Editing Options				
Clean Verbatim (Standard) Included	Files are edited to capture what each speaker is saying, taking out repeated or stuttered words, 'ums' and 'ahs' and other filler words are removed, and slight grammar edits are made to make transcript clear and readable.			
Strict Verbatim $0.50/min	Verbatim transcripts include ever word said by each speaker, including filler words, stutters, and every word exactly as spoken.			
Full Edit $0.50/min	Completely edited transcripts will ensure your transcripts are edited to be completed grammatically correct and edited for readability and style. This typically is used for transcripts turned into publications, articles, books, etc.			

ALTERNATIVE FORMATS						
Format	**Simple****	**Moderate****	**Complex 1****	**Complex 2****	**Reprint - set-up fee*****	**Output / per side Audio CD or Flash Drive**
Braille	$10.00-$15.00 /pg	$15.00-$18.00 /pg	$18.00-$33.00 /pg	$33.00-$150.00 /pg	$50.00	$0.50
Large Print	$8.50-$13.00 /pg	$13.00-$18.00 /pg	$18.00-$33.00 /pg	$33.00-$150.00 /pg	$50.00	$0.15
Audio / Data CD	$10.00-$15.00 /pg	$15.00-$18.00 /pg	$18.00-$33.00 /pg	$33.00-$150.00 /pg	$50.00	$3.50 per CD / $7.50 Flash
Text-to-Speech	Quoted on a per project basis.					
Voice-to-Text	Quoted on a per project basis.					
Voice Recording	Quoted on a per project basis.					
Voice Over	Quoted on a per project basis.					
Braille, Large Print, Audio Complexity Descriptions						
Simple	Single column text on the page, Simple text reformatting, Simple tables with less than 3 columns, up to 3 unique tables, up to 10 variable fields					
Moderate	Simple tables with up to 9 columns, up to 6 different tables, Single column on the page, more than 10 variable fields					
Complex 1	Complex or nested tables, more than 6 different tables, Multiple columns on the page, Multiple variable fields					
Complex 2	Forms pages, OCR required - additional QC Required					
Pricing Descriptions						
* For Ad hoc documents; $150 minimum transcription for hard copy formats (Braille, Large Print, Audio). Ad hoc - per finished copy minimum - $10.00 for Braille and Large Print ** Pages containing multiple levels of complexity may exceed these individual page rates. *** Setup of file on embosser/printer. Charged one-time per order regardless of quantity ordered.						

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval to renew curriculum and instructional/professional development training agreements for the 2025–26 school year.

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 vendors provide South San Francisco Unified School District with evidence-based, standards-aligned curriculum designed to support students with disabilities. In addition to instructional materials, these companies offer training and on-site coaching to ensure our educators are well-equipped to deliver high-quality, accessible instruction to all learners.

The chart below outlines each vendor and the specific services or resources they will provide to support our special education programs for the 2025–2026 school year.

Organization	Service(s) Provided	Description	Expected Amount	Contract Maximum
School Specialty (S.P.I.R.E.)	Curriculum & Training for Reading Intervention	S.P.I.R.E.® is a comprehensive, multisensory reading intervention program that integrates phonological awareness, phonics, handwriting, fluency, vocabulary, spelling, and	$40,000	$45,000

		comprehension. Based on Structured Literacy principles and developed by OG Fellow Sheila Clark Edmands, it follows a 10-step instructional model proven to support struggling readers. • $25,000 allocated to training and coaching • Remainder for student and teacher materials Used throughout special education classrooms and programs.		
N2y, LLC (Unique Learning System)	Curriculum & Training for Adapted Curriculum (Grades K–8 and ATP)	Unique Learning System is a standards-based, adapted curriculum designed for students with significant learning needs. It includes differentiated, standards-aligned content across all subject areas, supported by assessments, data tools, and instructional strategies—all delivered via a cloud-based platform. • $3,600 allocated to training • Remainder for student and teacher materials	$36,000	$40,000

		Used in elementary, middle, and adult age extensive needs classrooms.		
Attainment Company	Curriculum & Training for Adapted Curriculum (Grades 9–12)	In alignment with California Education Code Section 51225.31 (AB 181), this curriculum supports students with significant cognitive disabilities who are eligible for an alternate diploma pathway. Attainment provides a standards-aligned curriculum that ensures equitable access to graduation for students in alternate programs. Used in high school-age extensive needs classrooms.	$30,000	$35,000
Total			**$106,000**	**$120,000**

In addition to the agreements listed above, note that we also have multi-year contracts with the following curricular supports that were approved in prior years.

Organization	Service(s) Provided	Description	SY25-26 Expected Amount	Multi-Year Contract Approval Details
Touch Math	Curriculum & Training for Math Intervention	TouchMath is an evidence- and science-based methodology focused on math using a multisensory approach. It supports students with dyscalculia and learning disabilities, effective in both general and special education settings. The program includes content through Algebra	$45,000	Approved summer 2024: •Year 1: 24–25 •Year 2: 25–26 •Year 3: 26–27

		1 and serves as a supplementary or supplant curriculum. 3-year coaching contract: • 24–25: $30,000 • 25–26: $35,000 • 26–27: $35,000 Plus $10,000/year for materials = • 24–25: $40,000 • 25–26: $45,000 • 26–27: $45,000 Used in all special education classrooms and programs.		
Enome, Inc (Goalbook)	Support with IEP Goal Writing	Goalbook provides a platform for writing individualized IEP goals aligned to grade-level standards. It scaffolds goals to support each student's unique needs and has been approved for a 3-year contract. Contract terms: • 23–24: $75,505.50 • 24–25: $75,505.50 • 25–26: $75,505.50 https://goalbookapp.com/ Used throughout special education classrooms and programs.	$75,505.50	Approved summer 2023: •Year 1: 23–24 •Year 2: 24–25 •Year 3: 25–26
Learning Without Tears	Early Childhood Special Education Curriculum	Get Set for School is aligned with CA early learning standards and includes comprehensive modules in Language & Literacy, Readiness and Writing, Numbers & Math, Oral Language, Science, Social Studies, and Social Emotional learning. 3-Year Costs: • Materials: $23,703.68 • Onsite PD (1 day/year): $10,500 • Virtual PD (2 sessions/year): $8,400 • Total (3 years): $42,603.68 • SY25–26: $13,000 (materials) + $3,500 (onsite PD) + $2,800	$19,300	Approved summer 2023: •Year 1: 23–24 •Year 2: 24–25 •Year 3: 25–26

		(virtual PD) Used in early childhood special education classrooms.		

FISCAL IMPLICATIONS:

- New Curriculum Contracts *(pending approval on June 12, 2025)*
    - Expected Cost: $106,000
    - Maximum Cost: $120,000
- Multi-Year Contracts *(previously approved)*
    - Expected Cost: $139,805.50
- Total Special Education Curriculum Expenses for SY 2025–26 *(including new and ongoing contracts)*
    - Expected Total Cost: $246,805.50
    - Maximum Total Cost: $259,805.50

Local Control and Accountability Plan (LCAP) funds will be used to cover the cost of these curriculum-related needs for the Department of Special Education.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve these contracts and purchase order requests to ensure the district can meet the curricular and coursework needs of students with Individualized Education Programs (IEPs).

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval of contract renewal with Air Tutors for 2025-26 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:

Since June 5, 2023, South San Francisco Unified School District has partnered with Air Tutors to provide high-dosage tutoring to students with Individualized Education Programs (IEPs) as part of our learning recovery efforts. This memo seeks Board approval to continue these services and expand access to additional eligible students as part of a pilot program.

Air Tutors offers a structured, relationship-based tutoring model in which each student is paired with a dedicated tutor for scheduled sessions. This consistent pairing allows for the development of trust and continuity, particularly valued by families. The platform was designed with accessibility in mind, specifically supporting students with learning disabilities and those learning English. Their approach centers on equity, consistency, and strong relationships to drive meaningful academic progress. We respectfully request approval to allocate $200,000 to continue and expand high-dosage tutoring services for students eligible under IDEA for the 2025–2026 school year.

FISCAL IMPLICATIONS:

$200,000 - LCAP funds will be utilized to cover the cost of this professional services contract.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the continued partnership with Air Tutors for the 2025–2026 school year to support student academic success.

AIR TUTORS
CONTRACT FOR SERVICES AGREEMENT

This Air Tutors Contract for Services Agreement (the "Agreement") made this May 2025 ("Effective Date"), by and between Air Tutors, LLC ("Air Tutors"), South San Francisco Unified School District (the "District"), (collectively "the Parties").

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors' services.

(b) Scope of Work.

i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the "Services").

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small-group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators who can speak their native language and who have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators who have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those who would benefit most. Air Tutors will bolster their efforts through parent and student outreach, with engagement occurring in each student's native language. Air Tutors will get to know each student's unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District's entire course catalogue in, but not limited to, the following areas of study: Elementary School Math, Elementary School Reading and Fluency, Executive Functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, Economics, Human Geography, Modern World History, Honors Modern World History, Introduction to Psychology, U.S. History, Creative Writing, English K-12.

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students nor with any group having less than 3 students) when feasible per the students' and Air Tutors time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the District will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the District will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors who speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = $100.00

The total budget for Services rendered pursuant to this contract is not to exceed $200,000.00.

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The District agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase Order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an “on-demand” basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30, 2026. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and the District representative, Sabrina Yacoub, Director of Special Education.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

District's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by District without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

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

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AIR TUTORS, LLC

DATED 05/14/2025



By: Hasan Ali, CEO

SOUTH SAN FRANCISCO UNIFIED

DATED_____

_____

By: Ted O, Assistant Superintendent of Business Services

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: June 12, 2025

RE: Approval to Continue Contracts for Licensed Vocational Nurses (LVNs) and Registered Nurses (RNs) for the 2025–26 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:

South San Francisco Unified School District currently contracts with seven Licensed Vocational Nurses (LVNs) to provide essential health services to students across all school sites. These LVNs operate under the supervision of Certified School Nurses, supporting students with medical needs in alignment with California Education Code and best practices for student health and safety.

In addition to LVN services, the District also utilizes Registered Nurses (RNs) to provide substitute coverage for Certified School Nurses as needed. These contracted roles also provide health support for students participating in Outdoor Education, a week-long spring program offered to all 5th-grade students.

This memo requests Board approval to continue contracting for seven LVN positions, as well as Registered Nurse support services, for the 2025–2026 school year to ensure continuity of care and full coverage of student health needs.

The chart below outlines the current and anticipated service providers, along with their roles, staffing estimates, and associated contract costs for the 2025–26 school year.

Organization	Role / Services Provided	# of Positions	Expected Amount	Contract Maximum
Ro Health	Registered Nurse – Sub for CSN absences	As needed (up to 42 days across 4 CSNs)	$13,194	$23,994
	Licensed Vocational Nurses	3–4 of 7 positions (3 confirmed, 1 pending); est. 3.5 FTEs	$284,326	$324,944
	LVN or RN for Outdoor Education	1 week for 5th grade student	$5,000	$7,000
Ro Health Subtotal			**$302,520**	**$355,938**
Amergis	Registered Nurse – Sub for CSN absences	As needed (up to 42 days across 4 CSNs)	$10,800	$23,994
	Licensed Vocational Nurses	3–4 of 7 positions (3 confirmed, 1 pending); est. 3.5 FTEs + 1 rider	$280,078	$320,089
	LVN or RN for Outdoor Education	1 week for 5th grade student	$5,000	$7,000
Amergis Subtotal			**$295,878**	**$351,083**
Grand Total			**$598,398**	**$707,021**

Please see attached Professional Services Agreement with Amergis and RoHealth for details of contract.

FISCAL IMPLICATIONS:

Health Services funds (Resource code: 0000; Mgt: 507) will be utilized to cover the cost of these professional services contracts

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the continued contracts for seven Licensed Vocational Nurses (LVNs), Registered Nurses (RNs) for substitute coverage of Certified School Nurses (CSNs), and an LVN or RN to provide health support during 5th grade Outdoor Education.

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Amergis Healthcare Staffing, Inc.
Name of Primary Contact Person: Alexis Luong
Address: 2100 Powell Street, Emeryville CA 94608
Telephone Number: 510-982-3840
Email address: alluong@amergis.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [07/01/2025], to [06/30/2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Amergis Healthcare Staffing, Inc. Healthcare Staffing

[Benjamin Veldman, Assistant Controller] Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Amergis Healthcare Staffing, Inc.]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following special services and advice in financial, economic, accounting, engineering, legal or administrative matters:

- up to 4 LVNs, as need and requested for 4th and communicated by SSFUSD, with 3 continuing from the previous school year at rate of $65 per hour
- Registered Nurse as needed as substitute coverage as requested by SSFUSD for District Certified Nurses at rate of $70-80 per hour depending on experience

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- With each invoice, the Contractor will include signed timecards for each staff billed for.
- **Expected total payments are $295,878**
- **Total payments during the term of the contract will not exceed $351,082**

[INSERT PAYMENT SCHEDULE AND OTHER PAYMENT TERMS HERE, SUCH AS HOURLY RATES, LUMP SUM PRICE, UNIT PRICES, ANNUAL COST OR OTHER FORM AND METHOD OF PAYMENT.]

25-26 SY Rate Sheet

Amergis Healthcare Staffing, Inc.

South San Francisco Unified School District
Special Education & Pupil Personnel Services Department
398 B Street
South San Francisco, CA 94080

To Whom It May Concern,

Below are our agency rates for the 25-26 school year. For ESY 24-25, rates align with the existing 24-25 school year. Please do not hesitate to reach out to discuss further.

Position	Rate
Speech Language Pathologist	$115-$145/hr
Speech Language Pathologist Assistant	$75/hr
Behavior Technician	$52/hr
Registered Behavior Technician	$55/hr
Board Certified Behavior Analyst	$130/hr
School Psychologist	$140/hr
Adapted Physical Education Teacher	$90/hr
Occupational Therapist	$95-$125/hr
Certified Occupational Therapy Assistant	$75/hr
Registered Nurse	$70-$80/hr
District Nurse	$100/hr
Licensed Vocational Nurse	$65/hr
School Aide/Paraprofessional	$45/hr
Admin Assistant	$46-$50/hr
Special Education Teacher	$105-$110/hr
Physical Therapist	$95-$125/hr
Social Worker	$75-$90/hr
Marriage & Family Therapist	$85-$95/hr
Audiologist	$110/hr
Deaf & Hard of Hearing Teacher	$100/hr
Orthopedic Impairment Teacher	$100/hr
Mid-Level Behavioral Technician	$65/hr
Orientation & Mobility	$120/hr
Certified Wellness Coach	$75-$90/hr

Thank you for the continued partnership,

Alexis Luong
Account Manager
Amergis Healthcare Staffing, Inc.
Emeryville, CA
415-347-5993

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

650.877.8700
www.ssfusd.org

STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.

2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:

a. Using tech resources without appropriate permission or access
b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
l. Using SSFUSD's tech resources for any illegal purpose
m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.

4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violates these rules.
Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

'Agreement No. ____Pupil Personnel 25-26 - RoHealth LVN+RN____

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Ro Health, LLC
Name of Primary Contact Person: Zac Sippel
Address: 440 N. Barranca Ave. #1884, Covina CA 91723
Telephone Number: 503-420-0795
Email address: zsippel@rohealth.com

Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

South San Francisco Unified School District (SSFUSD)
Special Education Department
398 B Street
South San Francisco, CA 94080

SSFUSD is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in **financial, economic, accounting, engineering, legal or administrative matters**, if those persons are specially trained and experienced and competent to perform the special services required. It is agreed between the South San Francisco Unified School District ("SSFUSD"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform professional services for the SSFUSD in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto. Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the SSFUSD.

2. **Contract Term.** The term of this Agreement shall be from [07/01/2025], to [06/30/2026], unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the professional services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the SSFUSD shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the SSFUSD makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the SSFUSD at the time of contract termination. The SSFUSD reserves the right to withhold payment if the SSFUSD determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [see Exhibit A]. Payment for Work shall be made for all undisputed amounts in monthly installment payments within **forty-five (45) days** after CONTRACTOR submits an invoice to DISTRICT for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor 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 Contractor's employees.

5. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

   A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:
      i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.
      iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
      iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

   B. **Other Insurance Provisions**
      i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
      ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
      iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.
      iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.
      v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.
      vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

viii. **Verification of Coverage** - Contractor shall furnish the SSFUSD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SSFUSD before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SSFUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. **Special Risks or Circumstances** - SSFUSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. **Indemnification.** Contractor shall indemnify and hold harmless SSFUSD, its officers, agents, and employees from all claims, suits or actions of every name, kind, or description brought for or on account of injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants. The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify SSFUSD, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

   The indemnification and hold harmless set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify SSFUSD, its officers, agents and employees from and defend or settle any claim or action brought against SSFUSD to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and other damages which may be incurred by SSFUSD, its officers, agents and employees for any such claim or action or settlement thereof.

7. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the SSFUSD. All financial, statistical, personal, technical, and other data and information relating to the SSFUSD's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the SSFUSD requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other

fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SSFUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the SSFUSD the option to terminate this Agreement without notice.

10. **Termination of Agreement.** The SSFUSD may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the SSFUSD by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the SSFUSD and shall be promptly delivered to the SSFUSD. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The SSFUSD may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after SSFUSD learns of said unavailability of funding.

11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the SSFUSD makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the SSFUSD, the State of California, other regulatory agencies, and/or Federal grantor agencies.

13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out

of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor: Ro Health, LLC

[Alexandria Oleson, Contracts Administrator] Date

For the SSFUSD:

Ted O, Assistant Superintendent of Business Services Date

Exhibit A

Agreement between the South San Francisco Unified School District and [Ro Health]

1. Mandated before start date

All staff must submit verification of mandated HR trainings (Mandated Reporting, Anti-Harassment and Environmental Safety), as well as TB testing and DOJ Clearance to the District HR department upon start of first day or via confirmation through agency of completion and evidence with the agency office. Please mark below:

- ☐ Staff will submit directly to HR
- ☐ Staff have completed mandated HR trainings, TB testing and DOJ clearance requirements through Contractor (insert name). Signed affidavit sent to HR upon hire.

All staff must submit the Staff Internet Safety Policy and Acceptable Use form before the start date (see Exhibit B for Staff Internet Safety Policy and Acceptable Use Agreement). This form allows us to start or continue with an email account and district access to web based resources.

All staff must have appropriate credentials and evidence included as an attachment to this contract or turned in to the department of special education before their first day of work. All teachers must have English Language authorizations, and for those with mild-moderate special education credentials, they must have an Autism authorization.

All invoices must include copies of service logs from all providers.

Working Hours for all staff with exception of para educators and Licensed Vocational Nurses:

- All staff with the exception of Para Educators work 7 hour days, which includes an unpaid 30 minute lunch & work 186 days, in alignment with the teacher calendar, which includes attendance at all district professional development days. Paras work the school days as noted by the student calendar.
- ParaEducators and Licensed Vocational Nurses work 6 hour days, which includes an unpaid 30 minute lunch, unless otherwise agreed upon in writing.
- Any times mandated after working hours for events such as IEP meetings, staff meetings, and trainings are paid as an extra hourly rate.
    - All hours after 7 hours for IEP meetings and department meetings or trainings are to be documented on a timecard and signed off by the site principal or district administrator.

2. Description of Professional Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following special services and advice in financial, economic, accounting, engineering, legal or administrative matters:

- up to 4 LVNs, as need and requested for 4th and communicated by SSFUSD, with 3 continuing from the previous school year at rate of $71.70 per hour
- Registered Nurse as needed as substitute coverage as requested by SSFUSD for District Certified Nurses at rate of $94.24 per hour

3. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Professional Services to be Performed by Contractor**, and subject to the terms of the Agreement, the SSFUSD shall pay Contractor based on the following schedule and terms:

- Contractor will submit a monthly invoice detailing the hours worked in each month.
- With each invoice, the Contractor will include signed timecards for each staff billed for.
- **Expected total payments are $302,520**
- **Total payments during the term of the contract will not exceed $355,938**

Exhibit B

SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT
Education for All

398 B Street, South San Francisco, CA 94080

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STAFF INTERNET SAFETY POLICY & ACCEPTABLE USE AGREEMENT

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b. Intentionally damaging, degrading or wasting any tech resource
c. Using tech resources to harass, insult or attack others
d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
g. Disclosing someone else's home address, phone number or other personal information without his or her consent
h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals
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m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law
n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

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Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.

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6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

Name (Please print):

Signature: Date:

Job Title:

Location(s): District Office

Email Address (to send login info):

☐ AD
☐ ES
☐ GMS

EID#: To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ School Loop ☐ Google Apps ☐ Email ☐ SIS access

Staff Internet Safety Policy & Acceptable Use Agreement for Technology Form - English
v1.1 - 2020.10

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: June 12, 2025

RE: Approval for Daybreak Health services 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:

The South San Francisco Unified School District has focused on providing mental health support for staff and students. During the COVID-19 pandemic, the need for support has increased. We would like to extend our partnership with Daybreak Health to provide mental health support for students.

Daybreak Health is the leading online counseling platform for teens, serving 30+ schools across California. Their team includes clinicians, school experts, researchers, and 25+ LCSWs and LMFTs focused specifically on working with teens. Daybreak has served hundreds of youths facing anxiety, depression, bullying, trauma, academic stress and more. Starting this year, Daybreak expanded their counseling services to students younger than 12 with parent consent; SSFUSD had several elementary schools who were able to connect students and families for these services.

Scope of counseling services:

SSFUSD would like to continue the partnership with Daybreak to provide an integrated online referral process and rapid access to virtual telehealth counseling services, as well as virtual trainings, parent education webinars, an online universal screener to be

administered twice a year, and monthly progress check-ins with school teams. Their standard treatment plan for students being supported includes an intake session and approximately 10-12 weekly teletherapy counseling sessions, with mobile app messaging support also available throughout the week.

Included with this memo is an Impact Summary report produced by the Daybreak Health team for the 2024-2025 school year. Notably, our partnership with Daybreak for teletherapy has increased access for students and families:

- 14% of sessions are conducted in Spanish and 86% in English
- Sessions are occurring 7 days a week, between 8am-8pm PST with 32% of sessions occurring on Saturday
- On weekdays, the majority of sessions are occurring between 4pm-7pm PST

Treatment areas for students include:

- Mild to moderate anxiety and mood disorders (anxiety, depression)
- Stress related to the pandemic
- Affect Dysregulation or Anger Management
- Challenges with Relationships
- Stress related to school or academics
- Identity or Sexual Development
- ADHD

FISCAL IMPLICATIONS:

The cost for using Daybreak to support our students' mental health for this coming year will be $138,300. This will be paid from the Mental Health Grant Fund.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with Daybreak Health to support South San Francisco Unified School District students for the 2025-2026 school year.

24-25 Impact Summary Report
25-26 SSFUSD Daybreak MOU

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into _____ by and between South San Francisco USD (hereinafter referred to as "Entity") and Daybreak Medical PC, (hereinafter referred to as "Provider.")

PROVIDER.

Daybreak Medical PC Provider	415-992-6155 Telephone Number
447 Sutter Street, Ste 405 Street Address	650-360-6913 Fax Number
San Francisco CA 941008 City, State, Zip code	partnerships@daybreakhealth.com E-mail Address
86-3772055 Tax Identification or Social Security Number	_____ License Number (if applicable)

A. Entity desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until Entity returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with Entity, and not as a partner, coventurer, agent, or employee of Entity, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Entity or to bind the Entity in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and Entity, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to Entity employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the Entity, without breaching this Agreement or any duty owed to the Entity, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the Entity may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the Entity.

4. **SERVICES**. Provider shall provide Entity with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. Entity acknowledges that neither the online platform through which counseling shall be provided (the "Platform") nor counselors employed by Provider to provide the Services ("Counselors") provide or facilitate any assistance in medical emergencies, recommendations or information regarding drugs or medical treatment, nor will the Counselors provide a clinical diagnosis requiring an in-person evaluation (and the Platform is not intended for such use). Moreover, neither Provider nor Counselors will provide official documentation or approvals for court-ordered counseling or emotional service dog certification. The Platform and Counselor services are provided "as is" without any express or implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose, and Entity hereby releases Provider from any claim of any nature resulting from use of the Platform or the Counselors' services, including, without limitation, any act, omission, opinion, response, advice, suggestion, information and/or service of any Counselor and/or any other content or information accessible through the Platform. Provider will use commercially reasonable efforts to ensure the Platform's reliability and accessibility, however Entity acknowledges that Provider cannot guarantee that such access will be uninterrupted or that it will be accessible or error-free at all times. The terms in this Statement of Work apply only to this Statement of Work and prevail over all other conflicting or different terms and conditions set forth in the Agreement.

5. **TIME OF PERFORMANCE**. The term of this Agreement shall commence on 7/1/25 (the "Services Commencement Date"), and terminate on 6/30/26. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES**. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

   All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Entity within 30 days of the Services Commencement Date as specified by the receipt of a proper, undisputed invoice from Provider. The Entity reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Entity's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Entity is disputed, the Entity shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

   Daybreak Medical PC may bill third parties, including Medicaid, for services rendered to students. Except to the extent inconsistent with federal or state law, Daybreak Medical PC shall have the right to bill and collect fees for Services from health plans, government agencies, and third-party payers.

   The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and Entity.

7. **ASSIGNMENT AND SUBCONTRACTORS**. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the Entity, which may be withheld by the Entity in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the Entity. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the Entity, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days' advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the Entity, become Entity property.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to acts of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE**. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand, or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

   If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the Entity and the Provider as follows:

South San Francisco USD Entity	Daybreak Medical PC Provider
Attn: Marianne Hew	Attn: Alex Alvarado
398 B Street Street	447 Sutter St, Suite 405 Street
South San Francisco, CA 94080 City, State, Zip Code	San Francisco, CA 94108 City, State, Zip Code

10. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

    Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense,

such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

11. **CONFIDENTIALITY OF STUDENT INFORMATION.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the Entity under this MOU/Agreement shall be subject to the confidentiality and disclosure provisions set forth in the Family Educational Rights Privacy Act (FERPA) and set forth in the Health Insurance Portability and Accountability Act (HIPPA). All student information shall be considered privileged and confidential. Provider shall not forward to any person, other than the parent or the Entity, any student record or personally identifiable information without the written consent of the Entity.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, Entity, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

13. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless Entity, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not.

    Provider also agrees to pay for any and all damage to the real and personal property of the Entity, or loss or theft of such property, or damage to the Property done or caused by such persons. Entity assumes no responsibility whatsoever for any property placed on Entity premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Entity. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the Entity or any of its governing board, officers, agents, employees and/or volunteers.

    Provider's indemnification obligations and liability only extend to claims asserted against Entity by third parties and are conditioned upon Entity promptly notifying Provider of such claim, giving Provider sole control of the defense and any settlement of such claim, and, at Provider's request and expense, reasonably cooperating with such claim. Under

no circumstances will Provider be liable to the extent any claim arises from the negligence or willful misconduct of Entity. Provider's maximum liability hereunder shall not exceed the aggregate amounts paid to Provider by Entity during the term of the Agreement.

14. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator(s) to have prevailed on the major disputed issues. Entity hereby consents to the arbitration in the State of California in the county of San Francisco.

15. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

16. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

17. **BINDING EFFECT**. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

18. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

19. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable,

the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

20. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

21. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

22. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

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

South San Francisco USD	Daybreak Medical PC
Entity	Provider
	Alex Alvarado
Name	Name
	Chief Executive Officer
Title	Title
Signature	Signature
Date Signed	Date Signed

STATEMENT OF WORK and FEES

DESCRIPTION OF WORK:

Provider will deliver a counseling intervention program for students and/or families, K-12, through a virtual platform. Services include support for rollout, education of staff, students, and families; an online referral and intake process; virtual counseling interventions for students; and regular progress updates for school staff.

Entity shall receive the following services to support student mental health:

- Unlimited number of referrals for Teletherapy sessions.
    - Students and/or Families may receive up to 24 sessions of teletherapy (8 AM-8 PM, Monday-Saturday) based on need and clinical best practices, provided through Zoom.

- Universal Mental Health Screener - up to 2 administrations
    - Includes daily reporting during the screener windows
    - Summative data analysis and presentation
    - District data review meeting

- Launch & Implementation Support
    - Access to the online School Staff Dashboard and online Help Center for staff
    - Care navigation for students and/or families during the care journey
    - Support resources for those making referrals to Daybreak
    - Reporting on program usage and progress

- Family Engagement and Mental Health Education
    - Digital materials for district partnership promotion include flyers, social media copy, and newsletter content.
    - Monthly educational webinars in English and Spanish.
    - Mental health education information for parents, to support family mental health education, and increase program engagement

Daybreak Medical PC may bill third parties, including Medicaid, for services provided to Entity students. Except where inconsistent with federal or state law, Daybreak Medical PC reserves the right to bill and collect fees for Services from health plans, government agencies, and other third-party payers.

FEES: $138,300.00 to be paid as a one-time, lump sum payment within 30 days of the Services Commencement Date.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 12, 2025

RE: Approval of Agreement with inquiryHub for OpenSciEd July 29 – August 5, 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:

inquiryHub supports educators in creating inclusive and collaborative science classrooms by providing guidance on the use and adaptation of OpenSciEd and iHub instructional materials. The organization also assists with designing meaningful assessments and facilitating equitable, student-centered discussions. As part of this effort, co-designed materials will be used to promote equity in STEM teaching practices. A series of professional learning workshops will be offered to staff from July 29 to August 5, 2025.

FISCAL IMPLICATIONS:

Cost for workshops facilitated July 29 – August 5, 2025 will not exceed $44,727.00

General Funds (MGMT: 064) will be utilized to cover the cost

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement for a series of professional learning workshops with inquiryHub, focused on OpenSciEd, to be held for staff from July 29 through August 5, 2025.

QUOTATION

May 19, 2025

QUOTATION #25051901

INQUIRYHUB

Regents of the University of Colorado
Institute of Cognitive Science
ATTN: Danielle Franklin c/o inquiryHub
inquiryhub@colorado.edu

PREPARED FOR:

Liz Beans
398 B St
South San Francisco, CA 94080
lbeans@ssfusd.org

DESCRIPTION	QTY	UNIT PRICE	TOTAL
OpenSciEd Unit P.4 workshop: 4-day w/ 2 facilitators (July 29-August 1)	1	23861.00	23861.00
OpenSciEd Unit C.4 workshop: 2-day w/ 1 facilitators (August 4-5)	1	7651.00	7651.00
OpenSciEd Unit B.4 workshop: 2-day w/ 1 facilitators (August 4-5)	1	7651.00	7651.00
Extra Facilitator for C.4 and B.4 (August 4-5)	1	5564.00	5564.00
		TOTAL	**$ 44,727.00**

Period of Performance: 05/01/25-08/31/25
Rate/ Price: See Above
Services: OpenSciEd PL
Deliverables: curriculum from PL
Invoicing Instructions: SCHEDULE - Invoice will follow completion of each workshop
Terms: NET 30 Days from Invoice Date
Remittance: Make checks payable to: Regents of the University of Colorado
Remit to: University of Colorado Boulder, ATTN: Danielle Franklin, UCB 594, Boulder, CO 80309

University Technical Point of Contact ("Unit")
Name: Kate Henson
Department: Institute of Cognitive Science
Lab: InquiryHub
Email: inquiryhub@colorado.edu

This Services Quotation includes the University's standard terms and conditions, available at the link below, and incorporated herein by reference (collectively, the "Quotation") and contains the entire and only agreement between the parties in respect to the Services. By ordering these Services, Customer fully accepts this Quotation. Should processing of this Quotation require Customer's issuance of a purchase order or other contractual document, all terms and conditions of such document are deleted in their entirety and superseded by this Quotation.

Additional Terms and Conditions: The following terms and conditions are in addition to or, if conflicting, take precedence over the University's standard terms and conditions, available at the link below.

Deliverables. University is, and will remain, the sole and exclusive owner of all right, title, and interest in and to Deliverables, including all intellectual property rights. Subject to the terms of the Creative Commons Attribution 4.0 license the University hereby grants Customer a license to use Deliverables consisting of curriculum materials. Subject to the terms of the Creative Commons Attribution NonCommercial license the University hereby grants Customer a license to use Deliverables consisting of professional learning materials. University hereby grants Customer, for non-public internal operations use only, a non-exclusive, non-sublicensable, non-transferable license to reproduce, display and publicly perform each of the Deliverables consisting of professional learning tools ("Learning Tools"). Customer acknowledges and agrees that the license granted to it by this provision does not include the right to modify, edit, translate, include in collective works, or create derivative works of the Learning Tools in whole or in part. All other rights in and to the Deliverables are expressly reserved by the University.

Payment. Customer shall pay University the Rate/Price in accordance with the terms and currency stipulated in this Quotation.

No Show Policy. The University reserves the right to charge the Customer for the number of participants registered at the registration deadline regardless of the number in attendance at the scheduled Services.

University terms and conditions can be found at: https://www.colorado.edu/ocg/manage-awards/service-activities/standard-service-terms-conditions

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: June 12, 2025

RE: Approval of the Expanded Learning Opportunity Program (ELOP) MOUs / Agreements 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:

The State of California created the Expanded Learning Opportunity Program (ELOP) to assist families with before and after care for eligible students in grades TK/K – 6th. SSFUSD will be partnering with the following community organizations to provide after care for eligible students from approximately 1:30 p.m. - 6:00 p.m. for TK/K students and approximately 3:00 p.m. - 6:00 p.m. for students in grades 1st – 5th for up to 210 days starting on August 15, 2025.

Each community organization: SSFUSD (DEDAP), Boys and Girls Club of the Peninsula (BGCP), CAM EDU, City of Daly City, and Right at School, has submitted their MOU or agreement for approval for the 2025–26 school year. The City of South San Francisco (Parks and Recreation) will submit theirs for approval at a future board meeting.

FISCAL IMPLICATIONS:

For the 2025–26 school year, the State of California has allocated approximately $2,862,160 to SSFUSD for ELOP-eligible students and programs, with an estimated additional $2,000,000 in carryover funds. SSFUSD will use the state allocation to cover the cost per student for all eligible ELOP students, contingent upon space availability in the community program.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Expanded Learning Opportunity Program MOUs and agreements for the 2025–26 school year.

CONTRACT SERVICES AGREEMENT

School District: SSFUSD
School Site: Sunshine Gardens Elementary, Temporary Orange Park Clubhouse
School Year: 2025-2026

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is by and between the BOYS & GIRLS CLUBS OF THE PENINSULA, a California non-profit corporation ("BGCP") and the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT (“SSFUSD” or “District”), effective as of July 1, 2025.

Recitals

A. BGCP is a non-profit organization exempt under Section 501 (c)(3) of the Internal Revenue Code that operates after-school programs for children and youth. Its mission is to empower youth in our community with equitable access to social, academic, and career opportunities to thrive.
B. The District wishes to hire BGCP to plan, staff, and operate an Expanded Learning program at Sunshine Gardens Elementary School during the 2025-2026 school year. BGCP wishes to provide such services in order to further its mission.
C. The District has applied to the California Department of Education for a grant from San Mateo County and will use state and federal dollars to fund the Expanded Learning program at School Site for such year.

The parties agree as follows:

Terms

SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Agreement, BGCP shall provide the services described in Exhibit A ("Services") to the District.

COMPENSATION. The District shall pay BGCP for the Services rendered in the amounts, at the time, and in the manner set forth in Exhibit A. BGCP shall submit all billings for said Services to the District in the manner specified in Exhibit A. Excepted as expressly provided in Exhibit A, BGCP shall be responsible for all costs incurred to perform the Services.

DISTRICT OBLIGATIONS. The District shall cooperate with BGCP and support BGCP's provision of the Services as described on Exhibit A.

RELATIONSHIP OF THE PARTIES. It is the intention of the parties that BGCP shall perform Services as an independent contractor to the District, and nothing in this Agreement shall be

construed to create a partnership or joint venture between the parties, or to create an employment relationship between the District and BGCP or between the District and any employee, agent, or volunteer of BGCP. Neither BGCP, nor any employee, agent, or volunteer of BGCP who performs any part of the Services, shall thereby be entitled to any benefits accorded to District employees, including without limitation health or retirement benefits, workers' compensation, disability insurance, vacation, or sick pay.

COOPERATION. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the SSFUSD and School.

MUTUAL INDEMNIFICATION. BGCP shall indemnify and defend the District Parties from any and all losses, costs, damages, expenses, and liabilities (including reasonable legal fees and costs) arising out BGCP's performance of the Services, but only to the extent caused by intentional or negligent acts, errors, or omissions of one or more of the BGCP Parties.

The District shall indemnify and defend the BGCP Parties from any and all losses, costs, damages, expenses, and liabilities (including reasonable legal fees and costs) arising out of BGCP's performance of the Services, but only to the extent caused by negligent or intentional acts, errors, or omissions of one or more of the District Parties.

The obligations created in this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

For the purposes of this paragraph:

a. "District Parties" means the District and its officers, volunteers, employees, consultants, contractors, agents, and members of the Board of Education.
b. "BGCP Parties" means BGCP and its officers, directors, employees, volunteers, consultants, contractors, and agents.

INSURANCE REQUIREMENTS. BGCP, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if BGCP has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident, $2,000,000 aggregate for bodily injury and property damage.

c. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
d. Sexual Molestation and Abuse Coverage: Unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate.
e. BGCP shall include the SSFUSD as an additional insured to the CGL policy described above.
f. The policies of insurance described above shall be carried with insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to SSFUSD upon request. BGCP agrees not to cancel or reduce the coverage provided by the policies of insurance described above without first giving SSFUSD thirty (30) days' prior written notice. Should any such policy of insurance be canceled or changed, BGCP agrees to immediately provide the SSFUSD with true and correct copies of all new or revised certificates of insurance.

COMPLIANCE WITH LAWS. BGCP shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations, and all applicable SSFUSD and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws. BGCP shall comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of BGCP or employees or agents of BGCP who may have contact with the School District's pupils. If at any time during the term of this Agreement BGCP is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee or agent of BGCP performing Services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.S(c) or California Penal Code§ 1192.7(c), respectively, BGCP agrees to immediately notify the District and remove said employee or agent from performing Services pursuant to this Agreement. BGCP will pay for fingerprinting to be done through the District.

LICENSES. BGCP represents and warrants to the District that it has all licenses, permits, qualifications, and insurance that are legally required of BGCP to perform the Services. BGCP represents and warrants to the District that BGCP shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of BGCP to practice its profession.

NON-ASSIGNABILITY. Neither party may assign this Agreement or any of its obligations thereof to a third party without the prior written consent of other party; provided, however, that nothing in this paragraph should be construed to prevent BGCP from using employees or contractors under BGCP's direction and control to assist BGCP in the performance of the Services. Any attempted assignment without the prior written consent of the other party shall be void.

NON-DISCRIMINATION. No person shall be denied the benefits of, or be subjected to discrimination in the conduct of, any activities or programs conducted pursuant to this Agreement on account of their race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability. BGCP shall ensure full equal employment opportunity for all employees providing Services under this Agreement.

RETENTION OF RECORDS. BGCP shall maintain all required records and reports that it is required to maintain under Exhibit A for five (5) years after the later of the date the District makes its final payment due under Exhibit A or the last day of the District's fiscal year in which a part of the Services were performed. Such records shall be subject to the examination and/or audit by the District, the State of California, or any federal agency that funds the District, at reasonable times.

ENTIRE AGREEMENT; AMENDMENT. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the entire Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of this Agreement. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications to this Agreement or to Exhibit A shall be in writing and signed by the District and BGCP. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

TERM AND TERMINATION OF AGREEMENT.

a. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) completion of the Services and satisfaction of all obligations herein, or (ii) termination by either party in accordance under subsection below (iii) termination under Conditions to Performance, set forth below.
b. BGCP or the District may terminate this Agreement at any time, by giving sixty (60) days' written notice to the other party stating the effective date of termination. BGCP shall be entitled to receive payment for Services provided prior to the date of termination of the Agreement. Such payment shall be that portion of the full payment described in A which is allocable to the portion of the Services actually provided prior to termination.
c. Notwithstanding anything to the contrary, Section 17 (Confidential Information); Section 14 (Termination), and Section 5 (Indemnification) will survive any termination or expiration of this Agreement.

CONDITIONS TO PERFORMANCE. The obligations of both parties hereto are subject to satisfaction of the following conditions prior to that date which is 30 days prior to the first day that Services are scheduled to commence under Exhibit A (the "Precondition Deadline"):

a. Approval of Exhibit A by the Principal or Director of the School Site, as evidenced by his/her signature;

b. Award of an Expanded Learning Opportunities Program (ELOP) grant to SSFUSDto operate an Expanded Learning Program on the School Site for the School Year.

If such conditions are not satisfied by the Precondition Deadline, then this Agreement shall terminate on the Precondition Deadline without further action by the parties.

NOTICES. Any written notices relating to this Agreement shall be delivered by mail, email, or private delivery service to:

If to the School District: Shawnterra Moore Thomas, Superintendent
398 B Street
South San Francisco, CA. 94080
smoore@ssfusd.org

If to BGCP: Mak Azadi, Chief Operating Officer
401 Pierce Road
Menlo Park, CA 94025
mak@bgcp.org

Either party may change its contact information above by written notice to the other party.

CONFIDENTIAL INFORMATION. BGCP shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information, and shall not use such student information for any purpose other than carrying out the obligations under this Agreement. The District shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student, employee, contractor, or volunteer information received from BGCP. Upon termination of this Agreement, BGCP shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

EXHIBITS. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - Scope of Services
Exhibit B - Payment Terms

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District. WAIVER. No delay or omission by a party in exercising any right under this

Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude a party from any or further exercise of any right or remedy.

EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

WHEREFORE, the Parties have executed this Agreement as of the date first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
By:

Shawnterra Moore, Superintendent — Date

BOYS & GIRLS CLUBS OF THE PENINSULA
By:

Mak Azadi, Chief Operating Officer — Date

BOYS & GIRLS CLUBS
OF THE PENINSULA

CONTRACT SERVICES AGREEMENT

EXHIBIT A

I. SCHOOL SITE AND YEAR

A. BGCP will provide the services described in this Exhibit A ("Services") at the following locations: Sunshine Gardens Elementary School and Temporary Orange Park Boys & Girls Clubhouse (at 840 West Orange Ave) The Services will be provided during the 2025-2026 school year.

II. SCOPE OF SERVICES

A. Program operations:

BGCP will operate the expanded learning program at both sites in a manner consistent with the District's allocation to support after school care programs for FY25-26. BGCP will provide staff, materials, management and supervision. In addition, BGCP will work collaboratively with the District on governance, operational management and evaluation. BGCP agrees to provide a high-quality program consistent with guidelines established by the California Department of Education ("CDE") and the District for this grant.

BGCP will have the following responsibilities in support of the expanded learning programs:

i. Build and coordinate a daily schedule that includes academic assistance, homework support, physical exercise, enrichment components at each of the school sites.

ii. Staffing Requirements

a. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:

i. BGCP must employ a Site Supervisor for each site.

ii. Expanded Learning Opportunities Program (“ELOP”) must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.

iii. All staff used in the above ratio must meet the SSFUSD’s minimum qualifications for an instructional aide:

South San Francisco Unified School District Instructional Aide requirements:

b. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification

requirements of Education Code section 49406, prior to their coming into contact with students.

c. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.
d. Program staff will have the following skill set:
    i. Classroom management skills;
    ii. Ability to help students with homework in a way that helps students improve their learning;
    iii. Cultural competency and sensitivity to the unique needs of the school population;
    iv. Ability to successfully work with all students including unduplicated students and special education students;
    v. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
    vi. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
e. Program staff will sign SSFUSD internet use agreement.
f. BGCP shall maintain and provide on request by SSFUSD a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff lists should include:
    i. Name of staff person
    ii. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
    iii. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
    iv. Date of completion of mandated reporter training
    v. Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.
g. BGCP shall also submit a volunteer policy and a list of approved volunteers to SSFUSD and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.

iii. Attendance

a. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the

California Department of Education. BGCP programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.

iv. Attendance Reporting
    a. ELOP grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. BGCP must submit hard copies of attendance sheets to the District 30 days in advance of the state due date, upon District request

v. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period.

vi. Incident Notification
    a. BGCP shall notify SSFUSD by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety- related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
    b. For purposes of this section, and "event" includes any of the following:
        i. Death of a child from any cause
        ii. Any injury to a child that requires medical treatment
        iii. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
        iv. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
        v. Epidemic outbreaks
        vi. Poisonings
        vii. Fire or explosions that occur in or on the premises
        viii. Exposure to toxic substances.

vii. BGCP will provide transportation for students from: Buri Buri, Ponderosa, Martin, Westborough, Parkway, Alta Loma, Los Cerritos . The District will reimburse BGCP for the cost of the transportation.

viii. BGCP will provide extended care according to the District school calendar for 2025-2026, including all early release and minimum days. Student care starts daily at Kindergarten release up to 6pm.

ix. Non School Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that BGCP operates the after-school programs, BGCP will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals and expanded learning opportunities per instructional day.

x. Sample Program Schedule for Regular School Days - Prior to August 1, 2025, BGCP will provide SSFUSD with a sample program schedule that describes how BGCP will combine its programming with the instructional day to create a minimum of nine hours per day of programming. BGCP's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

xi. Meals and Snacks - If BGCP is operating an ELOP, then it shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).

xii. In case of school closure (state or federal mandate), BGCP agrees to continue providing expanded learning programs in a virtual format. Distance programming should be made available to students within a reasonable time (no longer than 5 business days). Final approval of work and work protocols are the responsibility of sub-grantee local supervisors.

xiii. Seek regular input from the principal at Sunshine Gardens regarding performance evaluations, including recommendations regarding staffing and programing.

xiv. Comply with the requirements of the COE with respect to fingerprinting employees who may have contact with District's students, as well as inform the District and immediately remove an employee that has been arrested or convicted of a violent or serious felony.

xv. Provide all materials and tools required to perform the services under this agreement. The District will make available supplies purchased in prior years through the district or site funds.

xvi. Complete site emergency plans and related staff training.

xvii. Maintain ongoing communication between BGCP staff and school staff regarding students needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.

xviii. Coordinate expanded learning program activities with school staff to ensure the program supports current academic goals of teachers and administrators.

xix. Provide Academic assistance and other activities specifically supporting classroom curriculum and academic goals

xx. Foster communication with and involvement of parents through parent orientations, parent handbook, newsletter, and hosting a minimum of one parent night (could be in conjunction with school PTA).

xxi. Work with the district to implement a comprehensive annual program evaluation plan. Evaluation plan shall include, but not limited to attendance tracking, parents and participants surveys. Evaluation will be completed by BGCP and submitted to the District.

xxii. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, workers

compensation insurance to BGCP employees and compliance with employment laws, federal, state and local laws and ordinances.

xxiii. Provide documentation and attendance tracking to the District to maintain for a period of no less than 5 years.

xxiv. Adhere to the following toileting policy to ensure the health, safety, and dignity of all participating students:

a. BGCP must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
b. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
c. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
d. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
e. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
f. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
g. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
h. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

III. EVALUATION AND REPORTING

A. BGCP will provide:

- monthly attendance and snack reports (weekly) to the District within 20 days of District request.
- Provide all CDE required documents no less than 10 calendar days in advance of any deadlines, as requested by the District.

IV. EXPECTATIONS OF THE SCHOOL

- Make time available at appropriate meetings (staff, school site council, etc.) to inform school of the program and facilitate communication.
- Make adequate space available for a full time (a minimum of 30 hours) site coordinator, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities at Sunshine Gardens

- Provide BGCP staff and students during the Expanded Learning Time Program access to resources, including but not limited to computer labs & computers, laptop carts, and internet access at Sunshine Gardens.
- Provide BGCP Operations and IT staff appropriate access to facilities on all campuses and District Operations and IT staff to support ongoing facilities and technology needs and office relocations at Sunshine Gardens
- Sunshine Gardens Principal/CS Coordinator meet regularly (a minimum of monthly) with site coordinator on program design, resources and problem solving.
- Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc.}.
- Co-develop and manage the referral process into the program and communication process to share information with teachers about specific students.
- Make available parent newsletter for information sharing to parent
- Share information regarding students, when pertinent, to facilitate team approach to student's social, emotional, and academic success.
- Work in partnership with BGCP to develop plans to modify programming as needed based on annual evaluation data.

V. DISTRICT EXPECTATIONS

- Administer all state and federal requirements {application, renewals, attendance, contracts).
- Develop MOUs (Attachment B) that outline program and partner responsibilities.
- Ensure compliance with state and federal requirements and local agreements/MOUs.
- Facilitate space acquisition, referral process and other program needs at school sites.
- Leverage district resources to facilitate integration between the school day and extended day experiences.
- Support partner resource development and resource sharing among partners.
- Problem-solve with partners as challenges arise.
- Provide information, such as applicable assessment results, student demographic information, grades, and graduation information (if applicable) to the BGCP.
- Impact & Measurement team. The district also agrees to provide additional data to BGCP when necessary for program evaluation, funding, and research purposes. This data will follow on provisions listed in Exhibit B and support BGCP in providing effective and relevant programming.
- Facilitate and support a collaborative oversight body.
- Collect and disseminate necessary data to partners as expressed in and limited to the data sharing MOU.

- The District will provide BGCP staff and students during the Expanded Learning Time Program access to resources, including but not limited to computer labs, laptop carts, and internet access.
- The District will provide BGCP Operations and IT staff appropriate access to facilities on all campuses and District Operations and IT staff to support ongoing facilities and technology needs and office relocations

VI. COMPENSATION TO BGCP

- BGCP will be paid a total amount of $1,296,147 based on the grant funding received for the purpose of supporting the After School and Expanded Learning Program. Billing will be submitted in 10 equal monthly payments starting in September 2025. Each and all payments will be made only for services rendered according to the scope of services.
- The Orange Park Clubhouse funding is comprised of: $202,500 as a pass through of transportation costs and $550,131 to partially fund the operating costs of the clubhouse for the benefit of District students.
- The district and BGCP will work together to recruit students with a goal of having 110 students at Sunshine Gardens and 166 students at Orange Park

Sites	ASES	21st Century	ELO-P	Total
Sunshine Gardens				$543,516
Orange Park Clubhouse				$550,131 (operating costs) + $202,500 (transportation) + $687,631 = $752,631

Payment to BGCP for such invoice shall be disbursed within 45 days of receipt of the invoice.

	Grade	# Classes	Enrollment Target	Attendance Target	Part Time Staff Needed	Labor cost/week	Labor Cost/school year	Curriculum Costs	Total
Orange Park									
	TK-K	0	0	0	0	$ -	$ -	$ -	$ -
	1st	2	36	30	2	$ 1,328	$ 55,755	$ 3,420	$ 59,175
	2nd	1	30	25	1	$ 830	$ 34,847	$ 2,850	$ 37,697
	3rd	2	30	25	2	$ 1,328	$ 55,755	$ 2,850	$ 58,605
	4th	1	24	20	1	$ 664	$ 27,878	$ 2,280	$ 30,158
	5th	1	24	20	1	$ 664	$ 27,878	$ 2,280	$ 30,158
	6th	1	24	20	1	$ 664	$ 27,878	$ 1,080	$ 28,958
	7th	1	15.6	13	1	$ 664	$ 27,878	$ 702	$ 28,580
	8th	1	15.6	13	1	$ 664	$ 27,878	$ 702	$ 28,580
	Subs/Floaters				2	$ 1,328	$ 55,755	$ -	$ 55,755
	Site Leadership								$ 330,000
	Subtotal	**10.25**	**199.2**	**166**	**12.25**	$ 8,131	$ 341,499	$ 15,770	**$ 687,663**
	SSF Student %								**80%**
	SSF Portion of OP Operating Cost								**$ 550,131**
	Transporation to OP								**$ 202,500**
	Total Cost to OP								**$ 752,631**
Sunshine Gardens									
	TK/K	2	24	20	2	$ 1,328	$ 55,755	$ 2,280	$ 58,035
	1st	1	24	22	1	$ 730	$ 30,665	$ 2,280	$ 32,945
	2nd	1	24	22	1	$ 730	$ 30,665	$ 2,280	$ 32,945
	3rd	1	24	22	1	$ 730	$ 30,665	$ 2,280	$ 32,945
	4th	1	24	22	1	$ 730	$ 30,665	$ 2,280	$ 32,945
	5th	1	24	22	1	$ 730	$ 30,665	$ 2,280	$ 32,945
	Subs/Floaters				2	$ 1,328	$ 55,755	$ -	$ 55,755
	Site Leadership								$ 265,000
	Subtotal	**7**	**120**	**110**	**8**	**$ 4,978**	**$ 209,081**	**$ 11,400**	**$ 543,516**
SSF Dedicated Staff (regional director, instructional coach)									
Transportation to OP									
Total Direct Costs				**276**					**$ 1,296,147**
Cost/student									$ 4,696

EXHIBIT B

PRIVACY OF PUPIL RECORDS This exhibit concerns pupil records, as that term is defined by Education code section 49073.1 ("Pupil Records") and/or covered information, which means personally identifiable information or material as defined by Business and Professions Code section 22584 ("Covered Information").

1. **Pupil Records Property of District.** All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Contractor has a limited, nonexclusive license to such Pupil Records, District content, or intellectual property, except as expressly stated in the Contract and this Rider.
2. **Pupil-Generated Content.** Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Contractor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Upon request, the Contractor shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.

3. **Use of Information in Pupil Records.** Contractor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Contractor and this Rider.
4. **Personally Identifiable Information.** Contractor shall provide a process by which a pupil's parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil's records and correct erroneous information. Upon request, the Contractor shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.
5. **Security and Confidentiality of Pupil Records.** Contractor will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type. Without limiting the foregoing, Contractor warrants that all Pupil Records will be encrypted in transmission via web interface using SSL (Secure Socket Layer) (including via web interface) and stored at no less than 128-bit level encryption. In addition, Contractor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract and/or this Rider. Contractor will designate employees or agents it holds and will hold primarily responsible for meeting the Contractor's duties to securely maintain and protect Pupil Records. Contractor will ensure that the designated persons have or will receive all training and information necessary to meet the Contractor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Contractor of any of its duties under the law or the Contract and/or this Rider, nor relieve the Contractor of any liability for any breach thereof.
6. **Unauthorized Disclosure.** Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to disclosure or use of Pupil Records, Contractor will notice the District, fully investigate the incident and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct the Contractor to provide notice of the incidents directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.
7. **Retention of Pupil Records.** The Contractor hereby certifies that Pupil Records shall not be retained or available to the Contractor, including any subcontractors, partners, or associated entities of the Contractor, upon completion of the terms of the Contactor and this Rider. Notwithstanding the foregoing, Contractor may maintain pupil-generated content (as that term defined by Education Code section 490731.(d)(4)), if any, upon completion of the term of the Contract and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain and account with the Contractor for the purpose of storing the pupil-generated content and the Contractor received the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account. In furtherance of the foregoing, upon termination or expiration of the Contractor and this Rider, Contractor will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of

the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Contractor agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred Pupil Records. The Contractor agrees to provide documentation of data destruction to the District.

8. **Family Educational Right and Privacy Act.** Contractor agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Act (SOPIPA). BGCP shall not explicitly obtain consents from parents directly. Contractor will provide access to Pupil Records, including de-identified information, only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under the Contract and/or this Rider. Contractor will ensure that employee and subcontractors who perform work under the Contract and/or this Rider have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Rider. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District's and its pupils' benefit and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District. If the Contractor will have access to "education records" for the District's pupils as defined under FERPA, Contractor acknowledges that, for the purposes of the Contract and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the FERPA limitations and requirements impose on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contractor and/or this Rider for District's and its pupils' benefit and will not share such data with or disclose to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.
9. **No Targeted Advertising.** Contractor will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Contract or otherwise authorized in writing by the District. Contractor will not use Pupil Records to engage in targeted advertising. Contractor is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.
10. **Covered Information.** To the extent Contractor is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Contractor agrees to comply with all of the requirements of Business and Professions Code section 22584. Contractor agrees not to engage in targeted advertising as described in section 22584. Contractor agrees not to use information, including persistent unique identifiers, created, or gathered by the Contractor's site, service, or application, to amass a profile about a student except in furtherance of District's purposes. Contractor further agrees that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Contractor will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.
11. **Compliance with Law.** In the event of a conflict between this Rider and the Contract, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties if the

Contract and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business Professions Code section 22584, the Contract shall be rendered void if. Upon notice and a reasonable opportunity to cure, the noncompliant part fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Contract. All parties are subject to Contract voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the Contract.

12. **California Consumer Privacy Act.** To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code section 49073.1 and 49073.6, and/pr the Student Online Personal Information Act (California Business and Professions Code §22584). Notwithstanding the above to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Pupil Records or Covered Information provided to Contractor pursuant to this Contract, to delete consumer's personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Rider, in duplicate, as of the day and year first above written.

SERVICES AGREEMENT

By and Between:

CAM EDUCATIONAL SERVICES, LLC

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2025 (the "Effective Date") by and between CAM Educational Services, LLC (the "Provider") and South San Francisco Unified School District (the "District").

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)").

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2026 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the "Services") for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the

Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit B.

Section 8. Payment. Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee”). For all other students and/or portion of students' fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the "Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "Delinquency Interest Rate" of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform

their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (induding marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A.

For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider Has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident, $2,000,000aggregate for bodily injury and property damage.

C. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. Sexual Molestation and Abuse Coverage: Unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate.

E. The Provider shall include the District as an additional insured to the CGL policy described above.

F. The Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation or change in scope or modification in coverage of such insurance coverage.

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:

South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
CAM Educational Services, LLC
1331 El Camino Real
Millbrae, CA 94030
Phone: 650-892-8288
Email: hilary@camedu.io
Attention: Hilary Hong

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be the Superior Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**
Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

CAM EDUCATIONAL SERVICES, LLC

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. CAM Educational Services operates after-school programming at the following District schools:
    a. Buri Buri Elementary, located at 325 Del Monte Ave., South San Francisco, CA 94080
    b. Martin Elementary, located at 35 School St, South San Francisco, CA 94080
    c. Westborough Middle, located at 2570 Westborough BLVD., South San Francisco, CA94080

2. CAM Educational Services operates after school programming beginning August 15th, 2025 - June 30th, 2026 at Schools A through C.

3. CAM Educational Services will specifically provide:
    a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
    b. Well-qualified and trained staff. All staff are trained using our innovative blended learning training model and receive extensive instruction before entering the program.
    c. All program management and oversight, including structure, scheduling, vendor management, etc.
    d. Ongoing new enrichment units and classes throughout the year.
    e. One-stop parent registration and payment through our portal system.
    f. Support through our dedicated support team for any parent questions or issues.
    g. Marketing materials and other information to promote the programs to interested families.
    h. Ongoing outreach to your PTA and District community to build relationships and solicit feedback.
    i. Adherence to the following toileting policy to ensure the health, safety, and dignity of all participating students:
        i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
        ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
        iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
        iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
        v. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
        vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
        vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
        viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

j. If / Should a paid family program begin, the following discounts would apply:
    i. 10% sibling and military discount
    ii. 70% district employee discount

4. CAM Educational Services also offers other enrichment programming, including, but not limited to, winter-break, spring-break, summer-break. and teacher in-service day programming (collectively "Other Programs"). If the District desires to retain the Provider to operate any Other Program(s) and Provider agrees to operate the Other Program(s), the Parties may add the Other Program(s) to this Scope of Services by a written amendment that is signed by both parties and that specifies (1) the Other Program(s) to be provided and (2) the payment terms applicable to the Other Program(s).

5. Staffing Requirements
    - California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
        - Provider must employ a Site Supervisor for each site.
        - Expanded Learning Opportunities Program ("ELO-P") must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
        - All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

      South San Francisco Unified School District Instructional Aide requirements:
        - 2 years of college – 48 units
          OR
        - High School Diploma / GED AND pass District Instructional Aide Exam (75% is passing grade)
    - All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.
    - All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.
    - Program staff will have the following skill set:
        - classroom management skills;
        - ability to help students with homework in a way that helps students improve their learning;
        - cultural competency and sensitivity to the unique needs of the school population;
        - ability to successfully work with all students including unduplicated students and special education students;
        - Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
        - All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
    - Program staff will sign District internet use agreement.
    - By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months thereafter to pass the exam. The District will facilitate necessary Instructional Aide examinations. Staff are allowed to take the Instructional Aide exam three times. If the staff person does not pass the examination after three attempts, the staff person either needs to be taken out of the adult-student ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District

at the end of the school year.

- Staff lists should include:
    1. Name of staff person
    2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
    3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
    4. Number of years and name of college
    5. If #4 is less than 2 years, date passed Instructional Aide exam (can mark in progress if it is still within 3 months of start date and exam has not been taken or passed)
    6. Date of completion of mandated reporter training
    Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.
- Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.

6. Attendance
   Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the Extended Learning Opportunities Program ("ELO-P") grant are required to keep attendance records but are not held to the 85% daily attendance requirement.

7. Attendance Reporting
   ELO-P grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the due date.

   Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.

   Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period.

8. Incident Notification
    - Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety- related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
    - For purposes of this section, and "event" includes any of the following:
        - Death of a child from any cause
        - Any injury to a child that requires medical treatment
        - Any unusual incident or child absence that threatens the physical or emotional health or safety of a child

- Any suspected abuse or neglect, as defined in Penal Code section 11165.6
- Epidemic outbreaks
- Poisonings
- Fire or explosions that occur in or on the premises
- Exposure to toxic substances.

9. Nonschool Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that CAM Educational Services operates the after-school programs, CAM Educational Services will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals and expanded learning opportunities per instructional day.

10. Sample Program Schedule for Regular Schooldays - Prior to August 1, 2025, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

11. Meals and Snacks - Providers operating an ELO-P shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).

12. Evaluation - Provider is required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, Provider must implement the California After School Network PQA Program Quality Assessment tool two times per year and involve at least: the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District.

    Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.

EXHIBIT B

PAYMENT TERMS

School Year 2025/26

Summary:

CAM Educational Services will operate an after-school program from the end of the school day until 6pm at Buri Buri Elementary, Martin Elementary, and Westborough Middle School between August 15th, 2025 - June 30th, 2026. The program will operate on the 180 academic school days and 30 non-instructional days and will be closed on federal holidays. The 30 non-instructional days will be held at one school location. The District will pay the tuition for a minimum of 25 TK/K- 5th students per elementary school, and 25 6th grade students per middle school to enroll in the 180 after school days and 30 non-instructional days for a total guarantee of 60 students.

The cost per student from August 15th, 2025-June 30th, 2026, will be $7,092 per student for 180 academic days and $1,500 per student for the 30 non-instructional days.

Based on the District's desired enrollment the total cost from August 15th, 2024 - June 30th, 2025, will be **$644,400** ($214,800 per school), broken down as follows:

- 75 students to enroll in the 180 after school days x $7,092 = $531,900
- 75 students to enroll in the 30 non-instructional days x $1,500 = $112,500

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK-6th grade students to attend the 180 academic days in groups of 20 at a cost of $141,840 per group and 20 TK-6th grade students to attend the 30 non-instructional days, at a cost of $30,000 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

SERVICES AGREEMENT

By and Between:

CITY OF DALY CITY

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2025 (the "Effective Date") by and between The City of Daly City ("Provider" or "City") and South San Francisco Unified School District ("District") to define their relationship and responsibilities in connection with the Expanded Learning Opportunities Programs (ELOP). District and Provider are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The District and Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District to operate certain educational programs in connection with ELOP as specified in Exhibit A attached hereto, and establishes the manner in which services will be provided.

B. Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to contract with the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)") for payment by the District.

D. The Parties desire to enter into this Agreement to memorialize the terms and conditions of the Services. However, this Agreement in no way replaces nor supersedes the requirements and obligations under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2026 (the "Term") unless the Agreement is terminated sooner in accordance with Section 15 below. After the Term of this

Agreement, the Agreement will automatically renew on an annual basis, subject to Section 15 below.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor and no joint venture or partnership between the Provider and District is created through this Agreement.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Custodial. The District will provide custodial services for any additional classrooms, bathrooms, multi-use rooms and outdoor space that are needed for Provider to operate the Services, including any cleaning, maintenance and repair.

Section 8. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A.

Section 9. Payment. The District shall pay Provider directly in the amounts set forth in Exhibit A to cover some or all of the cost of the Services as set forth in Exhibit A. The Provider shall be solely responsible for costs not covered by the District through independently charging and collecting tuition from participant parents or legal guardians of enrolled students as a part of providing Services.

Section 10. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its

professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 11. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (induding marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it, or (iv) information required to be disclosed by law or court order including but not limited to the California Public Records Act.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records

provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 12. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 13. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 14. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars ($1,000,000), bodily injury by disease limit each employee of one million dollars ($1,000,000), and bodily injury by disease policy limit of one million dollars ($1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection

with Services to be performed, with limits of not less than one million dollars ($1,000,000), two million dollars ($2,000,000) in the aggregate per occurrence for bodily injury and property damage.

D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than four million dollars ($4,000,000) per occurrence, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability Insurance policies.

E. Professional Liability Insurance. Professional Liability Insurance with limits not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Workers' Compensation and Professional Liability Insurance Policies).

H. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation or change in scope or modification in coverage of such insurance coverage.

Section 15. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit A up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School(s).

Section 17. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 18: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
City of Daly City Department of Recreation Services
111 Lake Merced Boulevard, Room 9
Daly City, CA 94015
Director:
Phone: 650-991-8004
Email: dbrown@dalycity.org
Attention: Denise Brown

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. Notwithstanding the foregoing, this Agreement shall not impact the terms, conditions, and obligations set forth under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program

separately negotiated and executed by the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be had in State Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services and Compensation**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: Shawnterra Moore
Superintendent
South San Francisco Unified School District

Signature: _____

Date: _____

THE CITY OF DALY CITY

By: Denise Brown
Director
City of Daly City Department of Recreation Services

Signature: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

J. **Location and Term**

A. The South San Francisco Unified School District ("District") is contracting with the City of Daly City, Department of Recreation Services ("City") to provide comprehensive Expanded Learning Opportunity Programs (ELOP) at Junipero Serra Elementary School.

B. The term of this contract is July 1, 2025 to June 30, 2026, and is subject to the District receipt of the ELOP grant awards and also subject to all provisions of the ELOP grant requirements or modifications from the California Department of Education (CDE).

II. **Program Content / Quality**

A. District Expectations

1. Act as the lead fiscal and administrative agent with the CDE for operating the ELOP program on campus.
2. Make available the premises known as the Multipurpose Room, any available classrooms, kitchen and bathrooms with permission to the City to provide such services. The premises shall also include the blacktop and any other appropriate outdoor areas including the play structures on both playgrounds, and field use.
3. Responsible for all maintenance and custodial services on the premises.

B. City Expectations

1. Provide the Afterschool Youth Recreation Program to students enrolled at Junipero Serra Elementary School. The City shall provide such services on all school days from the school dismissal to 5:30pm. The City shall not provide such services on non-school days, including holidays and breaks based on the District's school calendar.
2. Coordinate a daily schedule that includes academic assistance, homework support, physical exercise, snack and enrichment components at each of the school sites.
3. Attendance -
    a. Grant funding is dependent on adequate attendance and attendance reporting. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.
4. Attendance Reporting
    a. ELOP grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the state due date.
    b. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally

the sheets.

c. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period.

5.

6. Staffing Requirements
    a. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
        i. Provider must employ a Site Supervisor for each site.
        ii. ELOP must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
        iii. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

South San Francisco Unified School District Instructional Aide requirements:

    b. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.
    c. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.
    d. Program staff will have the following skill set:
        i. Classroom management skills;
        ii. Ability to help students with homework in a way that helps students improve their learning;
        iii. Cultural competency and sensitivity to the unique needs of the school population;
        iv. Ability to successfully work with all students including unduplicated students and special education students;
        v. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
        vi. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
    e. Program staff will sign District internet use agreement.
    f. By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.
    g. Staff lists should include:
        i. Name of staff person
        ii. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
        iii. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
        iv. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

    h. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students

must also complete a criminal background check. Volunteers should never be alone with students.

i. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.
j. Provider shall ensure staff will sweep and spot mop the Multipurpose Room, bathrooms, kitchen, and any classrooms that are used with permission; sanitize surface areas and remove all debris. City shall make sure the areas of use that are used for programs are free of debris.

7. Foster communication with and involvement of parents through parent orientations, parent handbook, newsletter, and hosting / co-hosting a minimum of one parent night (could be in conjunction with school PTA).
8. Maintain ongoing communication and collaboration between site staff and school faculty regarding students needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers and offerings for enrichment programs and activities.
9. Complete site emergency plans and related staff training.
10. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).
11. Incident Notification
    a. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety- related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
    b. For purposes of this section, and “event” includes any of the following:
        i. Death of a child from any cause
        ii. Any injury to a child that requires medical treatment
        iii. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
        iv. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
        v. Epidemic outbreaks
        vi. Poisonings
        vii. Fire or explosions that occur in or on the premises
        viii. Exposure to toxic substances.
12. Sample Program Schedule for Regular School Days - Prior to August 1, 2025, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider’s programming must include both an educational and enrichment element; the sample program schedule should clearly identify that this program is met.
13. The City will adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, workers compensation insurance to City's employees and compliance with employment laws, federal, state and local laws and ordinances.
14. In case of school closure (state or federal mandate), the City agrees to continue providing expanded learning programs in a virtual format within a reasonable time (no longer than 5 business days) and based on a revised agreement between the City and District on program structure and attendance expectations, specific to the grant requirements during state or federal mandated closures.
15. Adhere to the following toileting policy to ensure the health, safety, and dignity of all

participating students:

a. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
b. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
c. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
d. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
e. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
f. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
g. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
h. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

C. Evaluation and Reporting

1. The City will submit monthly attendance reports on or before the 20th of the month for the previous month program.
2. The City will provide all CDE required documents no less than 10 calendar days in advance of any deadlines.
3. The City will work with the District to implement a comprehensive annual program evaluation plan. Evaluation plan shall include, but not limited to attendance tracking, parents and participants surveys. Evaluation will be completed by the City, and submitted to the District.

D. Compensation on All Services Contracted

1. ELOP

a. The City of Daly City's Department of Recreation Services will be paid according to the Services rendered under the ELOP grant. The payments will be, and not to exceed **$155,400**
b. Billing will be submitted according to attendance via invoice on a trimester basis. Each and all payments will be made only for services rendered according to the scope of services.
c. The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.
d. Unduplicated students will have priority registration. Once we reach capacity with enrollment, a total of 5 spots will remain open for any late unduplicated students wanting to enroll. Unduplicated students will roll over every trimester / quarter and do not need to re-enroll.
e. Students can accumulate a total of 5 unexcused absences per trimester. After 5 unexcused absences have accumulated, the student will need to re-register and possibly move to a waitlist if the site has one.

SSFUSD	Per TK / Kinder child, per Trimester	Per 1-5th Grade child, per Trimester
ELOP **(Fee SY25-26)**	**$740**	**$740**

Junipero Serra: 70 students x $740 per Trimester x 3 Trimesters = $155,400

SERVICES AGREEMENT

By and Between:

SSFUSD - District Extended Day Activities Program (DEDAP)

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2025 (the "Effective Date") by and between SSFUSD - DEDAP (the "Provider") and South San Francisco Unified School District (the "District").

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)").

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2026 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the "Services") for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the

Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit B.

Section 8. Payment. Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee”). For all other students and/or portion of students' fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the "Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "Delinquency Interest Rate" of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform

their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (induding marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars ($1,000,000), bodily injury by disease limit each employee of one million dollars ($1,000,000) and bodily injury by disease policy limit of one million dollars ($1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than four million dollars ($4,000,000) per

occurrence, which will provide additional limits for Provider's general /liability, automobile liability, and Employer's Liability Insurance policies.

E. Professional Liability Insurance. Professional Liability Insurance with limits not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Workers' Compensation Insurance Policy).

H. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation or change in scope or modification in coverage of such insurance coverage.

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-827-8402
Email: eclaybon@ssfusd.org
Attention: Eric Claybon

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be the Superior Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**
Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

SSFUSD - DEDAP

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. SSFUSD - DEDAP operates after-school programming at the following District schools:
    a. Buri Buri Elementary, located at 325 Del Monte Ave., South San Francisco, CA 94080
    b. Skyline Elementary, located at 55 Christen Ave., Daly City, CA 94015

2. SSFUSD - DEDAP operates after school programming beginning August 15th, 2025 - June 30th, 2026 at Schools A and B.

3. SSFUSD - DEDAP will specifically provide:
    a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
    b. Staffing Requirements
        i. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
            1. Provider must employ a Site Supervisor for each site.
            2. Expanded Learning Opportunities Program ("ELOP") must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
            3. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

South San Francisco Unified School District Instructional Aide requirements:

        ii. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.
        iii. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.
        iv. Program staff will have the following skill set:
            1. classroom management skills;
            2. ability to help students with homework in a way that helps students improve their learning;
            3. cultural competency and sensitivity to the unique needs of the school population;
            4. ability to successfully work with all students including unduplicated students and special education students;
            5. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
            6. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
        v. Program staff will sign District internet use agreement.
        vi. By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.
        vii. Staff lists should include:
            1. Name of staff person
            2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
            3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
            4. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

viii. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.

1. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.

c. All program management and oversight, including structure, scheduling, vendor management, etc.
d. Ongoing new enrichment units and classes throughout the year.
e. One-stop parent registration and payment through our portal system.
f. Support for any parent questions or issues.
g. Marketing materials and other information to promote the programs to interested families.
h. Ongoing outreach to your PTA and District community to build relationships and solicit feedback.
i. Adherence to the following toileting policy to ensure the health, safety, and dignity of all participating students:
    i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
    ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
    iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
    iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
    v. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
    vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
    vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
    viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.
j. Attendance
    i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.
k. Attendance Reporting
    i. ELOP grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the state due date.

ii. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.

iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period

l. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).

m. Incident Notification

i. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.

ii. For purposes of this section, and "event" includes any of the following:

1. Death of a child from any cause
2. Any injury to a child that requires medical treatment
3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
4. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
5. Epidemic outbreaks
6. Poisonings
7. Fire or explosions that occur in or on the premises
8. Exposure to toxic substances.

n. Nonschool Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that Provider operates the after-school programs, Provider will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals and expanded learning opportunities per instructional day.

o. Sample Program Schedule for Regular Schooldays - Prior to August 1, 2025, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

p. Evaluation - Provider is required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, Provider must implement the California After School Network PQA Program Quality Assessment tool two times per year and involve at least: the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District.

Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.

4. SSFUSD - DEDAP also offers other enrichment programming, including, but not limited to, winter-break, spring-break, summer-break. and teacher in-service day programming

(collectively "Other Programs"). If the District desires to retain the Provider to operate any Other Program(s) and Provider agrees to operate the Other Program(s), the Parties may add the Other Program(s) to this Scope of Services by a written amendment that is signed by both parties and that specifies (1) the Other Program(s) to be provided and (2) the payment terms applicable to the Other Program(s).

EXHIBIT B

PAYMENT TERMS

School Year 2025/26

Summary:

SSFUSD - DEDAP will operate an after-school program from the end of the school day until 6pm at Buri Buri Elementary and Skyline Elementary between August 15th, 2025 - June 30th, 2026. The program will operate on the 180 academic school days and 8 non-instructional days and will be closed on federal holidays. The 8 non-instructional days will be held at no more than two school locations. The District will pay the tuition for a minimum of 15 TK/K- 5th students per elementary school to enroll in the 180 after school days and 8 non-instructional days for a total guarantee of 30 students.

The cost per student from August 15th, 2025-June 30th, 2026, will be $4,285 per student for 180 academic days and $190 per student for the 8 non-instructional days.

Based on the District's desired enrollment the total cost from August 15th, 2024 - June 30th, 2025, will be **$134,250** ($67,125 per school), broken down as follows:

- 30 students to enroll in the 180 after school days x $4,285 = $128,550
- 30 students to enroll in the 8 non-instructional days x $190 = $5,700

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK-5th grade students to attend the 180 academic days in groups of 5 at a cost of $21,425 per group and 5 TK-5th grade students to attend the 8 non-instructional days, at a cost of $950 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2025 (the "Effective Date") by and between Right at School, LLC (the "Provider") and South San Francisco Unified School District (the "District").

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)").

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2026 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the

Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit B.

Section 8. Payment. Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee”). For all other students and/or portion of students' fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the "Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "Delinquency Interest Rate" of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform

their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (induding marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars ($1,000,000), bodily injury by disease limit each employee of one million dollars ($1,000,000) and bodily injury by disease policy limit of one million dollars ($1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage.

D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than three million dollars ($3,000,000) per claim, which will provide additional limits for Provider's general liability,

automobile liability, and Employer's Liability Insurance policies.

E. Professional Liability Insurance. Professional Liability Insurance with limits not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than one million dollars ($1,000,000) per claim, one million dollars ($1,000,000) in the aggregate, and five million dollars ($5,000,000) in excess coverage.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Workers' Compensation Insurance and Employer Liability Policy).

H. The Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation, change in scope or modification in coverage of such insurance coverage.

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
Right at School, LLC
909 Davis Street, Suite 500
Evanston, IL 60201
Phone: 855-287-4444
Email: cindy.lawson@rightatschool.com
Attention: Cindy Lawson

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. State Funding for Expanded Learning Opportunity Program (ELOP). Should projected or actual state funding for Expanded Learning Opportunity Program change, both parties agree to meet to discuss resulting financial impact and renegotiate the terms of the agreement.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

A. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be

had in State Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**
Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

RIGHT AT SCHOOL, LLC

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. Right At School operates after-school programming at the following District schools:
    a. Los Cerritos Elementary, located at 210 W. Orange Ave., South San Francisco, CA 94080
    b. Skyline Elementary, located at 55 Christen Ave., Daly City, CA 94015
    c. Spruce Elementary, located at 501 Spruce Ave., South San Francisco, CA 94080
    d. Alta Loma Middle, located at 116 Romney Ave., South San Francisco, CA 94080

2. Right At School operates after school programming beginning August 15th, 2025 - June 30th, 2026 at Schools A through D.

3. Right At School will specifically provide:
    a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
    b. Staffing Requirements
        i. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
            1. Provider must employ a Site Supervisor for each site.
            2. The selection of the Site Supervisor must be approved by the Provider, District Extended Learning Opportunities Program Coordinator, Community School Coordinator, and site Principal.
            3. Expanded Learning Opportunities Program ("ELOP") must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
            4. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

        South San Francisco Unified School District Instructional Aide requirements:

        - 2 years of college – 48 units
          OR
        - High School Diploma/GED AND pass District Instructional Aide Exam (75% is passing grade)

        ii. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.

        iii. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.

        iv. Program staff will have the following skill set:
            1. classroom management skills;
            2. ability to help students with homework in a way that helps students improve their learning;
            3. cultural competency and sensitivity to the unique needs of the school population;
            4. ability to successfully work with all students including unduplicated students and special education students;
            5. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
            6. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.

v. Program staff will sign District internet use agreement.
vi. By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months thereafter to pass the exam. The District will facilitate necessary Instructional Aide examinations. Staff are allowed to take the Instructional Aide exam three times. If the staff person does not pass the examination after three attempts, the staff person either needs to be taken out of the adult-student ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District at the end of the school year.
vii. Staff lists should include:
    1. Name of staff person
    2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
    3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
    4. Number of years and name of college
    5. If #4 is less than 2 years, date passed Instructional Aide exam (can mark in progress if it is still within 3 months of start date and exam has not been taken or passed)
    6. Date of completion of mandated reporter training

    Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.
viii. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.
    1. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.

c. All program management and oversight, including structure, scheduling, vendor management, etc.
d. Ongoing new enrichment units and classes throughout the year.
e. One-stop parent registration and payment through our portal system.
f. Support through our toll-free customer service call center for any parent questions or issues.
g. Marketing materials and other information to promote the programs to interested families.
h. Ongoing outreach to your PTA and District community to build relationships and solicit feedback.
i. Adherence to the following toileting policy to ensure the health, safety, and dignity of all participating students:
    i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
    ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
    iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.

iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
v. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

j. If / Should a paid family program begin, the following discounts would apply:
   i. 10% sibling and military discount
   ii. 50% district employee discount
k. Attendance -
   i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.
l. Attendance Reporting
   i. ELOP grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the state due date.
   ii. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.
   iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period
m. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).
n. Incident Notification
   i. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
   ii. For purposes of this section, and "event" includes any of the following:
      1. Death of a child from any cause
      2. Any injury to a child that requires medical treatment
      3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
      4. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
      5. Epidemic outbreaks
      6. Poisonings
      7. Fire or explosions that occur in or on the premises

8. Exposure to toxic substances.

o. Nonschool Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that Right at School operates the after-school programs, Right at School will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals and expanded learning opportunities per instructional day.

p. Sample Program Schedule for Regular Schooldays - Prior to August 1, 2025, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

q. Evaluation - Provider is required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, Provider must implement the California After School Network PQA Program Quality Assessment tool two times per year and involve at least: the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District.

   Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.

4. Right At School also offers other enrichment programming, including, but not limited to, winter-break, spring-break, summer-break. and teacher in-service day programming (collectively "Other Programs"). If the District desires to retain the Provider to operate any Other Program(s) and Provider agrees to operate the Other Program(s), the Parties may add the Other Program(s) to this Scope of Services by a written amendment that is signed by both parties and that specifies (1) the Other Program(s) to be provided and (2) the payment terms applicable to the Other Program(s).

EXHIBIT B

PAYMENT TERMS

School Year 2025/26

Summary:

Right At School will operate an after-school program from the end of the school day until 6pm at Los Cerritos Elementary, Skyline Elementary, Spruce Elementary, and Alta Loma Middle School between August 15th, 2025 - June 30th, 2026. The program will operate on the 180 academic school days and 30 non-instructional days and will be closed on federal holidays. The 30 non-instructional days will be held at no more than two school locations. The District will pay the tuition for a minimum of 25 TK/K- 5th students per elementary school, and 25 6th grade students per middle school to enroll in the 180 after school days and 30 non-instructional days for a total guarantee of 100 students.

The cost per student from August 15th, 2025-June 30th, 2026, will be $2,780 per student for 180 academic days and $920 per student for the 30 non-instructional days.

Based on the District's desired enrollment the total cost from August 15th, 2024 - June 30th, 2025, will be **$370,000** ($92,500 per school), broken down as follows:

- 100 students to enroll in the 180 after school days x $2,780 = $278,000
- 100 students to enroll in the 30 non-instructional days x $920 = $92,000

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK-6th grade students to attend the 180 academic days in groups of 20 at a cost of $55,600 per group and 20 TK-6th grade students to attend the 30 non-instructional days, at a cost of $18,400 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

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: June 12, 2025

RE: Approval of Resolution #25-46, Budgetary Increases and Transfers

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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:

Per Education Code Sections 42601 and 85201, the San Mateo County Office of Education Superintendent of Schools needs a Board authorized resolution to make any necessary transfers or budget adjustments to permit payment of obligations of the district at year-end.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees adopt Resolution #25-46 authorizing the San Mateo County Office of Education Superintendent of Schools to make any necessary transfers or budget adjustments to permit payment of obligations of the district at year-end.

RESOLUTION #25-46

RESOLUTION FOR BUDGETARY INCREASES AND TRANSFERS AT YEAR END

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FISCAL YEAR 2024-25

WHEREAS, Education Code Section 42600 limits school district expenditures in each major expenditure classification to the total budgeted amount, as approved by the Board of Trustees of the school district,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees, in accordance with Education Code Sections 42601 and 85201, does hereby authorize the San Mateo County Superintendent of Schools to make transfers between the unappropriated fund balance and expenditure classifications, and to transfer budgeted amounts between expenditure classifications, as necessary to permit payment of obligations of the district for the current year, and

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

REGULARLY passed and adopted this 12TH day of June, 2025.

AYES: _____

_____

_____

_____

_____

_____

NOES: _____

_____

ABSTENTIONS: _____

_____

ABSENCES: _____

_____

_____
District Superintendent

_____
County Superintendent of Schools

_____
Date Approved/Filed

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 12, 2025

RE: Resolution #25-47: Reappointment of Citizens' Bond Oversight Committee (CBOC) Members to Another Term

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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:

California Education Code sections 15278 et seq., requires a school board to establish an independent Citizens' Bond Oversight Committee (CBOC) where approval of a bond measure by the voters is set at 55% for passage. The CBOC oversees the expenditures of bond funds authorized under paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution (Proposition 39). The purpose of the CBOC is to review and report on the proper expenditure of taxpayers' money for school construction from the District's bond programs.

Four established CBOC members have completed their first term. According to the CBOC's current bylaws, CBOC members shall serve a minimum of two years and for no more than three consecutive terms. The following members are recommended for reappointment to a second term following the expiration of their first term to provide continuity on this volunteer committee in its oversight duties required by Proposition 39 for a Facilities Bond Construction program.

John R. Penna – Second Term (7/1/25 – 6/30/27)
John Sanna – Second Term (7/1/25 – 6/30/27)

Avin Sharma – Second Term (7/1/25 – 6/30/27)
Soy Wong – Second Term (7/1/25 – 6/30/27)

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustee adopt resolution #25-47 to reappoint members John R. Penna, John Sana, Avin Sharma, and Soy Wong to the Independent Citizens' Bond Oversight Committee for another term.

RESOLUTION NO. 25-47

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT REAPPOINTING MEMBERS TO THE CITIZENS' BOND OVERSIGHT COMMITTEE

WHEREAS, this Board of Trustees (the "Board") of the South San Francisco Unified School District (the "District") duly called a school election (the "Election"), and the Election was conducted by the Registrar of Voters of the County of San Mateo (the "County") on November 8, 2022, on a measure authorizing the District to incur bonded indebtedness ("Measure T"); and

WHEREAS, the election was conducted pursuant to the provisions of Article XVI, Section 18(b) and Article XIIIA, Section 1(b)(3), and met all of the requirements for approval by a 55% affirmative vote of the votes cast at the election; and

WHEREAS, according to the official canvass and certification of election results provided to this Board by the Registrar of Voters of the County, at least 55% of the votes cast on said measure were in favor of issuing said bonds; and

WHEREAS, by resolution duly adopted on March 9, 2023, this Board did declare, pursuant to Education Code Section 15274 and Elections Code Section 15400, that Measure T was approved by the requisite vote; and

WHEREAS, Education Code Section 15278(a) requires that upon declaration of the election results, this Board shall establish and appoint members to an independent citizens' oversight committee ("CBOC"), all in accordance with Sections 15278 through 15282 of the Education Code; and

WHEREAS, the District wishes to reappoint the following individuals to the CBOC for Measure T, as members who fulfill the following requirements of Education Code section 15282 for membership on a Bond Oversight Committee:

Name	Extend Appointment
John R. Penna	Effective July 1, 2025 to June 30, 2027
John Sanna	Effective July 1, 2025 to June 30, 2027
Avin Sharma	Effective July 1, 2025 to June 30, 2027
Soy Wong	Effective July 1, 2025 to June 30, 2027

WHEREAS, these four CBOC members are in good standing and have expressed interest in pursuing an additional oversight term.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT, AS FOLLOWS:

1. All of the above recitals are true.

2. The Board hereby reappoints the Measure T Citizens' Bond Oversight Committee, John R. Penna, John Sanna, Avin Sharma and Soy Wong as members who fulfill the above-described positions on the committee as required by Section 15282(a) of the Education Code.

PASSED AND ADOPTED this day, June 12, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

_____
President of the Board of Trustees of the
South San Francisco Unified School District

Attest:

_____
Clerk of the Board of Trustees of the
South San Francisco Unified School District

CLERK'S CERTIFICATE

I, Mina Richardson, Clerk of the Board of Trustees of the South San Francisco Unified School District, County of San Mateo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District held at the regular meeting place thereof on June 12, 2025, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 398 B Street, South San Francisco, California, a location freely accessible to members of the public, and on the District's website at ssfusd.org/apps/pages/meetings, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minute of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Date: _____, 2025

_____

Clerk of the Board of Trustees of
South San Francisco Unified School District

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: June 12, 2025

RE: Approval of Resolution #25-48 Establishing Fund 11 and Fund 14 Balances

---

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

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve resolution #25-48 Establishing Fund 11 and Fund 14 Balances.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #25-48

TO ESTABLISH FUND BALANCE POLICIES AS REQUIRED BY GASB 54

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

WHEREAS, South San Francisco Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2025 – June 30, 2026 fiscal year, and;

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

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

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

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

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

Upon adoption of this policy, the residual balance in the Adult Education Fund, all State Apportionments and local match amounts subsequently deposit to this fund

and any earnings on the funds are hereby committed to the purpose of Adult Education. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

Deferred Maintenance Fund

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

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

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

The above Resolution is adopted this 12th day of June 2025.

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____

_____

President of the Board

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

Lori Shelton, Director of Bond Program

DATE: June 12, 2025

RE: Approval of Amendment No. 2 to Agreement with Kitchell CEM, Inc. for Program and Construction Management Services for FY 2025–26 (Measure T Bond Program)

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 issued the RFQ/P for Program Management Services on April 12, 2023 for the new Measure T Bond Program, and Kitchell CEM was selected. On June 22, 2023, the South San Francisco Unified School District Board of Trustees approved the contract with Kitchell CEM for Fiscal Year (FY) 2023-24. The Measure T Bond Program continues to require program management services of Kitchell CEM for the continuation of the bond program.

This amendment No. 2 is for program management staffing for the FY 2025-26 and will include but not limited to services for the issuances and management of pre-design, design, and engineering consultant RFQ/Ps; continued development of the Master Program Budget and Schedule; initiation of project planning and design coordination; development of District Standards; assistance with communication and reporting to the Board and Community; initiation of site design committees; and support of District staff in reporting to the Citizens' Bond Oversight Committee. This amendment also includes limited services required for construction management.

FISCAL IMPLICATIONS:

The cost of the services is $2,620,909.00. This will be paid for through the Measure T Bond Program (Fund 21).

AGREEMENT	BOARD APPROVAL	FEE
2023-24	June 22, 2023	$850,522.00
2024-25 (Amendment #1)	May 23, 2024	$1,177,537.00
2025-26 (Amendment #2)	June 12, 2025	$2,620,909.00
ADJUSTED TOTAL		**$4,648,968.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 2 to the Agreement for Program Management Services and Limited Construction Management Services with Kitchell CEM, Inc. for the 2025–26 fiscal year in the amount of $2,620,909.00 for the Measure T Bond Program.

AMENDMENT #2
TO
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
WITH
KITCHELL CEM, INC.

FOR THE MEASURE T BOND PROGRAM
(Agreement # 24002)

June 12, 2025

Amendment No. 2 for Program Management Services and Limited Construction Management Services for the Measure T Bond Program for fiscal year 2025-2026. The Board of Trustees approved the original agreement on June 22, 2023.

Scope of work is for program management staffing for the FY 2025-26 and will include but not limited to services for the issuances and management of pre-design, design, and engineering consultant RFQ/Ps; continued development of the Master Program Budget and Schedule; initiation of project planning and design coordination; development of District Standards; assistance with communication and reporting to the Board and Community; initiation of site design committees; and support of District staff in reporting to the Citizens' Bond Oversight Committee. This amendment also includes limited services required for construction management.

Compensation under the Agreement is summarized below:

AGREEMENT	BOARD APPROVAL	FEE
2023-24	June 22, 2023	$850,522.00
2024-25 (Amendment #1)	May 23, 2024	$1,177,537.00
2025-26 (Amendment #2)	June 12, 2025	$2,620,909.00
ADJUSTED TOTAL		**$4,648,968.00**

TOTAL AMENDED COMPENSATION **$4,648,968.00**

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

- ARTICLE 4. PM STAFF
  PM agrees that the following key personnel in PM's firm shall be associated with the Program and perform the Services in the following capacities:

  - Principal In Charge: Brian Jemo
  - Program Director: Kent Brown
  - Program Manager: Erica Kodiyan
  - Program Manager: Robert Begonia
  - Project Manager: Mike Owen / Loc Nguyen
  - Project Engineer: Joseph Armas

IN WITNESS WHEREOF, the parties hereto have executed this Amendment. This Amendment consists of 2 pages, with Consultant's Proposal attached.

By _____ _____
Ted O, Asst. Superintendent – Business Services Date
South San Francisco Unified School District

By _____ 05/22/2025
Geoffrey Bachanas, President Date
Kitchell/CEM, Inc.

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: June 12, 2025

RE: Approval of Amendment No. 1 to Architectural Services Agreement with Harley Ellis Deveraux Corporation (HED) for Los Cerritos ES and Interim Housing Study Test Fit under Measure T Bond Program

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The South San Francisco Unified School District is acquiring additional architectural services of Harley Ellis Deveraux Corporation (HED) for the Los Cerritos ES Modernization Project. The original scope of work included an assessment of the school campus to determine the existing conditions, including operational and functional deficiencies, and improvement opportunities. The results of the assessment informed the Bond Team and District Leadership of the campus needs and requirements; and was the basis for determining the scope of work for the future modernization project at this site.

During the Project Assessment Phase, the bond team confirmed the boundaries of the Los Cerritos ES campus and the San Francisco Public Utility Commission property lines. It was confirmed that the staff parking area and play yard are installed on the property owned by the San Francisco Public Utilities Commission. It was also discovered that the district's land-use permit for the SFPUC property is not current, the current use is not aligned with the permit limitations, and the district will be unable to utilize this area for interim housing during construction.

This amendment to the agreement incorporates additional services for the special studies examination of the Los Cerritos ES campus and to perform an interim housing study test fit for the Los Cerritos ES school at other school campuses during construction as discussed and approved by the Board of Trustees at the March 27, 2025 Special Board Meeting.

FISCAL IMPLICATIONS:

The cost of the services is $61,717.60. This will be paid for through the Measure T Bond Program (Fund 21).

AGREEMENT	BOARD APPROVAL	TOTAL
Original Agreement	February 8, 2024	$296,773.90
Amendment No. 1 – Study Test Fit	July 12, 2025	$61,717.60
ADJUSTED TOTAL		**$358,491.50**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 1 to the architectural services agreement with Harley Ellis Deveraux Corporation (HED Design) for additional services covering the Los Cerritos Elementary School and Interim Housing Study Test Fit under the Measure T Bond Program.

AMENDMENT NO. 1
TO
AGREEMENT FOR ARCHITECTURAL SERVICES
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
WITH
HARLEY ELLIS DEVERAUX CORPORATION (HED)
FOR
THE MEASURE T BOND PROGRAM
(Agreement # 24015)

June 13, 2025

Amendment No. 1 to the agreement for Architectural Services for the Los Cerritos ES Modernization project as approved by the Board of Trustees on June 12, 2025.

The work is for the special studies examination of the Los Cerritos ES campus and Interim Housing Study Test Fit for the Los Cerritos ES school at other school campuses.

Compensation under the Agreement is summarized below:

AGREEMENT	BOARD APPROVAL	FEE
Original Agreement	February 8, 2024	$296,773.90
Amendment No. 1 – Special Studies	June 12, 2025	$61,717.60
ADJUSTED TOTAL		**$358,491.50**

TOTAL AMENDED COMPENSATION **$358,491.50**

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

Modified sections as follows:
- EXHIBIT A – RESPONSIBILITIES AND SERVICES OF ARCHITECT
- EXHIBIT C – SCHEDULE OF SERVICES
- EXHIBIT D – PAYMENT SCHEDULE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

By _____ _____
Ted O, Asst. Superintendent – Business Services Date
South San Francisco Unified School District

By _____ 05-20-2025
Robert Hilary, AIA, Associate Principal/Sector Leader, Date
Jennette La Quire, AIA, Principal, Business Leader
Harley Ellis Deveraux Corporation (HED)

EXHIBIT A
RESPONSIBILITIES AND SERVICES OF ARCHITECT

The Responsibilities and Services of the Architect represents additional scope of work added to the project.

Additional Services Scope

Items of the project that is driving the need for additional Test Fit Studies for the Los Cerritos Elementary School Campus and Interim Housing:

- Per the SFPUC land use agreement, the SFPUC indicated that no structures, temporary or otherwise, can be placed in their site.
- The current Emergency Vehicle Access (EVA) onto the campus is on the SFPUC property. The studies will look at the feasibility of providing EVA on the campus.
- Parking lot solar panels will need to be removed. The studies will look at the feasibility of accommodating parking on the Los Cerritos campus property. It is understood that the studies will most likely not be able to provide the same amount of parking or include space for the existing solar panels.
- It is anticipated that the existing play structure will need to be removed/relocated. Accordingly, the design study will look at the feasibility of accommodating an additional play structure on the Los Cerritos campus property. The play yard can remain (elements without footings less than 6 inches in depth).
- Construction vehicles will not be allowed to access the SFPUC site, so access needs to be thought of at a high level when placing new buildings on the campus.
- The campus will potentially need more demolition and construction of new buildings than originally anticipated to accommodate EVA, parking and play areas, the goal is to minimize the amount of impact/cost when developing the design studies.

Services to complete the scope as outlined for the Los Cerritos Elementary School Campus Test Fit Study:

- Explore up to 3 Test Fit Layout Plan Options for the Los Cerritos Campus for BMT approval.
- Explore Test Fit Plan Layout Options for Interim Housing on the three identified campuses of Baden and Sunshine Gardens (and Ponderosa, if required).
- Opinion of Probable Cost Estimating for up to 3 Test Fit Layout Options for the Los Cerritos Campus.
- Opinion of Probable Cost Estimating for up to 3 Test Fit Layout Options for Interim Housing (1 per campus).
- Total of four (4) virtual meetings with the Bond Management Team to vet the options and cost estimates to take forward to the Board/Community (refer to Schedule in Exhibit B).
- Total of three (3) virtual meetings with the Baden and Sunshine Gardens (and Ponderosa, if required) campuses.

Architecture and Cost Estimating Pre-Design/ Test Fit Study Phase:

- Visit the site to review the existing site constraints and conditions for Baden and Sunshine Gardens (and Ponderosa campuses, if required).
- Meeting #1 with BMT: Review Preliminary Los Cerritos Campus Test Fit Options.
- Meeting #2 with BMT:

    - Review Refined Options for Los Cerritos Campus Test Fit.
    - Determine Los Cerritos Campus Option(s) to begin Cost Estimating process.
    - Review Preliminary Interim Housing Test Fit Options.
- Meeting #3 with BMT:
    - Review Cost Estimate Los Cerritos Campus Test Fit.
    - Review Refined Interim Housing Test Fit Options.
    - Determine Interim Housing Options to begin Cost Estimating process.
- Meeting #4 with BMT:
    - Review Cost Estimate Interim Housing Test Fit.
    - Determine Next Steps for meeting with Interim Housing campuses.
    - Determine Next Steps for Final Deliverable for Board Meeting.
- Board Meeting Attendance

Exclusions:

- Geotechnical Investigations. In the event a geotechnical report is required, this will be provided at the Owner's expense and be contracted directly by the owner.
- Additional surveying.
- Hazardous material investigations.
- Stormwater management will not be required and is excluded from our scope of services.
- Off-site improvements are not included.
- Preparation and/or drafting of as-built/record drawings
- Building Energy Analysis/Modeling.
- Construction scheduling/phasing.
- Site verification of electrical systems and circuiting if existing drawings/as-builts are not available.
- Given the nature of this Study up to a Pre-Design phase, permitting/approval are not included in this proposal.
- DSA Pre-App meeting.
- Structural, Civil, and MEP upgrades to existing buildings or structures outside of project scope.
- Design outside of the 'Potential Area of Work' and 'Façade Replacement' as indicated.
- Accessibility upgrades.
- Additional meetings with staff, students, or other stakeholders beyond those indicated in the Exhibit A 'Estimated Level of Effort Hourly Fee Breakdown'.
- Design and construction documentation beyond the Study phase as outlined.
- Consultants other than those mentioned above

EXHIBIT C
SCHEDULE OF SERVICES

The schedule of services in Exhibit C includes the following additional schedules for executing the Test Fit Study process:

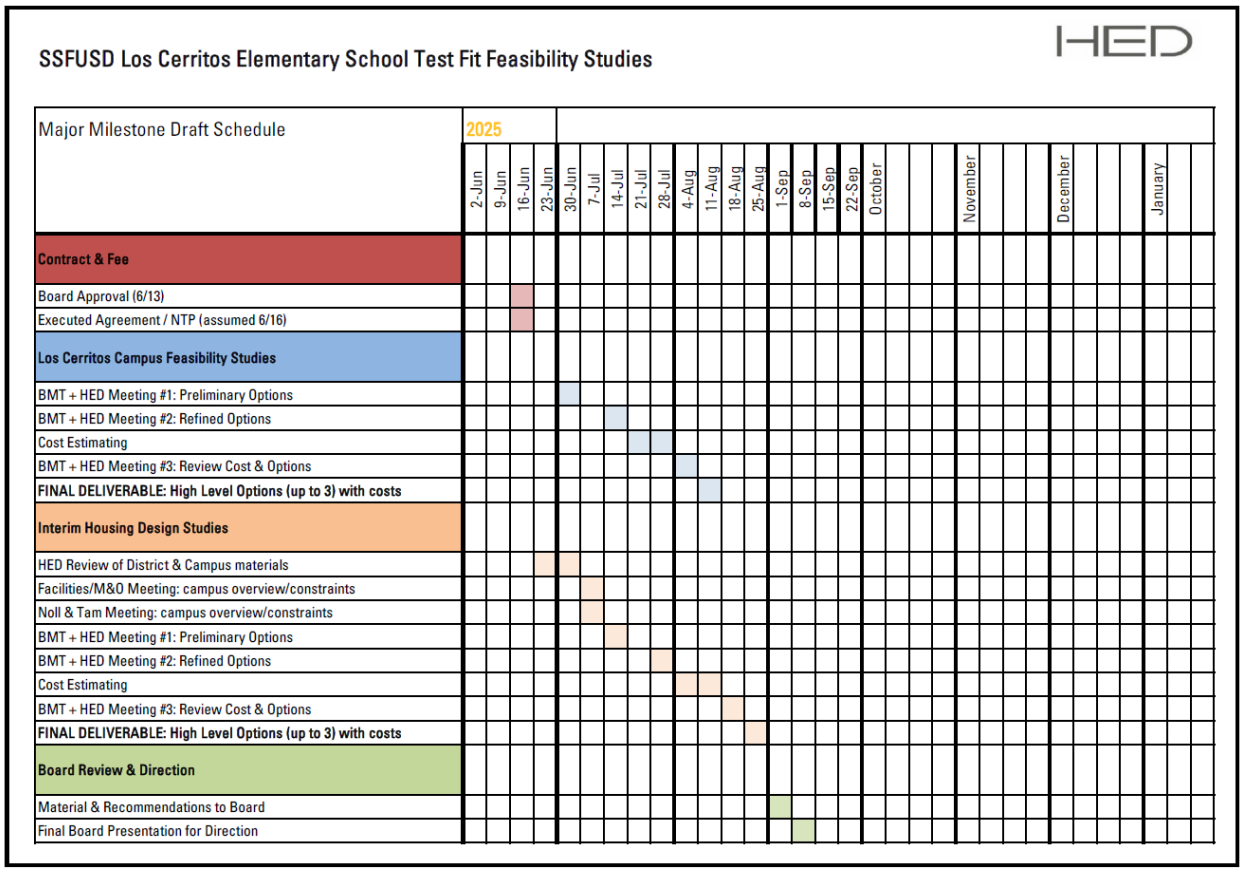


EXHIBIT D
PAYMENT SCHEDULE

The payment schedule in Exhibit D includes the following additional schedules. District shall pay Architect as follows for all additional services contracted for under this Agreement:

ADD SERVICE ITEMS

Discipline	Rate per Hour	Hours	
Principal-in-Charge	$295	72	$21,240.00
Senior Project Manager	$285	36	$10,260.00
Project Architect/Designer	$225	40	$9,000.00
Design & Technology Support	$140	88	$12,320.00
Administration	$125	4	$500.00
Archictect Services			$53,320.00
Cost Estimator Services (RLB)			$6,600.00
Allowance: Reimbursables at 3%			$1,797.60
TOTAL FEE			**$61,717.60**

HOURLY RATES

HED's fee for providing the above outlined services for your project will be on a lump sum basis. Should additional services be required, they will be provided on an hourly basis according to the rate table below:

Discipline	Rate per Hour
Principal-in-Charge	$295
Educational Planner	$290
Senior Project Manager	$285
Senior Project Architect	$275
Senior Project Engineer	$275
Project Manager	$250
Project Architect/Designer	$225
Project Engineer	$225
Interior Designer	$200
Job Captain/Project Coordinator	$180
Design & Technology Support	$140
Administration	$125

Rates are subject to change annually

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: June 12, 2025

RE: Approval of California Environmental Quality Act (CEQA) Consulting Services Pool for the Measure T Bond Program

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

As shared in the September 7, 2023, Measure T Bond Program Implementation Update to the Board, the District proposed to utilize a pool of CEQA Consulting firms. The scope of work includes providing a full scope of CEQA Consulting Services for selected projects under the District's Measure T Bond Program and Facilities Department. CEQA consulting services refers to the professional expertise and guidance provided to assist with compliance and navigate the requirements of the California Environmental Quality Act (CEQA), which is a state law that requires public agencies in California to assess the potential environmental effects of their projects.

This pool of firms was selected through a Request for Qualifications (RFQ) process, which was publicly advertised on April 2, 2025, and April 9, 2025. Seven (7) CEQA Consulting firms responded by submitting their Statement of Qualifications (SOQ). These firms were evaluated based on the overall responsiveness of their submittals, experience, key personnel, litigation history, and references from prior and current clients.

The selected firms will provide CEQA Consulting Services in support of the Measure T Bond Program and the Facilities Department. Following a comprehensive evaluation, staff selected three (3) of the firms to be included in a pool of CEQA Consultants: David. J. Powers & Associates; Sertior; and Terra Phase. The decision to select three firms was based on the determination that this number 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 on an as-needed basis 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 a CEQA Consulting 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: June 12, 2025

RE: Approval of construction contract for work on the Instructional Media Center (IMC) Portable Conversion to Offices with Cumiskey Construction Corp.

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 can be accommodated. It is proposed to convert the Instructional Media Center ("IMC") portable to offices. This building is being emptied now with instructional media items being placed in other designated storage areas throughout the District. The building interior will be fitted out with office partitions and a small conference room. The building exterior on the west wall is completely deteriorated and the siding needs to be replaced to ensure a weather-proof building. In addition, there is work on the interior to remove existing built-ins and shelving to allow for painting, installation of carpet, and modular office areas. Facilities staff requested a proposal Joseph Cumisky Construction Corporation for the work under the negotiated contract provisions of the California Uniform Construction Cost Accounting Act ("CUPCCAA").

FISCAL IMPLICATIONS:

By this action: $46,130 will be paid from Fund 40 (Facilities Fund)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a contract with Joseph Cumisky Construction Corporation for construction work on the IMC Offices project.

JOSEPH CUMISKEY CONSTRUCTION CORPORATION

P.O. BOX 27601
San Francisco, CA 94127

Tel (650) 591-2884
Fax (650) 591-2343

jcumiskey@yahoo.com

License # 965207 (A, B)

June 2 nd 2025

Re: Portable Project

Bill Savage,

Please accept the following cost estimate to do the siding replacement o portable classroom as outlined by you at a recent site meeting. This work includes all labor and material plus all electrical and plumbing work to facilitate the siding replacement. Off haul all debris to dump site, all patching, priming and painting by others. The total Cost for this section is $38,475.00.

The cost for all interior work as outlined by you at the site meeting is $7,655.00

Total quote for entire project is $46,130.00

Joseph Cumisley

President

OK TO BEGIN WORK
Jed O
6/2/25