SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, May 7, 2026

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/about-us/board-of-trustees/board-meetings
(The link will be active shortly before 7:00 p.m.)

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

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

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

OPEN SESSION — 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION – 6:30 p.m.

1. Public Employee Discipline/Dismissal/Release (Government Code § 54957)

2. Superintendent evaluation.

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by El Camino High School Junior student, Achilles Santos.

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. Student Advocacy

b. Academic Discourse School Growth – Alta Loma Middle School, Buri Buri Elementary School, and Ponderosa Elementary School

c. Westborough Middle School – Recipient of the 2026 Sustainable and Climate Ready Schools Award

d. In Memoriam – Former County Superintendent of Schools, Nancy Magee

e. Recognition for Outgoing Student Trustee Izzy Ruiz

L. STUDENT TRUSTEE REPORTS

1. Isabelle “Izzy” Ruiz, Spring Student Trustee and ASB President ECHS

2. Jaimelyn Ochoa, Fall Student Trustee and ASB President SSFHS

M. PUBLIC COMMENTS

For Items Not On the Agenda:

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

To comment 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.

N. INFORMATION ONLY PRESENTATIONS

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

1. TEACHING & LEARNING

a. El Camino High School

Principal James Briano will present the educational priorities and programs at El Camino High School.

O. PRESENTATION WITH POTENTIAL ACTION

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

PRESENTATION

1. BUSINESS SERVICES

a. Sunshine Gardens Elementary School Modernization and Interim Housing

Director Lori Shelton and Assistant Superintendent Ted O will present staff recommendations for the Sunshine Gardens Elementary School modernization and interim housing project.

ACTION

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4. BUSINESS SERVICES

a. Approval of Staff Recommendation for the Sunshine Gardens Elementary School Modernization 1 – 2

Staff recommends approval of the recommendation for the Sunshine Gardens Elementary School Modernization Project under the Bond Program, including an additional $10.1 million in funding, for a total project cost of $35,602,570 required to complete the project.

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

		PAGE
1. ADMINISTRATION		
a.	Minutes of the April 24 Special Board meeting.	3 – 4
2. TEACHING & LEARNING		
a.	Graduates – Baden HS, ECHS, SSFHS, and Adult Ed.	5
b.	ECHS Wrestling team to participate in the Dual State Championship in Fresno, CA, May 15 – 17, 2026.	6
c.	SSFHS Staff travel to attend the Broadway Teacher Workshop (BTW) in New York City, July 13, 2026.	7 – 8
d.	Single Plan for Student Achievement (SPSA's) for all sites 2025-26.	9 – 10
3. HUMAN RESOURCES		
a.	Certificated Personnel Assignment Order.	11 – 12
b.	Classified Personnel Assignment Order.	13 – 14
4. BUSINESS SERVICES		
a.	Gifts to the District, April 2026.	15 – 16
b.	Professional services agreements under $25,000.	17 – 18

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ACTION *(continued)*

1. ADMINISTRATION

a. Approval of District's New and Updated Board Bylaws and Policies — 19 – 84

Staff recommends the approval of the following new and updated District's Board Bylaw and Policies and waive a second reading.

1. BP 0450 - Comprehensive Safety Plan
2. BP 1312.3 - Uniform Complaint Procedures
3. BP 4030 - Nondiscrimination in Employment
4. BP 4033 - Lactation Accommodation
5. BP 4112.9 - Employee Notifications
6. BP 4219.9 - Employee Notifications
7. BP 4312.9 - Employee Notifications
8. BP 4119.11 - Sexual Harassment
9. BP 4219.11 - Sexual Harassment
10. BP 4319.11 - Sexual Harassment
11. BP 5125.1 - Release of Directory Information
12. BP 5145.3 - Nondiscrimination/Harassment
13. BP 5145.6 - Parent/Guardian Notifications
14. BP 5145.7 - Sexual Harassment
15. BP 5146 - Married/Pregnant/Parenting Students
16. BB 9011 - Disclosure of Confidential/Privileged Information

2. TEACHING & LEARNING

a. Approval of a 1-Year Contract Extension with Imagine Learning — 85 – 87

Staff recommends approval of the transition to the Imagine Learning Illustrative Mathematics California version and a 1-year contract extension for grades K–12 in the amount of $120,672.37.

b. Approval of the Proposal with Unbound Ed — 88 – 94

Staff recommends approval of the proposal with UnboundEd to support the continued implementation of Illustrative Mathematics during the 2026–27 school year in the amount of $214,000.

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c. Approval of the Reallocation of Special Education Transportation Funds 95 – 96

Staff recommends approval of the Special Education transportation fund reallocation and associated cost adjustments as outlined in the Board memo.

d. Approval of the MOU with SMCOE for the K12 Strong Workforce Program – Round 8 97 – 117

Staff recommends approval of the MOU with the San Mateo County Office of Education to participate in the K–12 Strong Workforce Program (Round 8) initiative, effective January 1, 2026, through June 30, 2028.

e. Approval to enter into an Agreement with Max Ehrman for ALMS Mural Project 118

Staff recommends approval to enter into an agreement between Alta Loma Middle School and Max Ehrman for a student-led mural project designed to advance student belonging, cultural representation, and school community pride, in the amount of $39,500.

3. STUDENT & FAMILY SERVICES

a. Approval of the Operational Agreement with Fresh Lifelines for Youth, Inc. 119 – 124

Staff recommends approval of the Operational Agreement with Fresh Lifelines for Youth (FLY), Inc. to provide a law-related education program and supportive services for students at risk of delinquent behavior during the 2026–2027 school year.

b. Approval of the MOU with SMCOE for Tobacco-Use Prevention and Youth Engagement (TPYE) Consortium 125 – 133

Staff recommends approval of the MOU with the San Mateo County Office of Education to participate in the TPYE Consortium for the 2026-2029 grant cycle.

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4. BUSINESS SERVICES *(continued)*

b. Approval of Agreement with Wilsey Ham for the Spruce Elementary Modernization Project 134 – 158

Staff recommends approval of the agreement with Wilsey Ham for topographic surveying and underground utility locating services for the Spruce Elementary School Modernization Project in the amount of $69,928.

c. Approval of Amendment #2 with Harley Ellis Devereaux Corporation (HED) for the Los Cerritos Elementary Modernization Project 159 – 207

Staff recommends approval of Amendment No. 2 to the architectural services agreement with HED for additional design and construction administration services for the Los Cerritos Elementary School Modernization Project in the amount of $2,549,482.

d. Approval of Amendment #2 with Noll & Tam Architects for the Sunshine Gardens Elementary Modernization Project 208 – 215

Staff recommends approval of Amendment No. 2 to the agreement with Noll & Tam Architects for additional professional services related to site utility replacement work for the Sunshine Gardens Elementary School Modernization Project in the amount of $11,440.

e. Approval of Agreement with Advanced Inspections, Inc. for the Skyline Elementary HVAC Replacement Project 216 – 228

Staff recommends approval of the agreement with Advanced Inspections, Inc. to provide Inspector of Record services for the HVAC replacement project at Skyline Elementary School in the amount of $20,500.

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f. Approval of Agreement with Advanced Inspections, Inc. for the SSFHS Special Education Classrooms Alteration Project 229 – 241

Staff recommends approval of the agreement with Advanced Inspections, Inc. to provide Inspector of Record services for the Special Education classrooms alteration project at South San Francisco High School in the amount of $33,500.

g. Approval of Agreement with Ninyo & Moore for the SSFHS Special Education Classrooms Alteration Project 242 – 258

Staff recommends approval of the agreement with Ninyo & Moore for special inspection and testing services for the Special Education classrooms alteration project at South San Francisco High School in the amount of $8,515.

h. Approval of Agreement with Ninyo & Moore for the Skyline Elementary HVAC Replacement Project 259 – 275

Staff recommends approval of the agreement with Ninyo & Moore for special inspection and testing services for the HVAC replacement project at Skyline Elementary School in the amount of $4,478.

i. Resolution No. 26-48: Authorized Signatures 276 – 277

Staff recommends adoption of Resolution #26-48 authorizing designated signatures.

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

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

May 21, 2026

- Presentation Teaching and Learning – Baden HS/ Adult Education
- Presentation Teaching and Learning – Special Education
- Presentation on 2026-27 LCAP draft plan
- Public Hearing 2026-27 LCAP draft plan
- Approval of the Children's Center Program annual self-evaluation reports
- Approval for destruction of Disposable Class 3 records

- Approval of updated Board Governance Handbook
- Approval of the agreement with SMCOE for Center for Learning Data Sharing
- Information on May revision of the Governor's 2026-27 budget
- Approval of Bill Saving Facilities Consulting agreement for 2026-27
- Resolution in support of LGBTQ+ Pride Month (June)

June 11, 2026

- Presentation on 2026-27 Preliminary Budget
- Public Hearing 2026-27 Preliminary Budget
- Adoption of 2026-27 LCAP
- Approval of Local Indicators
- Approval of SMCOE Induction Program agreement for 2026-27
- Approval of updated Board Governance Handbook
- Approval of Board of Trustees Compensation increase for 2026-27
- Approval of supplementary instructional materials
- Approval of the agreement with Newsela for the 2026-27 school year
- Approval of Scoot Education MOU
- Resolution on Budgetary increases and year end transfers

June 25, 2026

- Presentation on Counseling and Safe School Advocates Services and approval for 2026-27
- Presentation on SLO MOU with student data
- Adoption of 2026-27 Preliminary Budget
- Information on Daybreak Mental Health and approval of MOU
- Approval of SMCOE Outdoor Education dates for 2026-27
- Approval of Paper Education Company agreement for 2026-27
- Approval to increase facility use fees for 2026-27
- Approval to increase District rental/leasing rates for 2026-27
- Approval to continue NPS contracts for 2026-27
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT – In honor of Nancy Magee

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

DATE: May 7, 2026

RE: Additional Funding for the Sunshine Gardens Elementary School Modernization Project Under the 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:

On December 14, 2023, the Board of Trustees approved an architectural services agreement with Noll & Tam Architects for Project Assessment Services (Part I of a two-part agreement) for Sunshine Gardens Elementary School Modernization Project under the bond program. The scope of work included an assessment of the school campus to determine the existing conditions, including operation and functional deficiencies, and improvement opportunities. The results of the assessment informed the Design Team, Bond Team, and District Leadership on the campus' needs and requirements and serve as the basis for determining the scope of work that would advance to Part II of the modernization project.

On February 27, 2025, the Board of Trustees approved Part II of the architectural services agreement with Noll & Tam. The scope of work under Part II encompasses the full architectural design and construction process, spanning from Schematic Design (SD), through Design Development (DD), Construction Documents (CD), Bidding and Procurement, Construction Administration (CA), and ultimately Construction Closeout.

The scope of work for the Sunshine Gardens ES modernization includes but is not limited to the following: New Exploratorium, Modernized Library, New and Renovated Staff and Student Restrooms, Portable Classroom and Portable Restroom, Upgrades to Classroom Interior and

Exterior, Fire Alarm and Security Upgrades, and Hardscape Improvements (ADA related site work, underground utilities, fences and gates).

Based on the results from Project Assessment through Design Development, staff are recommending an additional $10.1 million for the Sunshine Gardens Elementary School Modernization Project to meet its needs. This is on top of the $25.5 million already allocated by the Measure T bond program. Total estimated amount needed for this modernization project is $35.6 million. Below are the sources of funding that make up the $35.6 million. I am including the funding sources that make up the total $34.3 million allocated to Los Cerritos ES for comparison purposes.

Funding Source Summary	Sunshine Gardens ES	Los Cerritos ES
Measure T Site Allocation	$25,520,011	$20,308,833
Measure T IT Fund (security & IT scope only)	$1,082,559	$0
Measure T Bond Interest	$1,000,000	$0
Measure T Baden Allocation	$0	$1,000,000
Deferred Maintenance (Fund 14)	$3,000,000	$5,000,000
Facilities Fund (Fund 40)	$0	$2,000,000
Measure J & State Allocation	$5,000,000	$6,000,000
Funding Total	**$35,602,570**	**$34,308,833**

FISCAL IMPLICATIONS:

The total estimated cost of the project is $35.6 million. This is $10.1 million over and above the allocated Measure T bond amount of $25.5 million for Sunshine Gardens Elementary School. Staff will be tapping into other facility funding sources as shown above to cover the total cost of this project.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve an additional $10.1 million (as shown in the table above) for the Sunshine Gardens Elementary School Modernization Project under the Bond Program at a total projected amount of $35.6 million.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board Policies and Bylaws Committee Meeting of April 24, 2026

OPEN SESSION

A. CALL TO ORDER – 3:20 p.m.

B. ROLL CALL

Committee Members: Vice President Chialin Hsieh – Present
Trustee Amanda Anthony – Present

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. PUBLIC COMMENTS – None

INFORMATION/DISCUSSION

PAGE

1. ADMINISTRATION

a. Board Policies and Bylaws Committee

Board Vice President Chialin Hsieh and Trustee Amanda Anthony reviewed and discussed the following Board policies before they are presented to the full Board of Trustees for consideration and approval at upcoming regular Board meetings.

Documents:

BB 5131 - Conduct	1 – 7
BP 5131.6 - Alcohol and Other Drugs	8 – 9
BP 5131.8 – Mobile Communication Devices	10
BB 9150 - Student Board Member	11 – 17
BP 0450 - Comprehensive Safety Plan	18 – 21

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BP 1312.3 - Uniform Complaint Procedures	22 – 28
BP 4030 - Nondiscrimination in Employment	29 – 34
BP 4033 - Lactation Accommodation	35 – 38
BP 4112.9 - Employee Notifications	39 – 40
BP 4219.9 - Employee Notifications	41 – 42
BP 4312.9 - Employee Notifications	43 – 44
BP 4119.11 - Sexual Harassment	45 – 49
BP 4219.11 - Sexual Harassment	50 – 54
BP 4319.11 - Sexual Harassment	55 – 59
BP 5125.1 - Release of Directory Information	60 – 61
BP 5145.3 - Nondiscrimination/Harassment	62 – 65
BP 5145.6 - Parent/Guardian Notifications	66 – 67
BP 5145.7 - Sexual Harassment	68 – 71
BP 5146 - Married/Pregnant/Parenting Students	72 – 79
BB 9011 - Disclosure of Confidential/Privileged Information	80 – 82
BP 3515.4 - Recovery for Property Loss or Damage	83
BP 5113 - Absences and Excuses	84 – 85
BP 5113.12 - District School Attendance Review Board	86
BP 5113.2 – Work Permits	87 – 88
BP 5141 – Health Care and Emergencies	89 – 91
BP 5141.4 - Child Abuse Prevention and Reporting	92 – 95
BP 5142 - Safety	96 – 97

ADJOURNMENT – 3:25 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning

DATE: May 7, 2026

RE: Graduates, May 2026

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

** Attached are the lists of students scheduled to graduate in May 2026 from Baden High School, El Camino High School, South San Francisco High School, and Adult Education. These students are slated to receive their high school diplomas, pending successful completion of all graduation requirements.

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

The Adult Education ceremony will be held on Thursday, May 28, at 3:30 p.m., Baden will be held on Wednesday, May 27, at 2:30 p.m.; El Camino High School will be held on Friday, May 29, at 2:00 p.m., and South San Francisco High School will be held on Friday, May 29, at 2:00 p.m.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the May 2026 list of proposed graduates from Baden, El Camino and South San Francisco High Schools, and Adult Education.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning
James Briano, Principal - El Camino High School

DATE: May 7, 2026

RE: ECHS Wrestling Team to participate in the Dual State Championship in Fresno, CA May 15 – 18, 2026

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The purpose of this trip, scheduled for May 15–17, 2026, is for the El Camino High School Boys & Girls Varsity Wrestling Team to participate in the California USA Wrestling Team Dual State Championships, hosted at Selland Arena in Fresno, California. The team will depart on Friday, May 15, 2026, and return on Sunday, May 17, 2026. The trip will be supervised by Head Coach Japheth Aquino, along with chaperones Amber Verdin and Kim Macalino. The group will travel to Fresno via district van.

FISCAL IMPLICATIONS:

The El Camino High School Wrestling Team will cover tournament fees, overnight stipend, and transportation costs associated with the district van. Lodging will be at the Piccadilly Inn Airport Fresno, located at 5115 E. McKinley Avenue, Fresno, CA 93727. No student will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees grant permission for the El Camino High School Boys & Girls Varsity Wrestling Team to travel to Fresno, California, from May 15–17, 2026.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning
Sharimar Balisi Manalang, Principal – SSFHS

DATE: May 7, 2026

RE: Broadway Teachers Workshop Technical Theatre Intensive in July 2026

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Cordelia Driussi is the new drama teacher at South San Francisco High School. She is currently acting as co-director and technical director for the drama club after school, where she is using her former experience with technical theater to train students in sound, lighting, set, props, costumes, and stage management. She incorporates these elements of design and career technology into her drama classes, expanding the drama curriculum beyond acting, improvisation, theater history, and script analysis. Next year, she will be teaching the new Technical Theatre class as well.

The Broadway Teacher's Workshop (BTW) meets every summer in New York City and has many workshops which qualify for professional development and graduate credits. BTW also has special one-day intensives where attendees can build their skills in directing, choreography, music direction, technical theater, and curriculum. Attendance at the one-day technical theater intensive would enhance Ms. Driussi's curriculum across all her classes and in the drama club with new technical theater project ideas designed for teachers, connections with a nationwide network of other technical theater teachers, and enhancing her classroom engagement with students at all levels of technical and theatrical experience.

In order to attend this workshop, she is requesting funding to pay for the registration fee, airfare to NYC, and one night in a capsule hotel so that she can attend the workshop in the morning and then return to California in the evening after the workshop.

FISCAL IMPLICATIONS:

Pending Board approval, Cordelia Driussi will pay for the one-day intensive, airfare, and hotel, seeking reimbursement for an estimated total of $825.

- $275, registration for one-day intensive (discounted rate for BTW session attendees)
- $450, round-trip airfare to NYC
- $100, one night in a capsule hotel in NYC

School site funds will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the request for Cordelia Driussi to attend the Broadway Teacher's Workshop Technical Theatre Intensive in July 2026.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning

DATE: May 7, 2026

RE: 2025 - 2026 Single Plan for Student Achievement (SPSA) for all Sites

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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 2025-26 Site Local Control Accountability Plans (LCAP) serve as the roadmap for school-based planning for the 2025-26 school year, and they have been consolidated into a comprehensive plan that meets the requirements of the Single Plan for Student Achievement (SPSA; E.C. 64001) and the alignment of the site goals to the Local Control Accountability Plan (E.C. 52062). These plans allow school sites to implement the LCAP goals, in addition to state and federal requirements, for programs at schools that serve all students and the specific needs of student groups.

The process of Site LCAP development consists of a thorough analysis of the school's California Dashboard metrics, needs assessment, perception surveys, and evaluation of the previous year's plan. Site teams, which are inclusive of various Educational Partners, use data to establish school-wide goals that are in alignment with the District's LCAP goals. Parents are given the opportunity to provide input at the School Site Council (SSC), the English Learner Advisory Committee (ELAC) meetings, and other engagement opportunities with their leadership teams. Once site goals are established, the school's resources are aligned to optimally support student achievement.

The final step in the process is for the Board of Trustees to approve the site plans. Site SPSA's are considered a "living document" that can be updated and changed throughout the school year as student needs, achievement data, and funding opportunities change. Upon approval by the Board of Education, all 2025-26 Site LCAPs will become public on each school's website and on the District's website.

FISCAL IMPLICATIONS:

Funding for these plans came from Title I, supplemental and concentration, and English Learner supplemental in the District Local Control Funding Formula (LCFF).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 2025-26 Single Plan for Student Achievement (SPSA) for all Sites.

- Buri Buri ES
- Junipero Sera ES
- Los Cerritos ES
- Martin ES
- Monte Verde ES
- Ponderosa ES
- Skyline ES
- Spruce ES
- Sunshine Gardens ES
- Alta Loma MS
- Parkway MS
- Westborough MS
- Baden HS
- El Camino HS
- South San Francisco HS

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

DATE: May 7, 2026

RE: Certificated Assignment Order

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 Education Code section 35035, the Superintendent is seeking the Board's approval of the certificated assignment order as detailed on the attached report.

FISCAL IMPLICATIONS:

Approval of the certificated assignment order list reflects routine staffing actions, including new hires, reassignments, temporary contracts, retirements, and resignations. Any associated costs or savings are included within the District's existing budget and do not result in additional fiscal impact.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the certificated assignment order as submitted.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

Retirement:

Hong, Christine | Teacher at Monte Verde Elementary School Effective 6/02/2026

Certificated Contract

Fleming, Morgan - Probationary Contract at Los Cerritos Elementary School Effective: 7/1/2026 | Salary Placement: A-1
Corkery, Anne - Probationary Contract at Alta Loma Middle School Effective: 7/1/2026 | Salary Placement: B-8
Salomon, David - Probationary Contract at Buri Buri Elementary School Effective 7/1/2026 | Salary Placement: A-1
Christie, Emma - Probationary Contract at Martin Elementary School Effective 7/1/2026 | Salary Placement: A-1
Guzman, Gallant - Probationary Contract at South San Francisco High School Effective 7/1/2026 | Salary Placement: A-1
Gordon, Madison - Probationary Contract at South San Francisco High School Effective 7/1/2026 | Salary Placement: A-4
Green, Megan - Probationary Contract at Skyline Elementary School Effective 7/1/2026 | Salary Placement: A-5
Nishida, Emi - Probationary Contract at Los Cerritos Elementary School Effective 7/1/2026 | Salary Placement: B-1
Mustille, Erin - Probationary Contract at Skyline Elementary School Effective 7/1/2026 | Salary Placement: A-2

Resignation

Selvy, Carolyn - Teacher at Skyline Elementary School Effective 6/2/2026

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

DATE: May 7, 2026

RE: Classified Assignment Order

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 Education Code section 35035, the Superintendent is seeking the Board's approval of the classified assignment order as detailed on the attached report.

FISCAL IMPLICATIONS:

Approval of the classified assignment order list reflects routine staffing actions, including new hires, reassignments, temporary contracts, retirements, and resignations. Any associated costs or savings are included within the District's existing budget and do not result in additional fiscal impact.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the classified assignment order as submitted.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

Employment:

Saromines, Herlene, Nutrition Services Assistant I, South San Francisco High School, 4.5 hours per day | Range 25B, Step 3 | effective: April 13, 2026
Vaughns, Nicole, Nutrition Services Assistant I, El Camino High School, 5 hours per day | Range 25B, Step 3 | effective: April 13, 2026
Sebastian-Golondrina, Maleah, Paraprofessional II - Special Education, Ponderosa Elementary School, 6 hours per day | Range 29B, Step 2 | effective: April 13, 2026
Camara, Mark, Paraprofessional II - Special Education, Ponderosa Elementary School, 6 hours per day | Range 29B, Step 4 | effective: April 7, 2026
Kulinka Anna, Research Analyst, District Office, 7.5 hours per day | Range 44B, Step 4 | effective: April 20, 2026
Moreno, Andrea, Health Services Technician, District Office, 7.5 hours per day | Range 28B, Step 3 | effective: April 8, 2026
Dummitt, Joseph, Categorical Program Specialist, District Office, 7.5 hours per day | Range 50B, Step 3 | effective: April 20, 2026
Lee, Toby, Director of Facilities and Safety, District Office, 7.5 hours per day | Range 21N, Step 6 | effective: April 27, 2026
Donnelly, Ryan, Paraprofessional I - Special Education, Buri Buri Elementary School, 6 hours per day | Range 26B, Step 5 | effective: April 16, 2026
Franco, Jennifer, Paraprofessional II - Special Education, Ponderosa Elementary School, 6 hours per day | Range 29B, Step 2| effective: April 9, 2026
Slechta, Shawna, Paraprofessional II - Special Education, Ponderosa Elementary School, 6 hours per day | Range 29B, Step 4 | effective: April 7, 2026
Fafard, Zigmont, Paraprofessional I - Special Education, Junipero Serra Elementary School, 6 hours per day | Range 26B, Step 2 | effective: April 15, 2026
Obina, Clara, School Support Secretary I, Alta Loma Middle School, 7.5 hours per day | Range 37B, Step 2 | effective: April 15, 2026
Dela Cruz, Jeremy, Warehouse Worker/Delivery Driver, District Office, 8 hours per day | Range 36B, Step 5 | effective: April 27, 2026
Chavez, Kassandra, School Support Secretary I, South San Francisco High School, 7.5 hours per day | Range 37B, Step 5 | effective: April 23, 2026
Araquistain, Sofia, Paraprofessional I - Bilingual, Parkway Heights Middle School, 6 hours per day | Range 25B, Step 1 | effective: April 27, 2026
Arreola Herrera, Ana, District Office Receptionist, District Office, 7.5 hours per day | Range 32B, Step 3 | effective: April 20, 2026
Donnelly, Ryan, Paraprofessional I - Special Education, Buri Buri Elementary School, 6 hours per day | Range 26B, Step 5 | effective: April 16, 2026

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: May 7, 2026

RE: Acceptance of Gifts

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of April 2026.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT – ACCEPTANCE OF GIFTS FOR APRIL 2026.

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

$700 from Christina Bonite to Martin Elementary School in support of the 2026 Outdoor Ed program.

$900 from Haley Engelbart to Martin Elementary School in support of the 2026 Outdoor Ed program.

$1,838.70 from Snap Mobile to El Camino High School in support of the boys' volleyball team.

$9 from BoxTops for Education-General Mills to Ponderosa Elementary School in support of student and school needs.

$240 from American Online Giving Foundation to Alta Loma Middle School in support of academic excellence.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: May 7, 2026

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:

Skyline Elementary School

$1,925	SF Opera Guild - Providing an opera assembly experience for students, including a sing-along classroom performance for grades TK–3 that supports music education. The program is scheduled for May 13–14, 2026.

Sunshine Gardens Elementary School

$15,100	The Write Tools, LLC – Fall and Spring Writing PD sessions for all teachers, focused on strengthening writing instruction through Academic Discourse strategies and consistent writing routines. Commencing September 2026 through May 2027.
$24,665	Music for Minors – Provides standards-based music education for grades TK–4, tailored to each grade level. Commencing September 2026 through May 2027.

$13,900	Soul Shoppe Programs – Providing student assemblies and leadership development programming focused on emotional awareness, positive peer connections, and conflict resolution. Services include four assemblies per year, along with a Peacemaker program that trains student leaders to serve as peer mentors and support conflict resolution on campus. Commencing September 2026 through May 2027.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 7, 2026

RE: New and Updated Board Policies - 1ST Reading/Approval

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 Board Policies have been reviewed by the Board Policies and Board Bylaws Committee and are being added/deleted or updated to keep the District in compliance with Education Code and State laws.

Recommended for adoption:

1. BP 0450 - Comprehensive Safety Plan
2. BP 1312.3 - Uniform Complaint Procedures
3. BP 4030 - Nondiscrimination in Employment
4. BP 4033 - Lactation Accommodation
5. BP 4112.9 - Employee Notifications
6. BP 4219.9 - Employee Notifications
7. BP 4312.9 - Employee Notifications
8. BP 4119.11 - Sexual Harassment
9. BP 4219.11 - Sexual Harassment
10. BP 4319.11 - Sexual Harassment
11. BP 5125.1 - Release of Directory Information
12. BP 5145.3 - Nondiscrimination/Harassment
13. BP 5145.6 - Parent/Guardian Notifications
14. BP 5145.7 - Sexual Harassment
15. BP 5146 - Married/Pregnant/Parenting Students
16. BB 9011 - Disclosure of Confidential/Privileged Information

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees discuss, consider any possible changes, and approve these new and updated Board Policies with the second reading waived.

CURRENT

Policy 0450: Comprehensive Safety Plan **Status:** ADOPTED

Original Adopted Date: 08/17/2017 | **Last Revised Date:** 12/14/2023 | **Last Reviewed Date:** 12/14/2023

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.
The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option

response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 0450: Comprehensive Safety Plan **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for staff and student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan (CSSP) relevant to the needs and resources of that particular school. New school campuses shall develop a CSSP within one year of initiating operations. (Education Code 32281, 32286)

The CSSP shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the school site.

The CSSP(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

As necessary, the Superintendent or designee shall provide CSSP training to all school staff.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a CSSP that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, the Superintendent or designee shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the CSSP that include tactical responses to criminal incidents need not be publicly disclosed.

The Superintendent or designee shall share the CSSPs and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

CURRENT

Policy 1312.3: Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 02/08/2018 | **Last Revised Date:** 11/14/2024 | **Last Reviewed Date:** 11/14/2024

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

    Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)
13. Local control and accountability plan (Education Code 52075)
14. Migrant education (Education Code 54440-54445
15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
16. Student fees (Education Code 49010-49013)
17. Reasonable accommodations to a lactating student (Education Code 222)
18. Regional occupational centers and programs (Education Code 52300-52334.7)
19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
21. State preschool programs (Education Code 8207-8225)
22. State preschool health and safety issues in license-exempt programs (Education Code 8212)
23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
24. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services

   Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education

   (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 Williams Uniform Complaint Procedures. (Education Code 35186)

PROPOSED
FIRST READING

Policy 1312.3: Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500, 52616.18)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)

13. Instructional Materials and Curriculum: Diversity (Education Code 243)

    A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

14. Local control and accountability plan (Education Code 52075)

15. Migrant education (Education Code 54440-54445)

16. Physical education instructional minutes (Education Code 51210, 51222, 51223)

17. Student fees (Education Code 49010-49013)

18. Reasonable accommodations to a lactating student (Education Code 222)

19. Regional occupational centers and programs (Education Code 52300-52334.7)

20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

22. State preschool programs (Education Code 8200-8488, 33315)

23. State preschool health and safety issues in license-exempt programs (Education Code 8212

24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3

25. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

26. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and

regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination, the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity, was subjected to sexual harassment, as defined in 34 CFR 106.30

   Such a complaint shall be addressed through the federal Title IX complaint procedures as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria

funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15580-15584)

7. Any complaint alleging discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (Education Code 35186)

CURRENT

Policy 4030: Nondiscrimination In Employment **Status:** ADOPTED

Original Adopted Date: 02/28/2019 | **Last Revised Date:** 08/15/2024 | **Last Reviewed Date:** 08/15/2024

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
5.
    a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
6.

b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

7.

c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

8.

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision making

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a non-disparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a non-employee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral

records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

PROPOSED
FIRST READING

Policy 4030: Nondiscrimination In Employment **Status:** ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

In addition, unless otherwise provided for in law, the district may not discriminate against an employee in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the person's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation

    b. Religious creed discrimination based on an employee's religious belief, observance, and practice, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

    e. Requiring an employee to disclose information relating to the employee's reproductive health decision-making

    f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator within one workday. All other employees shall report such incidents to their supervisor or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy 4033: Lactation Accommodation **Status:** ADOPTED

Original Adopted Date: 02/27/2025 | **Last Reviewed Date:** 02/27/2025

The Governing Board recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1; 34 CFR 106.57)
To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area, and shall meet the following requirements: (Labor Code 1031; 29 USC 218d; 34 CFR 106.57)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk

2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382

3. Contains a place to sit and a surface to place a breast pump and personal items

4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump

5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

PROPOSED
FIRST READING

Policy 4033: Lactation Accommodation **Status:** ADOPTED

Original Adopted Date: 07/01/2011 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes the immediate and long-term health benefits of breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless there exist limited circumstances, as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area and shall meet the following requirements: (Labor Code 1031; 29 USC 218d)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

CURRENT

Policy 4112.9: Employee Notifications **Status:** ADOPTED

Original Adopted Date: 03/28/2013 | **Last Revised Date:** 10/07/2021 | **Last Reviewed Date:** 10/07/2021

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 4112.9: Employee Notifications **Status:** ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

CURRENT

Policy 4212.9: Employee Notifications **Status:** ADOPTED

Original Adopted Date: 03/28/2013 | **Last Revised Date:** 10/07/2021 | **Last Reviewed Date:** 10/07/2021

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 4212.9: Employee Notifications **Status:** ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

CURRENT

Policy 4312.9: Employee Notifications **Status:** ADOPTED

Original Adopted Date: 03/28/2013 | **Last Revised Date:** 10/07/2021 | **Last Reviewed Date:** 10/07/2021

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 4312.9: Employee Notifications **Status:** ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

CURRENT

Policy 4119.11: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 11/18/2021 | **Last Revised Date:** 09/21/2023 | **Last Reviewed Date:** 09/21/2023

Note: Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996). Whether a complaint of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether the alleged conduct meets the more stringent federal definition of sexual harassment or the state definition. In order to meet the applicable timelines, in some instances it may be necessary to review a complaint under both procedures concurrently. See the accompanying administrative regulation, AR 4030 - Nondiscrimination in Employment, and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Note: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court, outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v.

Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

3. Ensuring prompt, thorough, fair, and equitable investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance Promising Practices for Preventing Harassment and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed

appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 4119.11: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

The Superintendent or designee may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

CURRENT

Policy 4219.11: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 11/18/2021 | **Last Revised Date:** 09/21/2023 | **Last Reviewed Date:** 09/21/2023

Note: Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996). Whether a complaint of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether the alleged conduct meets the more stringent federal definition of sexual harassment or the state definition. In order to meet the applicable timelines, in some instances it may be necessary to review a complaint under both procedures concurrently. See the accompanying administrative regulation, AR 4030 - Nondiscrimination in Employment, and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Note: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court, outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v.

Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

3. Ensuring prompt, thorough, fair, and equitable investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance Promising Practices for Preventing Harassment and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed

appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 4219.11: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

The Superintendent or designee may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

CURRENT

Policy 4319.11: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 11/18/2021 | **Last Revised Date:** 09/21/2023 | **Last Reviewed Date:** 09/21/2023

Note: Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996). Whether a complaint of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether the alleged conduct meets the more stringent federal definition of sexual harassment or the state definition. In order to meet the applicable timelines, in some instances it may be necessary to review a complaint under both procedures concurrently. See the accompanying administrative regulation, AR 4030 - Nondiscrimination in Employment, and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

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The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Note: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court, outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v.

Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

3. Ensuring prompt, thorough, fair, and equitable investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance Promising Practices for Preventing Harassment and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed

appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 4319.11: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 12/01/2015 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s)

The Superintendent or designee may periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and the respondent, as deemed appropriate under the circumstances. (34 CFR 106.30, 106.44)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

CURRENT

Policy 5125.1: Release Of Directory Information **Status:** ADOPTED

Original Adopted Date: 02/24/2016 | **Last Reviewed Date:** 02/24/2016

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 5125.1: Release Of Directory Information **Status:** ADOPTED

Original Adopted Date: 11/01/2001 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with law, Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on a determination of the best interests of district students. (Education Code 49073)

A student's directory information shall only be included in the minutes of the Board's meeting in accordance with Board Bylaw 9324 - Minutes and Recordings.

Colleges and prospective employers, including military recruiters, shall have access to a student's name, address, email address, and telephone number, unless the student's parent/guardian, or the student, if the student is 18 years of age or older, has specified that the information not be released. (10 USC 503, 20 USC 7908)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with law, Board policy, and administrative regulation. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled, provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

CURRENT

Policy 5145.3: Nondiscrimination/Harassment **Status:** ADOPTED

Original Adopted Date: 08/16/2018 | **Last Revised Date:** 11/14/2024 | **Last Reviewed Date:** 11/14/2024

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a nondiscriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's

website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

PROPOSED
FIRST READING

Policy 5145.3: Nondiscrimination/Harassment **Status:** ADOPTED

Original Adopted Date: 10/01/2014 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to district activity or attendance, to acts which occur off campus or outside of district-related or district-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district.

The Board prohibits, at any district school or activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in district programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates, participates, or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a

discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination related to a district activity, attendance, or district-related or district-sponsored activity, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee may engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee may also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

CURRENT

Policy 5145.6: Parent/Guardian Notifications **Status:** ADOPTED

Original Adopted Date: 03/13/2014 | **Last Revised Date:** 09/26/2024 | **Last Reviewed Date:** 09/26/2024

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 4898348984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)
Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.
Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.
When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 5145.6: Parent/Guardian Notifications **Status:** ADOPTED

Original Adopted Date: 03/01/2007 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board desires to promote effective communication from the district and/or school to families to keep families informed regarding educational programs, school operations, and the legal rights of students and parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote familial understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is not required. Any signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format.

When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large font, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

CURRENT

Policy 5145.7: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 04/28/2016 | **Last Revised Date:** 11/18/2021 | **Last Reviewed Date:** 11/18/2021

SEXUAL HARASSMENT

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feels that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through Title IX complaint procedures or uniform complaint procedures, as applicable, and shall offer supportive measures to the complainant

The Superintendent or designee inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or
resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be

taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disiplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

PROPOSED
FIRST READING

Policy 5145.7: Sexual Harassment **Status:** ADOPTED

Original Adopted Date: 03/01/2012 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from discrimination and harassment. The Board prohibits at district or at district-sponsored or district-related activities, sexual harassment, as defined in the accompanying administrative regulation, targeted at any student.

Additionally, the Board prohibits retaliatory behavior or action against any person who reports, files a complaint, testifies about, assists with, or otherwise supports a complainant in alleging sexual harassment, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1, 221.8; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have experienced sexual harassment on district grounds or at a district-sponsored or district-related activity, or off-campus when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sexual harassment by or against a student in a district education program or activity shall report the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures or Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures concurrently meets the requirements of Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of this policy in the manner specified in the accompanying administrative regulation.

The Superintendent or designee shall ensure that all district staff are trained regarding this policy, and that employees required to receive training related to their duties under Title IX receive training as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment. (Government Code 12950.1; 2 CCR 11023, 11024; 34 CFR 106.45)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to the harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of sexual harassment, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon completion of an investigation of sexual harassment, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain records in accordance with law, including in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures, and district policies and regulations, of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

CURRENT

Policy 5146: Married/Pregnant/Parenting Students **Status:** ADOPTED

Original Adopted Date: 06/23/2016 | **Last Revised Date:** 02/27/2025 | **Last Reviewed Date:** 02/27/2025

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, medical conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's current, potential, or past pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual, potential, or past parental, family, or marital status that discriminates against and/or treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)
Any employee who is informed by a student, or a person who has a legal right to act on behalf of a student, of a student's pregnancy or related conditions shall provide that person with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific acts to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity. (34 CFR 106.8)

When notified of a student's pregnancy or related conditions, the Title IX Coordinator shall provide the student, and if applicable the person who has a legal right to act on behalf of the student and who notified the Title IX Coordinator of the student's pregnancy or related conditions, with the district's notice of nondiscrimination, as specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment and Exhibit (1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. The Title IX Coordinator shall also coordinate actions specified in 34 CFR 106.40 to prevent discrimination against, and ensure equal access to, the student, including the following: (34 CFR 106.44)

1. Notifying the student that the district is required to not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions

However, a student's voluntary participation in a separate portion of the district's education program or activity does not constitute prohibited discrimination if the district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. To the extent consistent with 34 CFR 106.40(b)(3), ensuring that pregnancy or related conditions are treated in the same manner and under the same policies as any other temporary medical condition with respect to any medical or hospital benefit, service, plan, or policy the district administers, operates, offers, or participates in with respect to students admitted to the district's education program or activity

3. Informing the student that the district may not require the student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for Title IX discrimination For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

The Superintendent or designee shall not require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the district's education program or activity, including an extracurricular activity, unless the certified level of physical ability is necessary for participation and such certification is required of all students. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28
4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent.

A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A student who is pregnant or parenting, or has a related condition, shall be entitled to parental leave in order to protect the health of the student and/or the infant, and to allow the student to care for and bond with the infant. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider, or, if the district has a leave policy for which the student qualifies, the amount of time provided for in such policy. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015; 34 CFR 106.40)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015; 34 CFR 106.40)
Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)
When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

When necessary, the district shall provide reasonable accommodations to enable a student who is pregnant or parenting, or with related conditions, to access the educational program. The district shall consult with the student when identifying potential modifications. Any modification accepted by the student shall be implemented. Any proposed modification that would fundamentally alter the nature of the district's education program or activity shall not be implemented. (34 CFR 106.40)
Reasonable modifications may include, but are not limited to: (34 CFR 106.40)

1. Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom
2. Intermittent absences to attend medical appointments
3. Access to online or homebound education
4. Changes in schedule or course sequence
5. Extensions of time for coursework and rescheduling of tests and examinations

6. Allowing a student to sit or stand, or carry or keep water nearby
7. Counseling
8. Changes in physical space or supplies, such as access to a larger desk or a footrest
9. Elevator access
10. Any other change to policies, practices, or procedures

A student who is pregnant or who has a related condition shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222; 34 CFR 106.40)

1. Access to a private and secure room, other than a restroom, that is clean, shielded from view, and free from intrusion by others to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of a student's current, potential, or past pregnancy, family, or marital status, district noncompliance with the requirements of Education Code 46015 or 34 CFR 106.40, or district noncompliance with the requirement to provide reasonable accommodations for lactating students, shall be investigated and resolved in accordance with the Title IX grievance procedures as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. (Education Code 222, 46015; 5 CCR 4600- 4670; 34 CFR 106.44, 106.45)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support current, potential, and past married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Policy 5146: Married/Pregnant/Parenting Students **Status:** ADOPTED

Original Adopted Date: 12/01/2013 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's actual or potential pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

In accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications, the Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For district-related purposes, a student under 18 years of age who enters into a valid marriage is an emancipated minor who shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Such rights include, but are not limited to, those related to the verification of student absences as specified in Administrative Regulation 5113 - Absences and Excuses, application for a work permit as specified in Administrative Regulation 5113.2 - Work Permits, and access to student records as specified in Administrative Regulation 5125 - Student Records.

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to students who are pregnant or parenting, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the

student is physically and emotionally able to continue participation in the education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during district-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28
4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Students who are pregnant or parenting may be excused for absences for medical appointments and other purposes specified in Board Policy/Administrative Regulation 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A student who is pregnant or parenting shall be entitled to parental leave as permitted by law. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34 CFR 106.40)

The student, if 18 years of age or older, or the student's educational rights holder shall notify the district of the student's intent to take parental leave, although failure to do so does not abridge any of the rights provided to the student under this policy. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to

complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015)

Upon return to school, a student who is pregnant or parenting shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

When necessary, the district shall provide accommodations to enable a student who is pregnant or parenting to access the educational program.

Additionally, a student who is pregnant, experiences a false pregnancy, or terminates a pregnancy, or who must recover from any of these, shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The district shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of a student's actual or potential pregnancy, marital, or parental status; district noncompliance with the requirements of Education Code 46015; or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, attendance, graduation rate, and/or student feedback on district programs and services.

CURRENT

Bylaw 9011: Disclosure Of Confidential/Privileged Information **Status:** ADOPTED

Original Adopted Date: 11/18/2010 | **Last Reviewed Date:** 11/18/2010

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

The Board shall not take any action against any person for disclosing confidential information, nor shall the disclosure be considered a violation of the law or Board policy, when the person is: (Government Code 54963)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session

2. Expressing an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action

3. Disclosing information that is not confidential

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)

Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities. (Government Code 1098)

PROPOSED
FIRST READING

District Policy Manual
CSBA Policy Management Console

Bylaw 9011: Disclosure Of Confidential/Privileged Information **Status:** ADOPTED

Original Adopted Date: 03/01/1988 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties.

A Board member shall not disclose confidential information to any person, except as authorized by law, this Bylaw or other Board bylaws or policies, or the Board.

Confidential information means any information that is prohibited from disclosure by law, this Bylaw or other Board bylaws or policies, or by the Board at the time disclosed and is not a public record subject to disclosure under the California Public Records Act (CPRA). Confidential information includes, but is not limited to, any of the following:

1. Information acquired by being present in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session (Government Code 54963)
2. Information acquired in anticipation of a closed session, or as follow-up to a closed session, that is specifically related to the basis for the Board to meet lawfully in closed session
3. Information contained in communications provided to Board members from the district's attorney
4. Information deemed confidential by the Board

Confidential information does not include information that is already publicly disclosed, provided that the initial disclosure did not violate law, this Bylaw, or other Board bylaws or policies.

It is a misdemeanor for any Board member to willfully and knowingly use or disclose for pecuniary gain any information acquired in the course of the Board member's official duties where all of the following conditions are met: (Government Code 1098)

1. The information is not a public record subject to disclosure under the CPRA
2. The information is prohibited from disclosure by law, this Bylaw, or other Board bylaws or policies
3. The information will have, or could reasonably be expected to have, a material financial effect on the Board member if used or disclosed

If a Board member threatens to disclose or does disclose confidential information, the Board may pursue or enact one or more of the following actions as it deems appropriate: (Government Code 54963)

1. Injunctive relief to prevent disclosure
2. Referral to the grand jury

3. Censure or other disciplinary action, provided the Board member has received training or been informed of the requirements of this Bylaw

However, the Board shall not take any action against a Board member for disclosing confidential information, nor shall the disclosure be considered a violation of this Bylaw, when the Board member does any of the following: (Government Code 1098, 54963)

1. Makes a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session

2. Expresses an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action

3. Discloses information to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities in accordance with law

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning

DATE: May 07, 2026

RE: Imagine Learning Illustrative Mathematics California Transition and Contract Extension

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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 adopted Illustrative Mathematics as its core mathematics curriculum to ensure access to high-quality instructional materials aligned to grade-level standards. The California Mathematics Framework was released prior to adoption, and the State has now released the approved list of state-adopted mathematics instructional materials, which includes the Illustrative Mathematics California edition.

The District is transitioning from the national version to the California version to ensure full alignment with the California Mathematics Framework and state-adopted materials, while maintaining coherence in instructional practice. This transition also provides an opportunity to align contract timelines across all grade spans.

The proposal reflects favorable state-level negotiations. For Grades K–2, the District can move from the previously approved 7-year license to an 8-year California version license at a lower total cost. For Grades 3–12, the District will transition to the California version at no cost for core contract years, with complimentary teacher editions included. To align all grade spans under a single adoption cycle, the District will extend the Grades 3–12 contract by one additional year at a discounted rate.

Implementation will be phased to ensure responsible use of existing materials. Grades K–5 will implement the California version in the 2026–27 school year. Grades 6–12 will transition in 2027–28 to allow schools to fully utilize remaining student workbooks.

FISCAL IMPLICATIONS:

The proposed transition results in both cost savings and new costs, with an overall net cost to the District.

- Grades K–2: Reduction from $760,469.93 to $613,022.30, resulting in savings of $147,447.63
- Grades 3–12: One-year contract extension cost of $268,120 to align adoption cycles across K–12

Net Fiscal Impact: The combined impact results in a net cost of $120,672.37 to the District.

Funding to support this cost will be provided through the District's Math Adoption Budget.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the transition to the Imagine Learning Illustrative Mathematics California version and the associated contract extension for Grades K–12 in the amount of $120,672.37.

South San Francisco Unified School District
Imagine IM to Imagine IM National Transition

Grades K-2 Options

K-2 Version	Term	Total Cost*
Imagine IM	7 Years	$719,047.80
Imagine IM California	7 Years	$661,643.21
Imagine IM California	8 Years	$613,022.30

*Tax excluded

Grades 3-8 Imagine IM California Transition

- Free California Teacher Editions for Grades 3-12 included in 2026. Value of $39,600.
- No cost for transition to Imagine IM California Student Digital & Print for contract years 2026-2033.

Grades 3-8 Year 9 Add-on (2033-2034)

Grades 3-12 Version	Term	Purchase Year	Total Cost*
Imagine IM	1 Year	2033	$349,897
Imagine IM California**	1 Year	2026	$268,120

*Tax excluded
**Includes additional discounts with contract for Grades K-2 8-Year Contract

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning

DATE: May 07, 2026

RE: Proposal with UnboundEd to Support Illustrative Mathematics Implementation (2026–27)

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 is in Year 1 of implementing the Illustrative Mathematics (IM) curriculum in grades 3–12 and has partnered with UnboundEd to build the systems, leadership capacity, and instructional practices needed for strong curriculum implementation. This initial work established a foundation for data-driven improvement cycles, instructional learning walks, and aligned professional learning for leaders.

The proposed 2026–27 partnership represents Year 2 of this work and is focused on strengthening and scaling implementation. This includes deepening implementation in grades 3–12 while supporting the launch of IM in grades K–2. UnboundEd will continue to support the District through strategic planning, leader professional learning, and implementation assessment, including three rounds of instructional walkthroughs and ongoing improvement cycles.

This continued partnership is critical to ensure coherence across grade levels, strengthen instructional leadership, and sustain high-quality implementation as the District expands toward a fully aligned K–12 system.

FISCAL IMPLICATIONS:

The total cost for the 2026–27 UnboundEd partnership is $214,000.

Funding will be supported through a combination of the District's Math Adoption budget and Genentech partnership funding, allowing the District to sustain implementation support while leveraging external resources.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the proposal with UnboundEd to support the continued implementation of Illustrative Mathematics during the 2026–27 school year in the amount of $214,000.

Curriculum Implementation Proposal

Client: South San Francisco Unified School District

Service Term: July 1, 2026 - June 30, 2027

Proposal Date: April 15, 2026

Context

South San Francisco Unified School District (SSFUSD) serves approximately 7,800 students in the Greater San Francisco Bay Area. During the 2025-2026 school year, the district began implementing the Imagine IM mathematics curriculum in grades 3-12. It has made substantial progress in developing leaders' and teachers' capacity to use the curriculum. During the next school year, the district will implement Imagine IM in grades K-2 and continue to strengthen implementation in grades 3-12. This proposal describes a set of services for the 2026-2027 school year to build on SSFUSD's progress and work toward a new, ambitious set of annual implementation goals.

Curriculum Implementation with UnboundEd

Comprehensive Assistance for Leaders

UnboundEd's curriculum implementation services help leaders leverage their high-quality curriculum to achieve consistently better instruction and better outcomes. Our model involves three layers of assistance:

Strategic Planning and Execution

Successful curriculum implementation requires comprehensive planning and intentional execution. We work with your team to craft a vision, goals, and an implementation plan focused on the essential ingredients. Then we help you achieve your goals through data-driven improvement cycles.

Leader Learning

Leaders are the key to a successful curriculum implementation. We give leaders the knowledge and skills they need to become more effective instructional leaders.

Implementation Assessment

Curriculum implementation requires the right data to move forward over time. We deploy tools and techniques to give you the information you need.



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Change Management by Design

UnboundEd's curriculum implementation model is a structured, three-year approach built on change management principles.

Year 1: Develop

Year 1 focuses on launching implementation with purpose and standing up the systems needed for long-term success. By the end of the year, leaders at all levels embrace curriculum implementation as a lever for instructional improvement and have begun adjusting their systems and practices in response.

Year 2: Strengthen

Year 2 focuses on refining systems and consistently using practices for leading curriculum implementation. By the end of the year, leaders have thoroughly engaged in new systems and practices and can clearly see the results throughout their buildings.

Year 3: Sustain

Year 3 focuses on sustaining the conditions for success. District leaders take the lead during planning and improvement cycles. By the end of the year, new systems and practices have become part of the district's standard structures and culture.

Proven Impact

UnboundEd's curriculum implementation model has demonstrated clear and measurable success in helping districts build sustainable systems for high-quality curriculum implementation. A multi-year study of our work with two districts showed marked improvements in leadership capacity, instructional coherence, and the ability to use data to guide instructional improvement.[1]

References

We have helped districts around the country achieve success in curriculum implementation. References are available upon request.

[1] Read more at https://unbounded.org/story/effective-implementation-cohort-grant-years-one-and-two-initial-report/

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Proposal

To meet SSFUSD's needs, we propose three components starting in July 2026 and extending through June 2027.

Component 1: Strategic Planning and Execution of Year 2 Imagine IM Implementation

Before the school year begins, we will assist in planning operational systems for implementation. Then, over the course of the year, we will facilitate three data-driven improvement cycles based on your goals.

Outcomes you can expect:

- Implementation plans for Year 2, including scheduling guidance, professional learning calendar, pacing guidance, communications plan, and assessment plan aligned to Imagine IM
- Measurable goals and progress measures for Year 2 Imagine IM implementation
- Achieved implementation goals by June 2027, driven by 3 improvement cycles during the year

Services we will deliver:

- 20 virtual hours of data-driven improvement cycle meetings with your mathematics implementation team (approximately 1.5 hours/month)
- 30 virtual hours of virtual check-ins with your team leads for coordination and consulting (approximately 2 hours/month)
- As-needed assistance from a dedicated UnboundEd advisor

Component 2: Leader Learning

We will lead professional learning sessions for leaders to enhance their ability to lead and manage instruction. (Note: These outcomes and topics below are tentative and may change based on the needs of your instructional leaders.)

Outcomes you can expect:

- Improved ability to apply change management models and strategies to improve instruction
- Improved ability to set up and monitor teacher learning and planning cycles
- Improved ability to observe and coach teachers on Imagine IM lesson delivery
- Improved ability to gather, analyze, and act on data to improve instruction

Services we deliver:

- 4 in-person professional learning sessions (4 hours each) focused on important instructional leadership skills, followed by afternoon data dive sessions (2 hours each)
    1. Focus: Change Management with Curriculum Implementation
    2. Focus: Leading Learning and Planning
    3. Focus: Instructional Coaching
    4. Focus: Using Data to Improve Instruction

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Component 3: Implementation Assessment

To monitor progress toward your goals, we will lead instructional walkthroughs and administer surveys using implementation-specific tools.

Outcomes you can expect:

- Curriculum use and instructional quality data from 3 rounds of walkthroughs
- Teacher belief and feedback data from beginning-of-year and end-of-year surveys

Services we deliver:

- 3 facilitated instructional walkthrough days with embedded practice of instructional leadership strategies and data-driven action planning for leaders
    - Full day at each elementary school (27 days total)
    - Half-day at each secondary school (9 days total)
- 2 survey administrations (beginning-of-year and end-of-year) to solicit teacher beliefs and feedback

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Pricing

Service	Price
Component 1: Strategic Planning and Execution of Year 2 Imagine IM Implementation ● 50 virtual hours ● As-needed assistance	$30,000
Component 2: Leader Learning ● 4 professional learning and data dive sessions	$18,400
Component 3: Implementation Assessment ● 3 walkthrough rounds ○ 27 days total (elementary schools) ○ 9 days total (secondary schools) ● 2 survey administrations	$165,600
Total Price	**$214,000**

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning
Sabrina Yacoub, Director of Special Education & Pupil Personnel

DATE: May 7, 2026

RE: Approval to Reallocate Approved Funds Among Transportation Agencies

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

On June 26, board approved transportation service contracts and had projected as such for disbursement of funds towards each contract:

PROJECTED VENDOR DISTRIBUTION – 2025–2026			
Agency	**Expected # of students transported based on 88% rate of those who participate or 205 of 233 eligible students**	**Expected Cost**	**Maximum Cost if all 233 participate**
EverDriven	105 Elementary School Students or 45.2% of all eligible students	$1,066,900	$1,165,926
Adroit	85 Middle School, High School and NPS Students or 36.6% of all eligible students	$612,900	$669,787
First Student	39 Baden Campus students & NPS or 16.8% of all eligible students	$590,200	$644,981
Green Cab	3 students or 1.4% of all eligible students	$130,000	$130,000
	Total	**$2,400,000**	**$2,610,694**

Based on changes with agencies since this approval, we are seeking to shift allocations to as such.

Established VENDOR DISTRIBUTION – 2025–2026			
Agency	**Maximum Cost if all 233 participate**	**Proposed Change +/-**	**NEW Maximum Cost if all 233 participate**
EverDriven	$1,165,926	- $100,000	$1,065,926
Adroit	$669,787	- $300,000	$369,787
First Student	$644,981	+ $150,000	$794,981
Green Cab	$130,000	+ $66,000	$196,000
Total	**$2,610,694**	**$184,000**	**$2,426,694**

FISCAL IMPLICATIONS:

There are no fiscal implications.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve these shifts in allocation and cost.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning

DATE: May 7, 2026

RE: Approval of Memorandum of Understanding with SMCOE for Participation in the K12 Strong Workforce Program – Round 8

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 (SSFUSD), in partnership with the San Mateo County Office of Education, has been awarded funding through the K12 Strong Workforce Program (SWP) Round 8. The joint initiative, titled “Mind Your Business San Mateo: New Entrepreneurship/Business Pathways @ SMCOE/SSFUSD,” aims to expand and align middle school Career Technical Education (CTE) experiences with middle and high school pathways.

Exhibit A of the Memorandum of Understanding outlines the scope of work and use of grant funds, while Exhibit C identifies the partner agencies supporting implementation of the grant deliverables.

The program is designed to replicate successful components over a two-year cycle (2026–2028) and to increase access to high-quality CTE programming for historically underrepresented students and special populations.

FISCAL IMPLICATIONS:

The total grant amount awarded to SSFUSD through the K12 SWP Round 8 is **$493,471**. This funding will fully cover costs for staffing, curriculum materials, equipment, field trip transportation, and program coordination. There is no fiscal impact to the district.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with SMCOE to participate in the K12 Strong Workforce Program (Round 8) initiative, effective January 1, 2026, through June 30, 2028.

AGREEMENT BETWEEN
SAN MATEO COUNTY OFFICE OF EDUCATION
AND
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR K12 STRONG WORKFORCE PROGRAM
MIND YOUR BUSINESS SAN MATEO:
NEW ENTREPRENEURSHIP/BUSINESS PATHWAYS @ SMCOE/SSFUSD

This agreement, dated **April 22, 2026,** is entered into between San Mateo County Office of Education ("SMCOE") and **SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT** ("District"), collectively referred to as "Parties" and individually as "Party."

1. RECITALS

WHEREAS, SMCOE has received a K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") grant from the Bay Area Community College Consortium (hereinafter referred to as "Regional Consortium") and is responsible for distributing funds to each district within the San Mateo County K12 SWP consortium, following certification by the District Signing Authority; and

WHEREAS, SMCOE is authorized to receive funding from K12 SWP, as appropriated under Education Code § 88827, to create, support, and/or expand high-quality career technical education programs at the K12 level; and

WHEREAS, the District enters into this Agreement to set the terms and conditions for its K12 SWP award of , and to be accountable for all deliverables identified in Exhibit A: Application and Scope of Work; and

NOW, THEREFORE, in exchange for the covenants set forth below, the Parties agree as follow:

2. AWARD AMOUNT

The total amount awarded to the District pursuant to this Agreement is $**493,471** and payment to the District shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved as identified in Exhibit B: Budget.

District certifies that grant funds received and the matching funds contributed by the District and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on January 1, 2026 and shall expire on June 30, 2028, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

4. SCOPE OF WORK

District shall carry out the activities and achieve the performance outcomes as presented in the application and attached as Exhibit A: Application and Scope of Work. In alignment with these performance outcomes, deliverables and activities within the scope of work may be modified by mutual agreement of the parties.

5. MODIFICATIONS
District may request modifications to the work to be performed. All such requests must be submitted in writing to the SMCOE Associate Superintendent, Education Services, prior to the modifications being made. The Associate Superintendent may require that a Grant Amendment be processed, if the Regional Consortium determines that a change would materially affect the project outcomes as described in Exhibit A, the terms of this Agreement or the terms included in the K12 SWP RFA — Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFA.baccc.net.

District may make changes to any budget category amounts up to 10% of the total award amount per line item as listed in Exhibit B: Budget without SMCOE approval so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. District may add or delete budget categories subject to the prior approval of the SMCOE, which may have to get approval from the Regional Consortium.

Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement and/or outcomes of the Agreement is materially affected. The process for requesting and approving amendments are determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

6. INVOICING AND PAYMENT
Advance payment of 70% of the total amount of this Agreement will be paid within 45 days following full execution of the Agreement. District may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement once BACCC has confirmed that actual expenditures and NOVA reported expenditures equal 100% of the total grant funds.

All requests for reimbursement must be submitted as invoices on the form provided by the SMCOE that are supported by financial detail reports that itemize costs. The SMCOE may request back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by the SMCOE of any reports due on or before the date of the submitted invoice. In the event of early termination of this Agreement, District shall be reimbursed for all work satisfactorily performed and invoiced through the date of termination.

District agrees to provide biannual invoices for all performance under this Agreement between January 1, 2026 and June 30, 2028. Please use attached K12 Strong Workforce Program Expenditure Report when reporting biannual expenditures.

The District is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFA.baccc.net) and as indicated in Exhibit B: Budget. Documentation of the required match will be provided to the SMCOE in the manner and on the schedule posted on the BACCC K12 SWP website, k12swp.baccc.net.

7. REPORTING
K12 SWP funding is project based with project submissions and reporting expenditures in NOVA. The District agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, k12swp.baccc.net. District will be provided 25 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the SMCOE at other times.

District shall prepare and submit outcomes data as required by Education Code §88828 (d) (8). District shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and the California Community College Chancellor's Office for information sharing on K12 data by November 1 immediately following the fiscal year for which data are being reported.

District shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2025-26, submit all end-of-year data files, as applicable and required by K12 SWP leadership, into the Cal-PASS Plus system; and notify the SMCOE that the data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

The District is responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.

The District shall obtain approval from the SMCOE for additions or deletions to the subgrantees named in Exhibit A: Application and Scope of Work or for changes in the amount of funds awarded in Exhibit B: Budget.

The District is to be fully responsible to the Regional Consortium for the acts and omissions of its subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the District. The District's obligation to pay its subgrantees and subcontractors is independent from the obligations of the SMCOE to make payments to the District. As a result, the SMCOE shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Education Code Section 14502.1.

District must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in Exhibit A: Application and Scope of Work.

District shall maintain and make available expenditure data on career technical education programs for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFA.baccc.net) have been met.

Parties agree that the SMCOE, the Regional Consortium, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. District agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. District agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, District agrees to include a similar right of the SMCOE, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION
Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents. District will be liable for and will repay to the SMCOE any amounts in excess of the amount owed by the SMCOE at the time the Agreement is terminated. The amount to be repaid by the District shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

11. DISPUTES
All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Regional Consortium or the California Community College Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute. If the Parties do not agree as to the dispute resolution entity, the SMCOE will solely select one and such selection will be binding on the District. In such a case, the decision of the SMCOE-selected dispute resolution entity shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the District. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the SMCOE receives from District a written request to appeal said decision. Pending final decision of the appeal, District shall act in accordance with the written decision of the SMCOE or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

12. INDEMNIFICATION
Each Party will defend, indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents. In the event of concurrent negligence of the District, its officers, officials, agents or employees, and the SMCOE, its officers, officials, agents or employees, then the liability for any and all claims, suits or actions of every name, kind and description arising out of this Agreement shall be apportioned between the Parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

13. INDEPENDENT CONTRACTORS
For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

The District, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the SMCOE. The District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the SMCOE, and are not entitled to benefits of any kind or nature normally provided to employees of the SMCOE and/or to which the SMCOE's employees are normally entitled, including, but not limited to. State Unemployment Compensation or Workers' Compensation. The District assumes full responsibility for its acts and/or liabilities including those of its

employees or agents as they relate to the services provided under this Agreement. The District shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the District's employees. The SMCOE will not withhold taxes, unemployment insurance or social security for the District's employees or independent subcontractors. The District agrees to indemnify and hold the SMCOE harmless from and against any and all liability arising from any failure of the District to withhold or pay any applicable tax, unemployment insurance or social security when due.

14. ASSURANCES

By signing this Agreement, the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§ 88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA (k12swpRFA.baccc.net) and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

- https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce

By signing this Agreement, the District certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

15. FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the District's award amount includes all applicable Federal, State, and local taxes and duties, and therefore. District shall be responsible for paying all such costs.

16. EQUAL OPPORTUNITY/NON-DISCRIMINATION

A. During the performance of this Agreement, District shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. District shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

B. District shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. District shall also comply with the provisions of Government Code §§11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, tide 5, §§59300 et seq.).

17. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

18. WAIVER

Any waiver by SMCOE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the SMCOE to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the SMCOE from enforcing the terms of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in San Mateo County, State of California. District shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

20. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

21. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

1. Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website.
2. The Agreement
3. K12 Strong Workforce Program RFA (k12swpRFA.net)
4. Exhibit A: Application and Scope of Work
5. Exhibit B: Budget

22. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between District and the SMCOE, and are binding upon the Parties without any further action by the Parties.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
Kevin Bultema, Deputy Superintendent

Date: _____

SMCOE Contact:

Kris Shouse
Associate Superintendent,
Educational Services Division
kshouse@smcoe.org

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent or Designee

Date: _____

District Contact:

Jennifer Rockett
CTE Coordinator
jrockett@ssfusd.net

Exhibit A: Application and Scope of Work

Funds Overview for Entire K12 SWP San Mateo County Grant:

Grant Amount	$944,556	2:1 Match
Financial Contribution (Cash Match)	$1,889,112	100%
Indirect (4%)	$36,329	

1000 Instructional Salaries	2000 Non-Instructional Salaries	3000 Employee Benefits	4000 Supplies and Materials	5000 Other Operating Expenses and Services	6000 Capital Outlay	7000 Indirect Costs (4%)	Totals
$144,000.00	$0.00	$26,800.00	$107,756.00	$500,671.00	$129,000.00	$36,329.00	$944,556.00

Exhibit A: Scope of Work

Modernize CTE Curriculum & Instruction	• Review and update CTE courses to integrate entrepreneurial mindset, ensuring alignment with current industry standards and student needs • Integrate entrepreneurship and emerging technologies • Provide professional development for students and teachers on entrepreneurship, AI applications, and industry-specific innovation
Expand student access to career-connected learning & promote CTE pathways and student engagement	• Facilitate participation in Small Business Administration (SBA) Business Plan programs, including curriculum, mentorship, and coaching • Support student enterprise development, internships, and applied business experiences, including mobile or on-site learning models • Support outreach, student ambassador programs, and recruitment efforts to increase participation and awareness • Facilitate events such as CTE Expos, workshops, and pathway awareness activities
Strengthen dual enrollment pathways	• Develop and implement pacing guides, templates, and coaching to ensure fidelity and alignment across all pathways
Enhance work-based learning (WBL) systems	• Support implementation of ePortfolios, student licensing, and digital responsibility practices to document and validate student learning • Integrate entrepreneurial PBL and WBL strategies across CTE programs and classrooms
Build college and career readiness skills	• Deliver targeted training in resumes, cover letters, personal branding, technical skills, and career self-assessment
Integrate industry certifications and portfolio-based assessment	• Aligning coursework with industry certifications and embed ePortfolio development across pathways
Ensure compliance and alignment with Perkins V and CLNA	• Provide advisory support, program alignment, and student showcase opportunities tied to federal and state requirements
Expand and support qualified CTE Educators	• Offer credentialing guidance, externships, and coaching to build teacher capacity and expand pathway offerings
Support strategic program planning and implementation	• Assist with course design, academic calendars, and cross-pathway initiatives to strengthen program coherence
Utilize data for continuous improvement	• Collect and analyze student, teacher, and program data to inform decision-making and measure impact
Strengthen industry partnerships and workforce alignment	• Expand job shadowing, fieldwork, and partnerships with local industry to enhance real-world relevance
Align middle school through high school pathways	• Support vertical articulation, credentialing pathways, and early exposure to CTE opportunities

Exhibit B:
Budget by Grant Cycle:

Agency	2025-2026	2026-2027	2027-2028	Total
South San Francisco Unified School District	$0.00	$251,735	$241,736	$493,471
SMCOE Court & Community Schools	$0.00	$211,000	$83,756	$294,756
San Mateo County Office of Education	$0.00	$78,164	$78,165	$156,329
			Total Grant Amount	**$944,556**

SSFUSD

Object Code	*Year 1 Jan-June 2026*	*Year 2 2026-2027*	*Year 3 2027-2028*	*Totals*	*Budget Expenditure Descriptions*
1000 -Certificated Salaries		$ 52,000.00	$ 52,000.00	$ 104,000.00	Educating for careers attendance subs, CTE Coordinator New Project .2/ Advisory, WBL/ fieldwork support, Release time for subs for increased student/ teacher PD. 2x .2 Summer CTWEE pilot
2000 - Classified Salaries				$ -	
3000 - Employee Benefits		$ 10,400.00	$ 10,400.00	$ 20,800.00	Benefits for Summer CTWEE teacher and CTE Coordinator for R8 Initatives
4000 - Books and Supplies		$ 35,000.00	$ 30,000.00	$ 65,000.00	PD Materials, Industry Cert for Student Ent. Retail displays, 3D Machines, Cricuit, Poster Printer, Heat Press, Hat Press, 3 Design Computers for Classroom, Student Enterprise POS System, WBL Fieldwork Materials Entrepreneurship/ Business managment industry certificaton integration CANVA
5000 - Services and Other Expenditures		$ 147,335.00	$ 147,336.00	$ 294,671.00	South San Francisco Electrical and Student Enterprise facilities support, Advisory and WBL student transportation, PD Space Rental for Students and Teachers. CEdAd to provide regional advisory support, CTE teacher coaching, and workforce development through pathway expansion, externships, and business partnerships. Services include coordination of work-based learning, student and staff professional development (including AI integration), curriculum updates aligned to industry standards, and management of ePortfolios. CEdAd will also support entrepreneurship programs through competitions, prototyping resources, and student business initiatives.
6000- Capital Outlay	$0.00	$7,000.00	$2,000.00	$9,000.00	16000 Student Enterprise Buildout Trailer for South San Francisco HS CTE Student Enterprise run by Entrepreneurship/ Small Business / CTE Pathway teacher Class SSFUSD
7000 - Indirect Costs (6.%)				$0.00	
Total Budget		**$251,735.00**	**$241,736.00**	**$493,471.00**	

Exhibit C:

SSFUSD is coordinating with Collaborative Ed to plan and execute their deliverables. This exhibit is specific to SSFUSD implementation of actions indicated in grant proposal which received funding

CollaborativeEdAdvisors@gmail.com
www.collaborativeeducationadvisors.com
Office: 510-462-2659

CEdAd
COLLABORATIVE EDUCATION ADVISORS™

South San Francisco Unified School District
398 B Street | South San Francisco, CA | 94080-4423
CC: San Mateo County Office of Education (SMCOE)
RE: K12SWP R8

4/15/26

Dear Jennifer,

Attached please find the **25-26 through 27-28**, 2.5-year Scope of Work (SOW) for Collaborative Education Advisors' (CEdA) team of dedicated team to support South San Francisco Unified School District's (SSFUSD) goals, initiatives, districts, programs, staff and students specifically with the K12 SWP R8 initiatives, written in partnership with the San Mateo County Office of Education Alt Ed and Incarcerated programs and supporting the work plan for CTE services and initiatives to support the metrics and goals of the aforementioned K12SWP R8 grant, grand jury report initiatives, and strategic growth and support of program in both districts as outlined by the R8 workplan and budget.

This emphasizes the discussed services that will be explored and/ or implemented based on the K12SWP R8 timeline for the project beginning during the 25-2026 academic year and continuing through the 2027-28 academic year, as determined by shareholders and administration per the strategic planning component. This is a 2.5-year scope of work, establishing SSFUSD as priority clients, per need and funding and KPI workplan goals.

A. Budget Code 5000 Services and Operating Expenses:

- ☐ Strat 1 (C&I): Consulting/ coaching for 50% of all SSFUSD CTE courses over 4 years old will be reviewed and re-written integrating entrepreneur mindset
  - ☐ PD for students/ teachers including AI integration entrepreneurship opportunities in each industry sector
  - ☐ Pathway access to participate in the regional SBA Business plans, associated SBA curriculum PD and push in class mentors, Small Business Administration Business Plan curriculum templates and coaching for students, teachers and annual judges
  - ☐ Prepare Dual Enrollment pacing guide fidelity support for all pathways, templates and coaching
- ☐ Strat 4 (WBL):ePortfolio management and administration, student licensing, student audit for digital responsibility.
  - ☐ Student and teacher Professional development
  - ☐ 1:1 Course integration of ePortfolios
  - ☐ pacing guide integration of industry certifications

- ☐ ePortfolio Alt Forms of Leadership, course and dual enrollment fidelity.
- ☐ Strat 1 (C&I)Student and teacher PD's, and associated CTE Std. aligned curriculum ePortfolio student off-site summit coordination and mentorship.
  - ☐ WBL Pd's may include:
    - ☐ AI For Cover Letters
    - ☐ Resumes that are ATS compatible
    - ☐ Personal Branding
    - ☐ Showcasing Tech Skills across industry sectors
    - ☐ Self Aptitude assessments in professional workplaces
  - ☐ The team will provide both digital content, Zoom in instructional training, push-in and offsite coordinated PD to support these components of business communications.
- ☐ Strat 4 (WBL): Advisory support with student showcases & Perkins V & CLNA alignment, Alt Forms of Leadership content artifact
- ☐ Strat 1 (C&I)NEW CTE Pre-qualification & clear credential coaching for associated industry Designated Subject Credentials to expand existing pathways based on student enrollment, and to fill new Business/ Entrepreneurship pathway positions; Externships for potential CTE instructors to expand knowledge.
- ☐ Strat 1 (C&I) Support/ recommendations for CTE Student Enterprise Buildout and/or mobile trailer for CTWEE Work Experience on-site Biz/ Ent internships
- ☐ Strat 1 (C&I) MS/ HS CTE classroom update analysis and recommendations to integrate more entrepreneurial PBL/ WBL across programs.
- ☐ Strat 1 (C&I) PBL as needed; Course design/ Calendar Strategic Plan integrating Entrepreneurship across pathways that could include:
  - ☐ Winter CTE Sale
  - ☐ CTE Selling Love:Valentine's Day / ASB Sale
- ☐ Strat 1 (C&I)/ Strat 4 (WBL): Collection and evaluation of data Post Student and Teacher PD/ WBL Days, CC visits,& Masterclasses to capture student voice
- ☐ Strat 1 (C&I) Support CTE WORKS! Mission to continue to market CTE through HS Pathway ambassador roles and responsibilities for recruitment and showcasing of the new and existing pathways, train ambassadors as needed to complete site CTE Leadership community service project, Winter CTE Sale and other potential cross-pathway programming work including MS at Industry Innovation Days, CC Visits and CTE Expos.
- ☐ Strat 4 (WBL): Support expansion of aligned Industry Partner/Job Shadow Entrepreneurial fieldwork. Provide recommendations and support fieldwork standard alignment and planning for new Entrepreneurial pathway, and integration and exposure to business ownership in Bay Area across all pathways.
- ☐ Strat 1.(C&I) Designated subject credentialing analysis and coaching for new MS/ HS CTE teachers to **expand opportunities** and DSC credentialed teachers, New CTE teacher externship training during masterclasses as needed. Include Entrepreneurial Mindset / freelance industry aligned lessons across all pathways.

- ☐ Strat 1.(C&I)/ Strat 4 (WBL):Coordinate Annual Business Plan Competition participation in the SMCOE Regional Foundation4innovation Industry Ideas and Innovation Business Plan Competition.
- ☐ CTE Expo facilitation, workshops and coordination to expose teachers HS and MS students to pathways and CTE 101 available as they matriculate to district High School of choice. Support the SSFUSD CTE POG and college and career readiness by clear integration of the entrepreneurial mindset showcased across all pathways at some level.

25-26 through 27-28 K12SWP R8 Scope of Work

The highly skilled and dedicated team of educational and technology professionals at Collaborative Education Advisors (CEdAd) as noted above, with both SSFUSD-CTE as well as with the San Mateo County Office of Education for these partnered initiatives. This quote is based on a multi-tiered relationship with SSFUSD-CTE and SMCOE staff and students and prior discovery around the work plan needs and strategic plans for CTE in the upcoming years. This quote is phased in nature per outlined needs, initial and ongoing need and budget constraints and an ongoing satisfactory performance in prior years with the CEdA team.

Note, we have continued to discount **our hourly quote a professional consideration for previous/ existing work in other areas of the educational landscape, of -$50.00 per hour of our current $250.00 per hour rate)**

R8 K12SWP SOW Cost: 25-26 through 27-28 $276,000

Total Cost for implementing Y1/ Y2 /Y3 K12SWP R8 Work.
Invoice and payment timeline will be:

Invoice 1 Deposit $40,000.00 Due upon contract signing (Attached)
Invoice 2 Due September 1, 2026 $40,000
Invoice 3 Due December 1, 2026 $25,000
Invoice 4 Due March 1, 2027, $30,000
Invoice 5 Due May 1, 2027 $40,000
Invoice 6 August 1, 2027 $30,000
Invoice 7 December 1, 2027 $25,000
Invoice 8 March 1, 2028 $25,000
Invoice 9 May 1, 2028 $21,000
Total: $276,000*

***Pricing Disclaimer:** Each SOW is treated as a stand-alone section. If an agreement is made to consolidate multiple phases/ years in an "All In" format, there are efficiencies in pricing that could be generated, and can be discussed at a later time upon SSFUSD's signed agreement.*



Any hours above this estimate will be communicated in writing prior to billing. Addendums for additional hours, need dependent will be created on this existing pricing, unless otherwise discussed/ quoted.

Included Fees/ Timeline

- Our standard hourly rate for public schools in this depth of consultation and direct programming is $250/hr at an estimated, for this work timeframe. As a professional consideration our 20% discounted rate of $200/ hr is locked-in for 3 years until 2028, based on professional courtesy. Any additional SOW's in or around similar work will be billed at the same rate during this time period.
- Hours noted include development, in person and remote work 1:1-3:1+ direct instruction and development staff ratio dependent on content area, research, background, and status/ needs of courses/ project needs.
- Fees includes preparation, digital and in-person meetings, student direct instruction as well as travel time and lodging expenses and all CEdA staffing expenses, liability coverage and benefits.
- Will provide continuous work upon signed SOW, and identify priorities and benchmarks.
- Any materials or resources approved for purchase will be reimbursed with approval, outside of this contract for prototyping, professional development or other needs to support the success of the KPI of the K12SWP R8 workplan.
- Due to the nature and timeline of this SOW, billing will be NET 15. **A deposit of $40,000.00** is required and initial hours and equipment/ materials purchasing and custom program development will be billed against this deposit.

CollaborativeEdAdvisors@gmail.com
www.collaborativeeducationadvisors.com
Office: 510-462-2659

About Collaborative Education Advisors

The team of Subject Matter Experts, Teacher-prenerus and Ed Tech Ui// Ux experts creates and leads transformative experiences where individuals, teams and professional learning communities can envision a better future and activate positive change in their schools and their own practices. Our staff comes from a plethora of experience in creating engaging educational change for teachers, students, districts and regions.

Our approach draws on existing educational team, facility, and community strengths, and connects social assets to research validated practice and data. Through the collaborative process, this team creates and implements engaging curriculum development and training, targeted instructional coaching, instructional facility design and reshaping facilities and practices for pluralistic utilization, rigor & positive change. This dedicated team has over 60 years of combined experience in formal K-16 education and community training, facilitating, and consulting services, and digital and event expositions of learning. At Collaborative Education Advisors, our mission is through the collaborative process, to support County Offices, Districts, Schools and Teachers as well as community shareholders and businesses to increase opportunities for children, youth, marginalized adults and their families to succeed and thrive, and for our client organizations, meet and exceed their KPI goals.

This multifaceted team has designed camps, urban and rural public, private, charter and specialized schools, and community-based organizations including labs, makerspaces, learning areas, technology and multimedia spaces, training and presentation areas. They have extensive experience with CTE industry specific facilities sourcing, curriculum and instructional coaching. They create content and outfit STEAM shared spaces, maker spaces, sustainable gardening,culinary, math and instructional art gardens and effective school learning labs. Their deep breadth of the team's experience in project-based learning, educational technology CTE, NGSS and Common Core standards as well as their dedication to the growth mindset and ongoing transparent collaboration allow them to produce engaging, aligned and relevant subject-matter alignment and processes that support growth and success. Simply put, they are dedicated to clear and industry/ standards-relevant content, supported and successful teachers, and successful and engaged students.

CEO Dawn Fregosa is an advocate, teacher, student, facilitator and an instructional voice. She was recognized in 2020 as the NFTE Global Entrepreneurial Educator of the year, and in 2016 as a Microsoft Hero in Education. She's sought after as a keynote and PD presenter across the US and China. In her 25+ years in the field of formal and informal STEAM and core education and youth development, Dawn has served as a Program Director, CEO, Instructional Leader, Digital Designer, Facility Director, National Trainer, Treasurer, Advisory Board Member and Curriculum / Instructional Designer. Dawn holds a BA in Communications Management, an MBA and certification/ credentials in Biology, ELA, Marketing, Sales and Service, Business Finance and, and holds a certificate from Stanford in Design Thinking.

Please forward purchase order data to me as soon as it is approved through your accounting process for monthly invoices. If you have any questions, please contact us at Cell: 408-623-6016 or Office: 510-462-2659. We look forward to hearing from you soon.

Warm Regards,

Dawn Fregosa – CEO

CollaborativeEdAdvisors@gmail.com
www.collaborativeeducationadvisors.com
Office: 510-462-2659

Scope of Work – 2026-2028 K12SWP R8

This is an agreement between SSFUSD and representatives and Collaborative Education Advisors CEdA (Fregosa Ventures Inc), the customer and the contracting corporation providing the work. Signatures of representatives signify that all parties as noted above and in the signature area below, agreed to the terms of the

SOW prior to moving forward to deliverables and work beginning. Additional project hours and needs outside this scope of work will be added as an addendum as needed.

Collaborative Education Advisors CEdAd (Fregosa Ventures, Inc.)
Dawn Fregosa-CEO
1220 Begier Ave San Leandro, CA 94577
Cell: 408-623-6016 Office: 510-462-2659
CollaborativeEdAdvisors@gmail.com

Corporate Representative: _____ April 15, 2025

Client: South San Francisco Unified School District
Jennifer Rockett- CTE Coordinator
398 B St. (Administrative Office
South San Francisco, CA 94080

Client Representative: _____

Date: _____

Invoice for Services - CEdAd
Invoice #1 K12 SWP R8 SSFUSD

April 13, 2026

Bill To:

South San Francisco Unified School District

Attention: Jennifer Rockett- CTE Coordinator

398 B St, (Administrative Office

South San Francisco, CA 94080

Pay To:

Collaborative Education Advisors (Fregosa Ventures Inc)

Dawn Fregosa: CEO collaborativeedadvisors@gmail.com

1220 Begier Ave

San Leandro, CA 94577

Office: 510.462.2659

Through the Round 8 K12SWP, CEdAd will provide:

Budget Code 5000 Services and Operating Expenses:

- ☐ Strat 1 (C&I): Consulting/ coaching for 50% of all SSFUSD CTE courses over 4 years old will be reviewed and re-written integrating entrepreneur mindset
  - ☐ PD for students/ teachers including AI integration entrepreneurship opportunities in each industry sector
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    - ☐ Personal Branding
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    - ☐ Self Aptitude assessments in professional workplaces
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Deposit Invoice #1 South San Francisco Unified School District **$40,000 Due**

Net 15

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Fregosa Ventures Inc

2 Business name/disregarded entity name, if different from above.

DBA Collaborative Education Advisors

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1220 Begier Ave

6 City, state, and ZIP code

San Landro, CA 94577

Requester's name and address (optional)

SSFUSD-ATTN CTE
398 B St
South San Francisco, CA 94080

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	4	-	1	7	7	2	5	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Devon Fregosa | **Date** 4/13/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning
Nina Mendez, Principal – Alta Loma Middle School

DATE: May 7, 2026

RE: Alta Loma Middle School Mural Project

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Alta Loma Middle School serves a diverse student population and as part of ongoing efforts to strengthen student belonging and school community, our students have expressed interest in creating permanent art pieces that reflect their collective identities, values, and what it means to be part of the Ram Community, our "RAMILY".

Max Ehrman has an extensive history of partnering with schools and communities to create collaborative public art that celebrates cultural diversity and elevates youth voice. The educational model emphasizes student participation at every stage of the mural process, from concept development and design to painting and installation. We are excited to offer not just a course on mural making but allowing our students to display their Ram Pride as a visual for generations to view.

FISCAL IMPLICATIONS:

The total project cost is $39,500. All costs related to materials, artist facilitation, and supplies will be covered through Arts and Music Prop 28 funding.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve an agreement between Alta Loma Middle School and Max Ehrman for a student-led mural project designed to advance student belonging, cultural representation, and school community pride in the amount of $39,500. The agreement will be executed upon approval. Pricing options and examples of Max Ehrman's work are available for review at the link provided HERE.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Marcos Garcia, Ed. D., Assistant Superintendent, Student & Family Services; Ryan Sebers, Director, Student Services, & Alicia Young, Coordinator, Student and Family Services

DATE: May 7, 2026

RE: Approval of the Operational Agreement with Fresh Lifelines for Youth (FLY)

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:

Fresh Lifelines for Youth (FLY), Inc. and the South San Francisco Unified School District (SSFUSD) are entering into an Operational Agreement to support a shared commitment to providing services for students at risk of delinquent behavior and to expand access to law-related education programming within the District.

Through this partnership, FLY will provide a structured law-related education course designed to give students practical knowledge of laws relevant to their daily lives, positive engagement with legal systems and professionals, and skill-building opportunities that support positive youth development. The program is intended for students identified by school staff and/or probation officers as being at risk for delinquent behavior and will include classroom instruction, a field trip, and a recognition ceremony over a six-week cycle during the 2026–2027 school year.

This law-related education course is distinctly different from the Peer Point program submitted last week. While the Peer Point program provides a restorative, relationship-based, multi-

month intervention focused on goal setting, accountability, harm repair, and closure, the law class is a classroom-based program centered on education and risk reduction. In alignment with MTSS, the Peer Point program primarily serves Tier 2 students, with some Tier 3 support, whereas the law class will primarily serve Tier 3 students, with some Tier 2 participation. Together, these programs strengthen and expand the continuum of Tier 2 and Tier 3 supports available to students.

Additionally, the law class serves as an early identification and screening opportunity for youth who may be at higher risk and have elevated needs, including those who may have had, or are at risk of, contact with the juvenile justice system. Overall, this partnership would strengthen and expand the District's alternative-to-suspension (ATS) programs, restorative practices, and Tier 3 supports.

In addition to classroom instruction, FLY will recruit program participants for ongoing case management services, provide family engagement and support, and connect students with appropriate social services. FLY will also develop and administer evaluation tools to assess program impact and provide recommendations to school staff and service providers to support student needs and reduce future involvement in the juvenile justice system.

SSFUSD will support program implementation by identifying eligible students, providing classroom space at no cost, participating in collaborative meetings, and assisting with coordination of services. The District will also support data sharing and program evaluation efforts while maintaining confidentiality of student responses and feedback.

The Operational Agreement outlines a collaborative structure for ongoing communication between both agencies, including periodic meetings to review student progress, coordinate services, and strengthen support for students and families. The agreement further establishes a mutual commitment to resolving concerns collaboratively and ensuring continuity of services for students throughout the term of the agreement.

Overall, this partnership aims to provide early intervention support, strengthen student engagement, and reduce risk factors associated with juvenile justice involvement through education, mentorship, and coordinated services.

FISCAL IMPLICATIONS:

These services will be provided at no cost to the District.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Operational Agreement with Fresh Lifelines for Youth (FLY) to provide additional Tier 3 support for the 2026–2027 school year.

Docusign Envelope ID: 8B067431-6464-8AEE-83A2-5F3B43090161

Fresh Lifelines for Youth

OPERATIONAL AGREEMENT BETWEEN FRESH LIFELINES FOR YOUTH, INC., AND SSFUSD

This Operational Agreement stands as evidence that Fresh Lifelines for Youth, Inc., ("FLY"), and SSFUSD (SSFUSD) intend to work together toward the mutual goal of providing maximum available assistance to SSFUSD service clients. Given that SSFUSD would like to provide additional youth services for at-risk delinquent behavior, and considering the lack of law-related education services for youth in the SSFUSD area, both agencies believe that implementing this proposal, as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

FLY will closely coordinate the following services with SSFUSD through the following:

General Description of Arrangements Between Agencies

Fresh Lifelines For Youth, Inc. shall provide a law-related education course for the youth attending SSFUSD. The target program participants are youth identified by school officials as being at risk for delinquent behavior and/or referred by probation officers. The course will provide youth with practical information about laws relevant to their daily lives, a positive experience with the law and legal actors, an environment that fosters the cultivation of skills essential for positive youth development, and links to social services.

Specific Services Provided by FLY

Under the terms of this operational agreement, FLY will:

1) From August 17, 2026, through June 7, 2027, provide a six-week law-related education course (program also includes a field trip and recognition ceremony) for 20-30 youth during the Fall and/or Spring Semesters;

2) Offer each course once a week at SSFUSD, classes to be held (TBD)

3) Create and distribute a welcome packet for youth and their families, which may include a summary of the Program, a youth-friendly flyer, a calendar, and maps;

4) Plan and coordinate recognition ceremony;

5) Recruit up to 10-15 youth who have completed the Law Program for yearlong case management services;

6) Work with the youth and their families to connect them with social services that may help reduce the possibility of continued delinquent behavior;

Docusign Envelope ID: 8B067431-6464-8AEE-83A2-5F3B43090161

7) Develop, administer, and analyze evaluation tools for the Program;

8) Make recommendations to the school staff, probation officers, or service providers regarding what services youth may need to help reduce future delinquency.

9) Help link the youth with the recommended services; and

10) During each cycle, be available for the entire SSFUSD (for example, service providers, youth, family members, school staff) to answer questions about juvenile law.

Specific Services Provided by SSFUSD

Under the terms of this operational agreement, SSFUSD will:

1) Help identify students who are motivated and available to attend the twelve-week law-related education course;

2) Attend collaborative meetings to share information about youth as well as receive input on additional services and planning that could assist youth and their families;

3) Provide at no cost classrooms that FLY can use for the program. Preferably, these classrooms will be in the main building.

4) Allow the FLY Program to use its evaluation tools, which include but are not limited to worksheets to assess the student's knowledge, skills, attitudes, and behaviors, and exit interviews. SSFUSD will respect the confidentiality of the student's responses.

5) Share with the FLY Program what worked well and did not work well with the Program. FLY would like to receive the SSFUSD thoughts, suggestions, and constructive criticisms to help build on the successful collaboration.

Referral Process

The staff and/or probation officers assigned to SSFUSD will refer youth attending SSFHS who are available and motivated to attend the twelve-week course, and are deemed at risk for involvement in juvenile court.

Frequency of Meetings Between Agencies

Representatives of both agencies will meet and/or talk over the phone once a semester.

Purpose of Meetings

Docusign Envelope ID: 8B067431-6464-8AEE-83A2-5F3B43090161

Representatives of both agencies will meet and or speak to share observations of youth, identify the salient issues and most appropriate services for each youth, and plan specifically how to work as a team to wrap the youth and family with the services they need.

Persons Who Will Attend Meetings

The facilitators for the FLY or the Program Director will attend the meetings between the agencies.

Time Frame of Agreement

The time frame of this agreement will commence on August 17, 2026 June 7, 2027.

Protocol if MOU/Operational Agreements are Not Being Met

Any adjustments to this Agreement must be mutually agreed upon and in writing.

If either party feels that the Operational Agreements are not being met, it may in writing, provide a list of issues and possible solutions. The receiving party will have five (5) business days from receipt of the letter to respond. If either party is not satisfied, it can send a written request for a face-to-face meeting to be held within five (5) business days of the receipt of the letter.

This meeting must be attended by all persons for both agencies who attend the regularly scheduled meetings between the providers, as well as their immediate supervisors.

If the issue(s) cannot be resolved, then the Agencies must select and agree on a neutral third party to help mediate the dispute. If the parties cannot agree on an appropriate mediator, each side will submit two names, they will be placed in a hat, and a name will be randomly selected. The parties must meet with the mediator as soon as practicable and no more than ten (10) business days after the mediator is selected, unless there are exceptional circumstances that justify a further delay.

Both parties must try in good faith to apply the mediator's solution. If, after all reasonable efforts are made, the issue cannot be resolved, the contract can be terminated in thirty (30) days.

At all times, the youth shall not be affected by the service providers' disagreements, and while negotiating their differences, both agencies will continue to do their best to ensure that the youth receive the services described in this Operational Agreement.

We, the undersigned, as authorized representatives of Fresh Lifelines for Youth, Inc., SSFUSD, do hereby approve this document.

This Agreement will remain in effect from August 17, 2026, through June 7 2027.

Docusign Envelope ID: 8B067431-6464-8AEE-83A2-5F3B43090161

Accepted by:

_____
Melissa Poling
San Mateo/San Francisco County Director
Fresh Lifelines for Youth, Inc.
Date_____

_____
Representative
SSFUSD
Date: _____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Marcos Garcia, Ed. D., Assistant Superintendent, Student & Family Services; Alicia Young, Coordinator, Student and Family Services

DATE: May 7, 2026

RE: Tobacco-Use Prevention and Youth Engagement (TPYE) Consortium MOU with SMCOE (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:

South San Francisco Unified School District (SSFUSD) is committed to promoting student health, wellness, and academic success through comprehensive prevention and youth development strategies. Substance use prevention, including tobacco, nicotine, and cannabis use, remains a priority given the continued rise in vaping among youth and its impact on student health, safety, and learning.

The California Department of Education (CDE) funds the Tobacco-Use Prevention Education (TUPE) program, which is administered by the San Mateo County Office of Education (SMCOE) through the Tobacco-Use Prevention and Youth Engagement (TPYE) Consortium. Through this consortium, SMCOE provides coordination, CDE-approved curriculum, training, youth engagement opportunities, and technical assistance to support local educational agencies in implementing evidence-based prevention programming.

The TPYE consortium supports district compliance with California Education Code and Health and Safety Code requirements related to substance misuse prevention, tobacco-free school environments, and health education, including EC §§51260, 51203, 48901, and 48900, as well as Health and Safety Code §104559. The program also reflects recent legislation, including AB 2711 and AB 915, which emphasize prevention, education, and supportive responses for students.

In alignment with Multi-Tiered System of Supports (MTSS), TPYE primarily supports Tier 1 universal prevention efforts, with some Tier 2 targeted supports through youth engagement, peer leadership, and prevention programming. The consortium emphasizes fidelity of implementation, youth engagement, and required reporting, with SMCOE providing ongoing training, coaching, and technical assistance to support consistent delivery of CDE-approved programming.

Participating districts are required to implement approved prevention curriculum with fidelity, engage in consortium activities and required training, and support data collection and reporting requirements, including program evaluation activities as applicable.

SSFUSD has participated in the TPYE consortium through SMCOE over the past three years, implementing prevention programming across secondary sites with designated district and site-based leads. District staff collaborate with SMCOE to support implementation of prevention education, youth engagement activities, and consortium requirements.

Continued participation in the 2026–2029 TPYE consortium will allow SSFUSD to build on this work by strengthening prevention programming, expanding student engagement opportunities, and enhancing coordinated, evidence-based supports for student wellness.

FISCAL IMPLICATIONS:

There is no cost to the District associated with participation in the TPYE Consortium. Program funding, resources, training, and technical assistance are provided through the California Department of Education grant administered by the San Mateo County Office of Education.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Memorandum of Understanding with the San Mateo County Office of Education to participate in the TPYE Consortium for the 2026-2029 grant cycle.

SAN MATEO COUNTY OFFICE OF EDUCATION

Excellence and Equity in

Marco A. Chávez • County Superintendent of Schools

Dear Superintendents,

The San Mateo County Office of Education (SMCOE) is preparing for the next Tobacco-Use Prevention and Youth Engagement (TPYE) Consortium grant cycle (2026–2029) and invites your district to continue participating in this countywide partnership supporting student wellness, prevention education, and youth leadership.

Through the consortium, SMCOE TPYE provides curriculum, training, youth leadership opportunities, and technical assistance to support districts in meeting these requirements.

Key Update to the MOU

The updated agreement is more streamlined and aligned with grant expectations. It replaces prescriptive program tasks with more flexible program expectations, allowing districts to implement prevention efforts that best fit their local context while remaining aligned with the approved grant plan and state requirements. The revised MOU also emphasizes program fidelity, youth engagement, and reporting, with SMCOE providing coordination and technical support.

The TPYE program helps districts meet California Education Code requirements related to substance misuse prevention and safe school environments.

Relevant state requirements include:

EC §51260 & §51203 – Drug, alcohol, and tobacco education
EC §48901 & Health & Safety Code §104559 – Tobacco-Free Schools
EC §48900 – Student discipline related to substance use

Recent legislation reinforces support-based responses rather than punitive discipline:

AB 2711 – Protects students seeking help for substance use from suspension due to voluntary disclosure
AB 915 – Requires fentanyl and opioid education in high schools by the 2026–27 school year

Action Requested

Please review and sign the TPYE Consortium Memorandum of Understanding (MOU) by May 15, 2026.

Participation ensures districts have continued access to:

- CDE-approved prevention curriculum
- Professional learning and staff training
- Youth leadership and peer education opportunities
- Technical assistance and program coaching
- Countywide collaboration and prevention resources

Thank you for your leadership in supporting healthy, safe, and supportive learning environments for students across San Mateo County.

In partnership,



Valerie Arbizu
Executive Director, Safe and Supportive Schools



Karla Rodriguez
Program Specialist, Tobacco Use Prevention Education

SAN MATEO COUNTY OFFICE OF EDUCATION

Excellence and Equity in Education

Marco A. Chávez • County Superintendent of Schools

Memorandum of Understanding
Tobacco-Use Prevention and Youth Engagement Grant (TPYE)
(Cohort 2026–29)
San Mateo County Office of Education

This Memorandum of Understanding, hereinafter referred to as the "Agreement", is between the San Mateo County Office of Education ("SMCOE") and South San Francisco Unified District ("District") (individually, "Party" or collectively, "Parties").

A. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding participation in the California Department of Education Tobacco Use Prevention Education ("TUPE") program**.**

B. Goals

Goal 1: Prevent Youth Tobacco Use Through Student Skill-Building. Prevent youth tobacco use by equipping students with the knowledge, refusal skills, and decision-making capacity needed to avoid tobacco and make healthy choices through tobacco-specific, evidence-informed education.

Goal 2: Empower LEAs to Deliver High-Quality, Evidence-Informed Prevention. Strengthen local educational agencies' capacity to implement tobacco-specific prevention programs that integrate positive youth development and reinforcement activities to sustain healthy, tobacco-free school environments.

C. Responsibilities

a. <u>District's Responsibilities:</u>

i. Designate a District Lead responsible for programmatic oversight.
ii. Identify and retain a lead contact at each participating school site.
iii. Participate in required consortium meetings and communications.
iv. Implement CDE-approved, evidence-based tobacco-use prevention curricula with fidelity.
v. Deliver prevention instruction consistent with the approved Program Plan and administer required assessments.
vi. Maintain required implementation documentation and activity logs.

vii. Support student participation in peer education, youth development, and prevention activities, including providing appropriate supervision and release time.
viii. Implement restorative or alternative discipline approaches for tobacco-related violations and participate in relevant professional development.
ix. Maintain and enforce a comprehensive tobacco-free school policy, including required signage and certification.
x. Address marijuana use as it relates to co-use with tobacco and vaping devices, consistent with CDE guidance.
xi. Provide necessary program and fiscal data to SMCOE for required CDE reporting and participate in required surveys, including CYTS administration if selected.

b. <u>SMCOE's Responsibilities:</u>

In addition to fiscal oversight, SMCOE shall:

i. Maintain ongoing communication with CDE and participate in required meetings and capacity-building opportunities.
ii. Ensure consortium-wide compliance with all grant assurances and reporting requirements.
iii. Retain a qualified Program Coordinator to oversee implementation of the comprehensive TPYE Program Plan.
iv. Convene required consortium meetings, including annual kick-off training and periodic implementation meetings.
v. Coordinate implementation of CDE-approved, evidence-informed tobacco-use prevention curricula.
vi. Provide training, technical assistance, coaching, and materials to support fidelity of implementation.
vii. Support integration of positive youth development, youth engagement, and reinforcement activities consistent with TPYE requirements.
viii. Coordinate peer education training, youth advisory structures, and countywide prevention initiatives.
ix. Support district capacity-building to sustain high-quality prevention programming beyond the grant period.
x. Provide consultation regarding tobacco-free school policy compliance, signage, and certification requirements.
xi. Deliver technical assistance related to alternatives to suspension and cessation-support approaches.
xii. Build district capacity to meet California Health Education Code substance misuse prevention requirements.

c. <u>Shared Responsibilities:</u>

The Parties jointly agree to assume the following responsibilities to advance awareness of the risks associated with youth tobacco use: a) maintain ongoing communication and coordination between the District and SMCOE; and b) collaborate on strategic outreach, education, and marketing initiatives that support

program goals.

D. Term of Agreement

The term of this Agreement is July 1, 2026 to June 30, 2029.

E. Funding Contingency

This Agreement and the obligation of the Parties to this Agreement are contingent upon SMCOE's receipt of Tobacco Prevention and Youth Engagement ("TPYE") Grant funds from the California Department of Education. If said grant funds are not received by SMCOE, the Parties incur no obligations under this Agreement, and the Agreement shall be terminated at no fault of either Party.

F. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- ☐ Yes, Data Sharing agreement/form attached
- ☑ No

G. Termination

Either Party may terminate this Agreement at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other Party. Subject to the availability of funding, the District shall be entitled to receive payment for work/services provided up to the termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

SMCOE may terminate this Agreement or a portion of the services based upon the unavailability of TPYE funds by providing written notice to the District as soon as is reasonably possible after SMCOE learns of the unavailability of TPYE funding.

H. Other Terms

a. **Relationship of the Parties:** The Parties agree and understand that the work/ services performed under this Agreement are performed as an Independent Contractor and not as an employee of the other Party, and that neither Party nor its employees/agents acquires any of the rights, privileges, powers, or advantages the other Party's employees.

b. **Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants, and understandings between the Parties concerning the

subject hereof, and all such agreements, covenants, and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of a Party or their agents shall be valid or enforceable unless embodied in this Agreement.

c. **Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.

d. **Severability:** Should any part of this Agreement between the Parties be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect of the intentions of the party.

e. **Third-Party Beneficiaries**: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity apart from the Parties.

f. **Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

g. **Use of SMCOE Name and Logo for Commercial Purposes:** District shall not use the name or logo of SMCOE or reference any endorsement from SMCOE in any manner for any purpose, without the prior express written consent of SMCOE as provided by the SMCOE's authorized representative.

h. **Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in San Mateo County.

I. Insurance/Hold Harmless

a. **Insurance:**
The District shall maintain insurance coverage in amounts sufficient to protect both the District and the San Mateo County Office of Education ("SMCOE"). The District shall name SMCOE, including its Board, officers, employees, interns, volunteers, agents, representatives, and invitees, as Additional Insureds under its General Liability and Automobile Liability policies. The District shall maintain a current Certificate of Insurance, including the required Additional Insured Endorsement, on file in its Business Office and shall provide a copy to SMCOE upon request.

b. **Indemnification:**
The District shall indemnify, defend, and hold harmless SMCOE, its Board, officers, agents, and employees from and against any claims, demands, losses, liabilities, damages, or causes of action arising out of or related to the performance of this Agreement, including but not limited to claims involving accident, injury, illness, or death. The District shall assume full responsibility for the defense of any such claims or actions, including payment of all associated costs, expenses, judgments, and reasonable attorneys' fees, including appellate attorneys' fees. The District's obligations under this section shall not be limited by the contract amount or by the existence or limits of any insurance coverage.

J. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are

duly authorized to execute and deliver this Agreement on the Party's behalf. This Agreement shall not be effective or binding unless it is in writing and approved by the Parties' authorized representatives or authorized designees, as evidenced by their signatures as outlined in this Agreement.

K. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SMCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SMCOE.

San Mateo County Office of Education:

By: _____
Signature of Authorized SMCOE Official

Name: Kevin Bultema

Title: Deputy Superintendent, Business Services Division

Date: _____

Address: 101 Twin Dolphin Drive
Redwood City, CA 94065

Phone: (650) 802-5512

Email: kbultema@smcoe.org

South San Francisco Unified School District:

By: _____
Signature of Authorized District Official

Name: Dr. Shawnterra Moore

Title: Superintendent

Date: _____

Address: 398 B Street
South San Francisco, CA 94080

Phone: (650) 887-8705

Email: smoore@ssfusd.org

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 7, 2026

RE: Agreement with Wilsey Ham for Surveying and Topographic Services for the Spruce ES Modernization Project

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The South San Francisco Unified School District (SSFUSD) is acquiring the services of Wilsey Ham to provide topographic survey and underground utility locating services for the modernization project at Spruce Elementary School under the Measure T Bond Program.

On November 16, 2023, the Board of Trustees approved a Request for Qualifications (RFQ) for a pool of seven (7) firms to provide surveying and topographical services. The District requested proposals from Hohbach-Lewin, Inc., Ruggeri-Jensen-Azar, and Wilsey Ham. After a thorough review, Wilsey Ham emerged as the most cost-effective option, offering a competitive fee structure while meeting all the project requirements.

FISCAL IMPLICATIONS:

The cost of services is $69,928.00. This will be paid for through the Measure T Bond Program (Fund 21).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Wilsey Ham for topographic surveying and underground utility locating services for the Spruce ES Modernization project in the amount of $69,928.00.

April 07, 2026

WILSEY HAM
Engineering, Surveying & Planning

Calvin Wong
Bond Project Manager
South San Francisco Unified School District
Measure T Bond Program
398 B Street
South San Francisco, CA 94080
clwong@ssfusd.org

WH Project #:

Boundary & Topographic Site Survey for:
Spruce Elementary School Campus
501 Spruce Avenue, South San Francisco, CA

Dear Calvin,

Based on your email RFP Addenda 3 (3-23-26) and supplemental conversations, we are pleased to provide you with this proposal for surveying services.

Background
It is our understanding that South San Francisco Unified School District has prepared a City wide SSF School Campus assessment to identify buildings and infrastructure that need improvement. The school encompassed in this proposal is the entire Spruce Elementary School Campus Modernizing classrooms, ADA compliance, campus access, parking, utility upgrades, making health, safety and security improvements are some of the objectives to be addressed. The project is to be funded by approved SSFUSD T bond funding.

The requested Boundary and Topographic Survey of the Spruce ES campus is needed to begin project design. Our approach is to update and enhance the existing surveys of the past. The onsite utility location marking, Boundary and Topographic transit work and field checking will be performed during non-school session hours (after school hours, weekends or school holidays). The method and scope is outlined in Task 1 herein.

Wilsey Ham has an On-call contract with SSFUSD and has performed surveys over the last eight decades in South San Francisco. The last Spruce ES Campus aerial topographic mapping was done in 2012. All the mapping to date has been on NAVD 1929 datum (the previous City of South San Francisco elevation datum).

In the last couple of years, the City has converted to NAVD88 datum (a base difference of several feet). FEMA and Bay Conservation and Development Commission (BCDC) are now also using this datum (NAVD88) and even require it to be used on plans for permit issuance. You have indicated that SSFUSD desires to follow the City and regulatory que and provided confirmation that this new survey work should be on NAVD88 vertical datum. The horizontal datum will be California Grid, Zone III (NAD83).

To map the project, boundary control and TBM's will be set/located around the Campus to use as referenced site Benchmarks. This control network can be utilized for individual projects identified in the future.

Our approach includes delineating parcel lines and easements from title reports and existing surveys.

Based on the foregoing Background, we propose the following Scope of Services.

Scope of Services
Task 1

1. Research available record maps and previous campus SSFUSD surveys and plans provided by Kitchell CEM. Meeting and coordination with Kitchell CEM and High School maintenance/security.
2. Order Preliminary Title Report for legal description, ownership and easement encumbrances.
3. Control Survey and set TBM'S by GPS and transit field method. Establish NAVD'88 Datum
4. Utility GPR field locate and utility record research

5. Topographic Survey – Marked underground and surface utilities, inverts, trees (over 1.5” in diameter), improvements, drainage basic ALTA Survey requirements field mapped in yellow highlighted areas of RFP
6. Computing boundary and easements
7. Updating existing topography to ’88 datum
8. Compiling existing aerial photo base imagery w/ 1’ record contours at 40 scale
9. CAD Drafting base mapping –. The boundary topographic survey will identify the existing ground elevations on an approximate 40’ grid, locate the existing visible improvements, and surface evidence of existing utilities. The site topographic survey will show all major landscape features, and all visible existing structures on the campus with approximate building heights. The parcel/lot lines and easements within the Campus area will be mapped at 20 scale.
10. Quality control of survey with field checking
11. Meetings and General Management of Project.

Deliverables
We will deliver an AutoCAD electronic file of the Spruce EM Campus Boundary & Topographic Site Survey. Pdf files of individual sheets at 20 scale and enhanced record ortho imagery at 40 scale will be also provided.

Assumptions, Exclusions, and Acknowledgements
- Existing utility records and record plans will be compiled and furnished by SSFUSD.
- No property corners will be set.
- Wilsey Ham and Kitchell CEM acknowledge and agree that schedule delays of the aerial and control surveys due to weather (rain, cloudy, fog, etc.) or other documented conditions beyond Wilsey Ham’s control are possible. Wilsey Ham and Kitchell CEM further acknowledge and agree that such delays as communicated to Kitchell will extend the project timeline by the same number of days the schedule was delayed due to such weather or other condition outside the control of the Surveyor plus the days necessary to reschedule the survey/aerial.
- Any work not specifically proposed herein will be charged per the attached Wilsey Ham standard charge rate fee schedule.
- The survey scope area is as defined in the attachment herein (Addenda 3).

Fee and Schedule
Wilsey Ham's estimate for the foregoing described Scope of Services is **$69,928 Lump Sum**. Billings will be monthly based on the percentage of total fee completed during the billing period. Wilsey Ham will have the field survey completed in five weeks (weather permitting) with the base map completed in another four weeks’ time from the date of contract execution.

Authorization
You may authorize Wilsey Ham to proceed in accordance with this proposal and the attached Standard Contract Provisions by returning a signed copy of this proposal to us for our files. Work will commence upon receipt of your written authorization.

We appreciate the opportunity to participate on your project.

Very truly yours,

_____
Robert C. Hutton, PLS 5454
Principal Surveyor
Wilsey Ham

Accepted:

By: _____

Title: _____

Date: _____

SSFUSD

Topographic Survey of Spruce ES Campus - South San Francisco

Fee Proposal

4/7/2026

	TASK DESCRIPTION	PRINCIPAL ENGR./SRVR. $336	HRS	SURVEYOR II $226	HRS	SENIOR DSGNR/SRVY $189	HRS	2 PERSON SURVEY CREW $398	HRS	VEHICLE SRVY MATERIALS	SUB-CONSULTANTS	REIM-BURSABLE EXPENSES	WH TOTAL LABOR $	TOTAL ALL $	WH LABOR TOTAL HOURS
1.	**Campus Boundary & Topo Survey**														
1	Research existing plans, surveys, utility maps and record maps	336	1	1,130	5								1,466	1,466	6
2	Title Report order & review	336	1	678	3						2,500		1,014	3,514	4
3	Tie '88 BM elev, Boundary control	336	1	904	4			3,184	8	144			4,424	4,568	13
4	Utility Field Locate & Mark up (weekends & holidays)			904	4						6,500		904	7,404	4
5	Topo Survey - Utilities, dips, trees, Improvements, drainage, ALTA requirements -(weekends & holidays)			1,808	8			28,656	72	1,296			30,464	31,760	80
6	Calculation of boundary and easements	672	2	1,356	6								2,028	2,028	8
7	Updating existing topography to '88 Datum	672	2	904	4	1,134	6						2,710	2,710	12
8	Compiling aerial photo base imagery w/ 1 ' contours - 40 scale	336	1	1,356	6	1,512	8						3,204	3,204	15
9	CAD Drafting on aerial topo base sheet (20 scale), create .pdf sheets	1,008	3	4,972	22	3,024	16						9,004	9,004	41
10	QC and field check	2,016	6	1,356	6								3,372	3,372	12
11	Meetings and General Management	672	2	226	1								898	898	3
12															
	Subtotal	6,384	19	15,594	69	5,670	30	31,840	80	1,440	9,000		59,488	69,928	198
	GRAND TOTAL	6,384	19	15,594	69	5,670	30	31,840	80	1,440	9,000		59,488	69,928	198

Table: 260XX

Notes:
1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
2. Total All$ includes subconsultants and reimbursable costs.
3. Hourly rates effective through December 31, 2026 and subject to revision annually thereafter.
4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.

Update survey to show width of any identified service drive as shown on this site plan. verify fence and all vehicle gate locations, confirm widths.

Update survey to included existing stairway, elevator and upper walkway

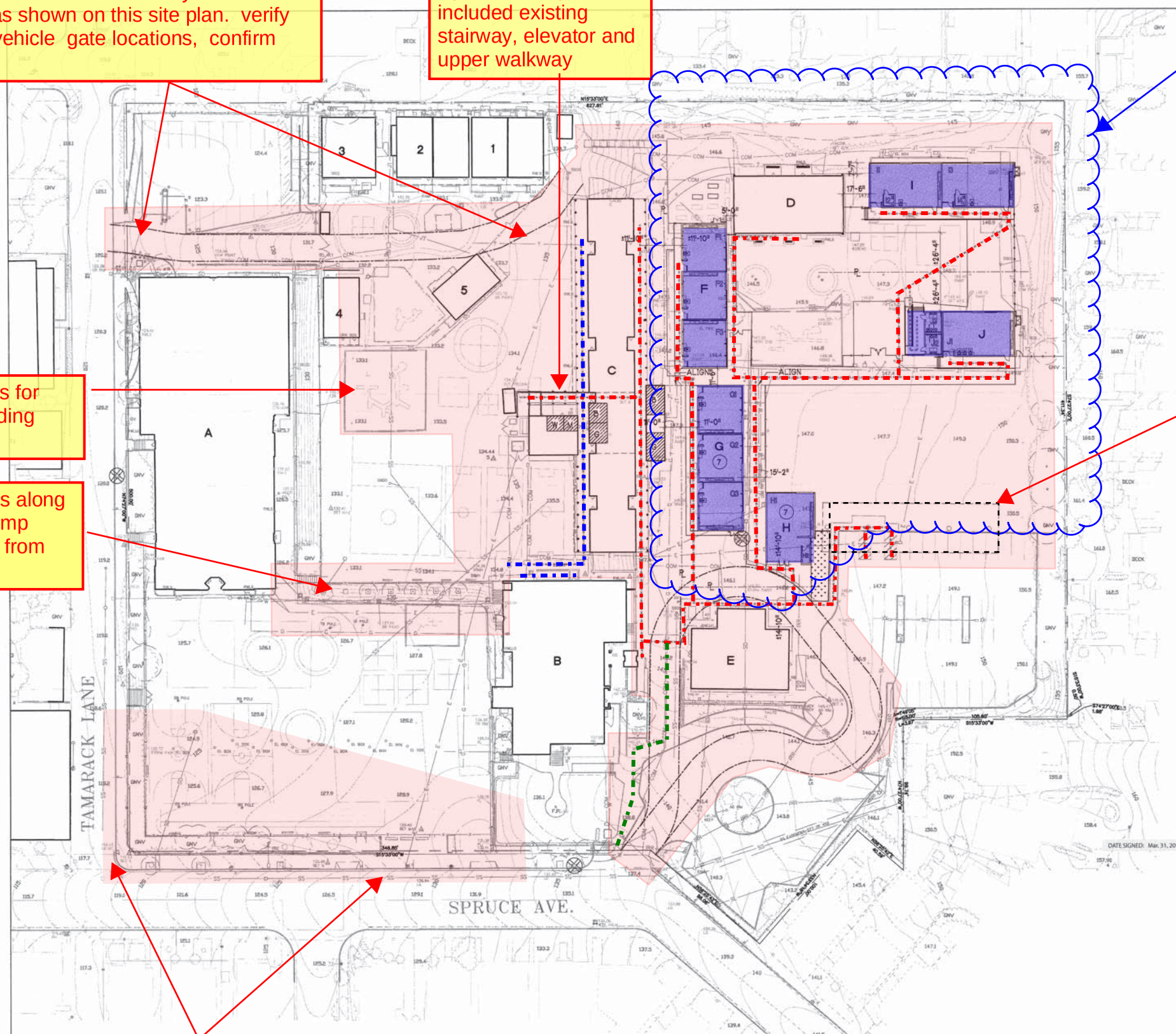
Update survey to reflect addition of the blue highlighted buildings, play structures etc. within define zone.

Spot elevations for this area including play structure

Spot elevations along switch back ramp (ramp missing from this plan)

Update survey to reflect height elevations of this identified solar array.

Survey for off-street drop-off (alternate); will need underground utilities 2' below street level- extend survey into street as indicated on annotated drawing



SPRUCE ELEMENTARY SCHOOL - SITE PLAN (FOR L.F.A. APPROVAL ONLY)
SCALE : 1" = 30'-0"

[E] BLDG. B
DSA APP. #56762
USE: DINING / LOCKER
OCCUPANCY GROUP: E
CONSTRUCTION TYPE: V-B
BASE ALLOWABLE AREA: 9,500 SF
ACTUAL AREA: 7,920 SF*
#528, #13433, #25740,

[E] BLDG. C
DSA APP. #15243
USE: CLASSROOM
OCCUPANCY GROUP: E
CONSTRUCTION TYPE: V-B
BASE ALLOWABLE AREA: 9,500 SF
ACTUAL AREA: 8,917 SF*

[E] BLDG. E
DSA APP. #
USE: ADMIN
OCCUPANCY GROUP: E
CONSTRUCTION TYPE: V-B
BASE ALLOWABLE AREA: 9,500 SF
ACTUAL AREA: 3,059 SF*

[E] BLDG. 4
DSA APP. #67499
USE: CLASSROOM
OCCUPANCY GROUP: E
CONSTRUCTION TYPE: V-B
BASE ALLOWABLE AREA: 9,500 SF
ACTUAL AREA: 960 SF*

[E] BLDG. 6
DSA APP. #67499
USE: CLASSROOM
OCCUPANCY GROUP: E
CONSTRUCTION TYPE: V-B
BASE ALLOWABLE AREA: 9,500 SF
ACTUAL AREA: 960 SF*

NEW BLDG. J
DSA APP. #
USE: EXPLORATORIUM
OCCUPANCY GROUP: E
CONSTRUCTION TYPE: V-B
BASE ALLOWABLE AREA: 9,500 SF
ACTUAL AREA: 1,812 SF

+ [N] BLDG. G 2,924 SF
+ [N] BLDG. H 1,536 SF
+ [N] BLDG. I 2,954 SF
13,128 SF

CBC 506.2 FRONTAGE INCREASE
AREA INCREASE = [[FRONTAGE PERIMETER / BLDG.- PERIMETER] -.25] x WIDTH LIMIT / 30
= [[790' / 1147'] -.25] x 30 / 30
= [.69] - .25] x 1
= .44

Site Survey Notes

1. Prepare updated topographic survey for area highlighted in light red back ground.
2. Locate all buildings shown in blue, specifically Buildings F, G, H, I and J.
3. Confirm building overhang elevations for Buildings C, E, G and H
4. Validate Path of Travel, POT as indicated on site plan.

-Red dash line indicates DSA approved POT as part of the most recent building project submission documents to DSA as of 2015.
-Blue dash line indicates DSA approved POT as part of the most recent building project submission documents to DSA as of 2015. at the lower level of Building C.
-Green dashed line needs to be verified as POT from Public Right of Way on to school property interfacing with know DSA Approved POT.
5. Verify threshold conditions at all existing door ways for Building C, inclusive of immediately adjacent service building along east side.

Site Utility Notes.

As part of the utility survey update,
-Review all available project documentation- as-built drawings, design documents that indicate known site development, above and below ground document utilities services etc. incorporate this information within the updated utility survey drawing.
Employ ground-penetrating radar (GPR) and electromagnetic locating equipment where necessary and appropriate to validate existing utility information.
Locate and map existing underground utilities, including: water, sewer, and storm drains, gas lines, electric, communications, and fiber optic lines
Mark utilities in the field and incorporate into CAD base mapping.

projectfrog
Owner/Products & System Design:
Project FROG, Inc.
222 Vallejo Street, Suite 320
San Francisco, CA 94111
p 415 814 8500
f 415 814 8501
www.projectfrog.com

HMC Architects
3546 Concours Street
Ontario, CA 91764
p 909 989 9979
f 909 483 1400
www.hmcarchitects.com

HKIT ARCHITECTS
538 NINTH STREET SUITE 240
OAKLAND, CA 94607
p 510 625 9800
f 510 625 9801
www.hkit.com

DATE SIGNED: APR. 3, 2014

IMPACT
SSFUSD

Spruce Elementary School Classroom Replacement
501 Spruce Avenue
South San Francisco, CA 94080
(SSFUSD #0730)

FILE NO. 41-28
IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
APPL. 01-113791
ACS FLS SSS
DATE

Rev.	Issue	Date
	DSA INITIAL SUBMITTAL	12.02.13
	4.08.14 DSA BACK CHECK	

ADDENDUN #3

Scale:
AS NOTED

Drawing Description:
LOCAL FIRE AUTHORITY APPROVAL (REFERENCE ONLY)

Sheet Number:
A-101

WILSEY HAM
A WHB COMPANY

2026 Charge Rate Fee Schedule

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus expenses incurred and will be the sum of all the items set forth below:

Personnel Services	Hourly Rates
Senior Principal Engineer/Surveyor	$ 357
Principal Engineer/Surveyor	$ 336
Senior Supervising Engineer/Surveyor	$ 320
Supervising Engineer/Surveyor	$ 305
Managing Engineer/Surveyor	$ 286
Project Engineer IV/Surveyor IV, Senior Engineer/Surveyor	$ 268
Project Engineer III/Surveyor III	$ 249
Staff Engineer II/Surveyor II	$ 226
Staff Engineer I/Surveyor I	$ 210
Associate Engineer/Surveyor	$ 194
Assistant Engineer/Surveyor	$ 184
Senior Designer/Senior Technician	$ 189
Designer II/Survey Technician II	$ 178
Designer I/Survey Technician I	$ 162
CAD Operator II/Drafter II	$ 168
CAD Operator/Survey Technician/Drafter	$ 131
2-Person Survey Crew	$ 398
1-Person Survey Crew	$ 199
Senior Administrator/Contracts	$ 168
Administrative Assistant III/Senior Project Coordinator	$ 136
Administrative Assistant II/Project Coordinator	$ 110
Administrative Assistant I/Office Support	$ 94
Supervising Senior Construction Manager	$ 289
Senior Construction Manager	$ 241
Construction Manager II	$ 226
Construction Manager I	$ 205
Associate Construction Manager	$ 173
Assistant Construction Manager	$ 150
Supervising Senior Construction Inspector	$ 257
Senior Construction Inspector	$ 241
Construction Inspector	$ 220
Senior Construction Document Controls Specialist	$ 157
Construction Document Controls Specialist	$ 136

Effective through December 31, 2026 and subject to revision annually thereafter.

- **Reimbursable Expenses:**
  a. Travel and subsistence expenses paid to or on behalf of employees on business connected with the project, plus a markup charge of **15%**.
  b. Seventy cents ($0.70) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and eighteen dollars (**$18.00**) per hour for use of vehicles carrying field survey equipment and supplies or used for field inspection and supervision.
  c. The cost of materials, supplies, reproduction, agency filing fees, communication expense or other services, plus a markup charge of **15%**.
  d. Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional or technical firms engaged in connection with the project, plus a handling charge of **15%**.

INDEPENDENT CONSULTANT AGREEMENT FOR SURVEYING ANDTOPOGRAPHIC SERVICES AGREEMENT #26014

This Independent Consultant Agreement for **Utility Surveying and Topographic** Services ("Agreement") is made and entered into as of the **08_ day of May , 2026** by and between the South San Francisco Unified School District, ("District") and **Wilsey Ham, Inc.** ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of land surveying services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide **Utility Surveying and Topographic** services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on May 8, 2026 and will diligently perform as required and complete performance by July 31, 2026 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixty-Nine Thousand Nine Hundred Twenty-Eight Dollars ($69,928.00).** District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

4.1.1.	Part One: Field Survey Utility, Survey $ Title Report	$69,928.00
4.1.2.	Reimbursable	$.00
	Total	$69,928.00

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

5.1. None.

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

6.1. None.

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Performance of Services.**

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.5. **(Reserve)**

9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims

presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination**.

13.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification**.

14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to

bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

15. **Insurance**.

15.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of

any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

15.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

15.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written

termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

16.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

16.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

16.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

17. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

19. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

20.1. All site visits shall be arranged through District;

20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential

and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant:**
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 ATTN: Lori Shelton, Director of Bond Program EMAIL: lshelton@ssfusd.org	Wilsey Ham 1330 La Selva Street Suite 100 San Mateo, CA 94403 ATTN: Robert Hutton Principal Surveyor EMAIL: rhutton@whbengineers.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

28. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

35. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

36. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026	Dated: April 21, 2026
South San Francisco Unified School District	Wilsey Ham
Signed By: _____	Signed By: Brandon D. Davis
Print Name: Ted O.	Print Name: Brandon Davis
Print Title: Assistant Superintendent, Business Services	Print Title: President

Information regarding Consultant:

License No.: C61024

Address: 3130 La Selva Street, Suite 100
San Mateo, CA 94403

Telephone: 650-349-2151

Facsimile: 650-345-4921

E-Mail: bdavis@whbengineers.com

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: California
_____ Limited Liability Company
_____ Other: _____

94-1354599: Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Scope of Work:

This is a one-part scope of work request, base scope, part one, includes addressing updates to the Spruce Elementary School site located at 501 Spruce Ave. South San Francisco, CA 94080

Part One, Base Scope-Camus Survey

Update the existing Spruce Elementary School Topographic, Utility and Boundary survey to reflect all documented construction over the past approximate dozen years. Include updated utility information to create an accurate understanding of the existing campus prior to the upcoming modernization.

- As part of the boundary survey, update the existing campus documentation by preparing a legal boundary survey showing all property lines, adjacent rights-of-way, and easements.
  - ☐ Provide an updated title report.
  - ☐ Boundary survey to be linked with established city benchmarks, area horizontal and vertical monuments/control datums. Conform with current NAD83 for horizontal, NAVD88 for vertical reference.
  - ☐ Property dimensions should follow ALTA/ACSM survey standards
- Field survey of the site to capture:
  - ☐ Building footprints and improvements that have occurred since the prior survey
  - ☐ Note all pavements, curbs, sidewalks, and parking areas, fences, walls, and other site features
- Spot elevations and contour intervals to align with the existing survey documents.
- Note all trees and significant landscaping elements (trees over 1-1/2" in diameter)
- Pay particular attention to site drainage features (ditches, swales, catch basins, culverts, manholes, etc.
- As part of the utility survey update,
  - ☐ Review all available project documentation- as-built drawings, design documents that indicate known site development, above and below ground document utilities services etc.
  - ☐ Employ ground-penetrating radar (GPR) and electromagnetic locating equipment.
  - ☐ Locate and map existing underground utilities, including:
    - Water, sewer, and storm drains
    - Gas lines
    - Electric, communications, and fiber optic lines
    - Mark utilities in the field and incorporate into CAD base mapping

Deliverables will consist of the following requirements,

- Digital Survey File: AutoCAD Civil 3D (DWG) format at a scale of 1:20.
- Survey Drawing: Sealed PDF of boundary and topographic survey at a scale of 1:20.
- Utility Map: Full depiction of located utilities, with notes on verification method (GPR, records, visual) shown on the survey drawing at a scale of 1:20.

- Title Report: digital copy, PDF of appropriate property title report.

Schedule for completion of this work is as soon as reasonable. Actual field work may not occur on the school campus while classes are in session; the proposer should assume off hour field work will be required to complete this effort. A school year calendar is provided as part of this RFP package of documents. School campus field work during staff development days may occur upon permission confirmed from the school administration through the Bond Management Team

- Define Field survey: (X days)
- Drafting and QA/QC: (X days)
- Deliverables: (Total timeframe, e.g., ___weeks from Notice to Proceed.

Title Report:

Order a title report for the property within the scope of work.

Title Review:

Title review consists of review of the documents associated with the title report and ensuring that the boundary and easement are plotted based on these documents.

Reimbursables:

None

Deliverables:

Upon completion, furnish a signed print of the Topographic Survey Plan. AutoCAD and PDF electronic file will also be submitted.

spot elevations for these areas

Add to survey, (e) gates & fencing

Add to survey: (E) Elevator, stair & walkways (2 levels) not shown

spot elevations for this area including play structure

spot elevations along switch back ramp (ramp missing from this plan)

survey for off-street drop-off (alternate); will need underground utilities 2' below street level

BUILDING I

BUILDING F

BUILDING J

BUILDING G

LIBRARY

Add to survey: (E) Project Frog Bldg in these locations

Kinder Yard needs to be updated with Project Frog Buildings/current building locations

Add to survey: (E) Project Frog Bldg in these locations

utilities locations need to be verified

Add to survey: (e) Library Bldg

5 March 2026

TOPO SURVEY REQUEST

dsk Architects

1. Provide spot elevations with density adequate for accessible POT design.

2. Include all existing buildings and play structures not shown on UR survey or 2012.

BENCHMARK: SOUTH SAN FRANCISCO #1375 AT THE INTERSECTION OF ROCCA AVE. AND TELFORD AVE. TACK IN CONCRETE IN STANDARD BOX NAIL ELEVATION:166.82 SOUTH SAN FRANCISCO CITY DATUM

BOUNDARY NOTE: THE BOUNDARY SHOWN ON THIS MAP IS BASED ON RECORD INFORMATION DERIVED FROM THE TITLE REPORT AND FOUND BOUNDARY EVIDENCE IN THE FIELD.THIS IS NOT A RESOLVED BOUNDARY, AND MORE BOUNDARY SURVEYING WILL BE NECESSARY TO RESOLVE THIS BOUNDARY.

CONTOUR INTERVAL:1 FOOT

UTILITY NOTE: THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP WAS OBTAINED BY THE USE OF ELECTRONIC LOCATING EQUIPMENT, VISUAL INSPECTION, AND RECORD INFORMATION. UNDERGROUND UTILITIES ARE SOMETIMES NOT DETECTED OR INACCURATELY MAPPED BY OTHERS. POTHOLING MAY BE REQUIRED TO VERIFY THE LOCATION OR EXISTENCE OF AN UNDERGROUND UTILITY.

SURVEY NOTE: THE SURVEY MAP WAS COMPILED FROM A TOPOGRAPHIC AND BOUNDARY SURVEY DONE IN JUNE/JULY 2012, AND AN AERIAL SURVEY DONE ON APRIL 30TH, 2012.ANY CHANGES OR IMPROVEMENTS MADE TO THE PROPERTY AFTER THESE DATES MAY NOT BE SHOWN ON THIS SURVEY.

LICENSED LAND SURVEYOR FRANK M. ROSENBLUM Exp. 12-31-12 No. 6395

LEGEND

AC	ASPHALT CONCRETE	G	GROUND
AD	AREA DRAIN	GB	GRADE BREAK
BC	BEGIN CURVE	HDBD	HEADERBOARD
BLD COR	BUILDING CORNER	INV	INVERT ELEVATION
C/CONC	CONCRETE	ID	INVERT ELEVATION IN
CB	CATCH BASIN	IEO	INVERT ELEVATION OUT
CLF	CHAIN LINK FENCE	IET	INVERT ELEVATION THRU
EC	EDGE OF CONCRETE	LG	LIP OF GUTTER
EL	ELECTRIC	LS	LANDSCAPING
EP	EDGE OF PAVEMENT	MH	MAINTENANCE HOLE
FC	FACE OF CURB	POC	POINT ON CURVE
FF	FINISH FLOOR	RTWL	RETAINING WALL
FL	FLOW LINE	TC	TOP OF CURB
F.O.D	FULL OF DEBRIS	TEL	TELEPHONE
F.O.W	FULL OF WATER	TYP	TYPICAL
FNC	FENCE	WD	WOOD

SD	STORM DRAIN LINE
SS	SANITARY SEWER LINE
W	WATER LINE
IRR	IRRIGATION LINE
G	GAS LINE
E	UNDERGROUND ELECTRIC
OH	OVERHEAD UTILITIES
T	TELEPHONE LINE
COM	COMMUNICATIONS LINE
?	UNKNOWN UTILITY TRACE
	BOUNDARY LINE
	EASEMENT LINE
	GRADE BREAK
	FLOW LINE
	HAND RAILING
x x	FENCE LINE
	ROOF OVERHANG
	BUILDING LINE
	TRENCH/PATCH LINE

GV GAS VALVE
FH FIRE HYDRANT
BFP BACK FLOW PREVENTER
FDC FIRE DEPARTMENT CONNECTION
PIV POST INDICATOR VALVE
TREE WITH TRUNK DIAMETER AND DRIP LINE RADIUS
TREE LINE
STREET LIGHT
LIGHT POLE
SIGN
BOLLARD/POLE
JOINT POLE
GUY POLE
ANCHOR
SURVEY CONTROL POINT
222.03 SPOT ELEVATION WITH DESCRIPTION
60 INDEX ELEVATION CONTOUR
59 INTERMEDIATE ELEVATION CONTOUR

GRAPHIC SCALE
(IN FEET) 1 inch = 20 ft.

UNDERWOOD & ROSENBLUM, INC.
civil engineers and surveyors
1016 Atlantic Avenue, Alameda, CA 94501
Tel No. (408) 453 1222 Fax No. (408) 453 1207

DATE
REVISIONS
DESC.

SPRUCE ELEMENTARY SCHOOL
501 SPRUCE AVE.
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
SOUTH SAN FRANCISCO CALIFORNIA

TOPOGRAPHIC BOUNDARY SURVEY

Date 7-31-2012
Scale 1"=20'
Dwn by: AB
Checked: AK
Job J12039
Sheet 1

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

Labor Code Mask	Description	Effective Date	Rate
002	Senior Principal	01-01-2026	340.0000
026	Supervising Engineer	01-01-2026	290.0000
025	Managing Engineer / Surveyor	01-01-2026	272.0000
003	Project Engineer IV/Surveyor IV, Sr Eng	01-01-2026	255.0000
005	Engineer III/Surveyor III	01-01-2026	237.0000
161	Staff Engineer (P2)	01-01-2026	237.0000
040	Senior Construction Mgr	01-01-2026	230.0000
041	Senior Construction Mgr	01-01-2026	230.0000
006	Engineer II	01-01-2026	221.0000
042	Construction Manager II	01-01-2026	215.0000
017	Party Chief / Survey Crew	01-01-2026	190.0000
010	Senior Designer / Senior Technician	01-01-2026	180.0000
008	Assistant Engineer/Surveyor	01-01-2026	179.0000
038	Staff	01-01-2026	149.0000
043	Admin Assistant III/Senior Project Coord	01-01-2026	130.0000

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: April 21, 2026

Name of Consultant: Wilsey Ham

Signature: Brandon S. Davis

Print Name and Title: Brandon S. Davis, President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: April 21, 2026

Name of Consultant: Wilsey Ham

Signature: Brandon S. Davis

Print Name and Title: Brandon S. Davis, President

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☒ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: Robert Jageron/Wilsey Ham

Name/Company: Ty Hammond/Wilsey Ham

Name/Company: Robbie Moorhead/Wilsey Ham

Name/Company: Robert Hutton/Wilsey Ham

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: April 21, 2026

Name of Consultant: Wilsey Ham

Signature: Brandon S. Davis

Print Name: Brandon S. Davis

Title: President

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 7, 2026

RE: Amendment No. 2 to the Architectural Services Agreement with Harley Ellis Deveraux Corporation (HED) for Design and Construction Administration Services for the Los Cerritos Elementary School Modernization Project

---

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

On February 8, 2024, the Board of Trustees approved the professional services agreement with Harley Ellis Deveraux Corporation (HED) to provide project assessment services for the Los Cerritos Elementary School Modernization Project. The project assessment was Part 1 of a two-part architectural agreement for this 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.

On June 12, 2025, the Board of Trustees approved the professional services agreement with Harley Ellis Deveraux Corporation (HED) to provide 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.

The results of the assessment informed the design team, Bond Management Team, and District Leadership about the campus needs and requirements and served as the basis for determining the scope of work that would advance to Part 2 of the modernization project. Part 2 encompasses the full architectural design and construction process, spanning from Schematic Design, through Design Development, Construction Document development, Bidding and Procurement, Construction Administration, and ultimately Construction Closeout.

This agreement modification incorporates additional services for Part 2 of the architectural agreement, covering design and construction administration.

FISCAL IMPLICATIONS:

The cost of the services is $2,549,482. 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
Amendment No 2- Part 2	May 7, 2026	2,549,482.00
ADJUSTED TOTAL		**$2,907,973.50**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 2 to the architectural services agreement with Harley Ellis Deveraux Corporation (HED) for additional services covering design and construction administration for the Los Cerritos ES modernization project in the amount of $2,549,482.00.

April 17, 2026

Lori Shelton, Director of Bond Program
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

RE: Proposal for SSFUSD Los Cerritos Elementary School Modernization
HED Project Number 2026-SS042-002

Dear Mrs. Shelton:

Thank you for the opportunity to continue our partnership with South San Francisco Unified School District as we advance the Los Cerritos Elementary School Campus Modernization from Part 1 into Part 2 implementation. Building on the foundation established during the Part 1 Assessment and Amendment No. 1 community outreach efforts, our team is prepared to deliver a thoughtful, efficient, and collaborative design process that supports the District's goals for modern, flexible learning environments and a cohesive campus experience.

This proposal outlines our Architectural and Engineering (A/E) services for the Part 2 new building and site modernization scope identified in the attached Exhibits. Our proposed fixed fee is based on the anticipated level of effort detailed in Attachment D. We propose the following design team:

- Principal In Charge: Rob Filary, AIA, HED
- Project Manager: Leah Marthinsen, RA, HED
- Project Architects: Leo Lopez, RA, HED and Joshua Kehl, RA, HED
- Structural: Tim Frei, PE, HED Structural Engineers
- Civil: Jonathan Tang, PE, BKF Engineers
- Cost Consultant: Silva Consulting, Cost Consulting
- Mechanical Engineer: John Chou, PE, H&M
- Plumbing Engineer: John Chou, PE, H&M
- Electrical Engineer: Pieter Colenbrander, PE, OMM
- Low Voltage-IT/Data Security Public Address: Pieter Colenbrander, PE, OMM
- Waterproofing/Envelope: Marium Tupy, MCA
- Landscape Architect: Heather Foley, HED Landscape
- Food Service: Lynn Sadusky, RAS
- Acoustical Engineering: Wiliam Chu, Chu & Dohn Associates

We will continue to align closely with budget and stakeholder priorities while advancing key design milestones. Again, thank you and we look forward to supporting the District in realizing its vision for the Los Cerritos Elementary School campus. Please feel free to contact me with any questions.

Sincerely,

Rob Filary, AIA
Principal In Charge, Pre K-12 Sector Leader

Attachment D - DRAFT

Part 2

FEE PROPOSAL - May 7, 2026

Updated 04.14.2026

Project: Los Cerritos Elementary School Campus Modernization A/E
Address: 210 W. Orange Ave, SSF CA 94080
Bond Project #: TBD
Architect: HARLEY ELLIS DEVERAUX CORPORATION (HED)
Proposal Date: 4/17/2026

Part 2 Scope of Services & Tasks

Architecture by Phase/Hours	Consultant Name	Rate	Schematic Design Hours	Schematic Design Cost	Design Development Hours	Design Development Cost	Construction Documents Hours	Construction Documents Cost	DSA Approval/ Project Approvals Hours	DSA Approval/ Project Approvals Cost	Construction Bid and Procure/ GMP Phase Hours	Construction Bid and Procure/ GMP Phase Cost	Construction Administration Hours	Construction Administration Cost	Close Out Phase Hours	Close Out Phase Cost	Total Hours for AOR	Total Fees by AOR Position	Grand Totals
Principal in charge	HED Design	$315	120	$37,800	80	$25,200	72	$22,680	8	$2,520	10	$3,150	70	$22,050	8	$2,520	368	$115,920	
Educational Planner	HED Design	$300	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
Senior Project Manager	HED Design	$285	132	$37,620	144	$41,040	240	$68,400	24	$6,840	12	$3,420	140	$39,900	24	$6,840	716	$204,060	
Senior Project Architect	HED Design	$275	132	$36,300	180	$49,500	240	$66,000	40	$11,000	24	$6,600	280	$77,000	32	$8,800	928	$255,200	
Project Manager	HED Design	$265	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
Project Architect/Designer	HED Design	$250	180	$45,000	200	$50,000	420	$105,000	60	$15,000	24	$6,000	400	$100,000	80	$20,000	1,364	$341,000	
Job Captain/Project Coordinator	HED Design	$185	180	$33,300	220	$40,700	500	$92,500	120	$22,200	24	$4,440	240	$44,400	120	$22,200	1,404	$259,740	
Design & Technology Support	HED Design	$160	16	$2,560	12	$1,920	12	$1,920	4	$640	4	$640	4	$640	4	$640	56	$8,960	
Administration	HED Design	$135	12	$1,620	8	$1,080	8	$1,080	8	$1,080	4	$540	200	$27,000	6	$810	246	$33,210	
		$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
		$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
Subtotal Architect's Hours by Phase			**772**	**$194,200**	**844**	**$209,440**	**1,492**	**$357,580**	**264**	**$59,280**	**102**	**$24,790**	**1,334**	**$310,990**	**274**	**$61,810**	**5,082**	**$1,218,090**	**$1,218,090**

Services By Phase	Consultant Name	Schematic Design Cost	Design Development Cost	Construction Documents Cost	DSA Approval/ Project Approvals Cost	Construction Bid and Procure/ GMP Phase Cost	Construction Administration Cost	Close Out Phase Cost	Subtotal	Subtotal with Markup (5%)	Grand Totals
Landscape Architect	HED	$ 12,320	$ 13,090	$ 23,100	$ 3,850	$ 1,540	$ 19,250	$ 3,850	$ 77,000	$80,850	
Mechanical/Plumbing/Sprinkler	H&M	$ 36,480	$ 38,760	$ 68,400	$ 11,400	$ 4,560	$ 57,000	$ 11,400	$ 228,000	$239,400	
Electrical/Telecom/AV/Security/PV	OMM	$ 35,840	$ 38,080	$ 67,200	$ 11,200	$ 4,480	$ 56,000	$ 11,200	$ 224,000	$235,200	
Structural *	HED	$ 19,200	$ 20,400	$ 36,000	$ 6,000	$ 2,400	$ 30,000	$ 6,000	$ 120,000	$126,000	
Civil Engineering	BKF Engineering	$ 22,720	$ 24,140	$ 42,600	$ 7,100	$ 2,840	$ 35,500	$ 7,100	$ 142,000	$149,100	
Building Envelope/ Waterproofing Consultant	McGinnis Chen	$ 6,080	$ 6,460	$ 11,400	$ 1,900	$ 760	$ 9,500	$ 1,900	$ 38,000	$39,900	
Cost Estimator	Silva	$ 9,421	$ 10,010	$ 17,664	$ 2,944	$ 1,178	$ 14,720	$ 2,944	$ 58,880	$61,824	
Acoustical	Chu & Dohn	$ 8,000	$ 8,500	$ 15,000	$ 2,500	$ 1,000	$ 12,500	$ 2,500	$ 50,000	$52,500	
Food Service	RAS	$ 3,952	$ 4,199	$ 7,409	$ 1,235	$ 494	$ 6,175	$ 1,235	$ 24,698	$25,933	
Interior Design	HED	$ 7,680	$ 8,160	$ 14,400	$ 2,400	$ 960	$ 12,000	$ 2,400	$ 48,000	$50,400	
Subtotal Base Services/ Subconsultants:**		**$ 161,692**	**$ 171,798**	**$ 303,173**	**$ 50,529**	**$ 20,212**	**$ 252,645**	**$ 50,529**	**$ 1,010,578**	**$1,061,107**	**$1,061,107**
Base Design (AOR + Consultants) - excludes Alternates		**$ 355,892**	**$ 381,238**	**$ 660,753**	**$ 109,809**	**$ 45,002**	**$ 563,635**	**$ 112,339**	**$ 1,015,660**	**$2,279,197**	**$2,279,197**
% of of Fee per Phase		**15.6%**	**16.73%**	**28.99%**	**4.82%**	**1.97%**	**24.73%**	**4.93%**	**no mark up**	**100.00%**	**97.78%**
BMT Target		**16.00%**	**17.00%**	**30.00%**	**5.00%**	**2.00%**	**25.00%**	**5.00%**			

* Tier 1 & Tier 2 Assessment are available, identify any sub-part cost associated with the Structural Mitigation Study

**Define percentage of sub-consultant mark-up

Note: Site Topographical Survey and Utility Location Survey provided by District

Accepted Alternates (Per Acceptance Letter)	Consultant Name (okay to insert multiple consultants in a line)	Insert cost of Alternate per PSC	Schematic Design Cost	Design Development Cost	Construction Documents Cost	DSA Approval/ Project Approvals Cost	Construction Bid and Procure/ GMP Phase Cost	Construction Administration Cost	Close Out Phase Cost	Subtotal	Sutotal w/Markup (5%)	Grand Totals
#1, Site Resurfacing & Painting	HED & HED		$ 7,009	$ 7,447	$ 13,141	$ 2,190	$ 876	$ 10,951	$ 2,190	$ 43,804	$45,994	
#2, Soccer Field Turf	HED, HED, BKF		$ 3,840	$ 4,080	$ 7,200	$ 1,200	$ 480	$ 6,000	$ 1,200	$ 24,000	$25,200	
#3, Window Replacement	HED, McGinnis Chen		$ 19,918	$ 21,163	$ 37,347	$ 6,225	$ 2,490	$ 31,123	$ 6,225	$ 124,490	$130,715	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
Subtotal Alternates			**$ 30,767**	**$ 32,690**	**$ 57,688**	**$ 9,615**	**$ 3,846**	**$ 48,074**	**$ 9,615**	**$ 192,294**	**$201,908.70**	**$201,909**
*Accepted Alternates May Be Unfunded										$ 192,294		
Total Design Basis (Base AOR + Base Consultants + Accepted Alternates)			**$ 386,660**	**$ 413,928**	**$ 718,442**	**$ 119,424**	**$ 48,847**	**$ 611,708**	**$ 121,954**	**$ 1,207,954**	**$ 2,481,106**	**$2,481,106**

Reimbursable Expense Allowance at 3%	$68,376

Total Fee: $2,549,482

AMENDMENT NO. 2
TO
AGREEMENT FOR ARCHITECTURAL SERVICES
(Agreement # 24015)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
WITH
HARLEY ELLIS DEVERAUX CORPORATION (HED)
LOS CERRITOS ELEMENTARY SCHOOL
MODERNIZATION PROJECT (PART 2)

May 7, 2026

Amendment No. 2 to the Agreement for architectural services for project Design and Construction phase II for the Los Cerritos Elementary School Modernization Project (Part II) project as approved by the Board on February 8, 2026.

The work includes the school modernization scope (Part 2), schematic design, design development, construction documents, regulatory approval, bid/GMP development and assistance, construction contract administration, and project closeout for the school modernization project.

The following modifications to the agreement are noted below inclusive of replacement of specific contract exhibits issued as part of the Part 2 modification. No other sections of the Agreement, unless specifically listed below, are modified in any way.

1. **Article 1 Definitions,** are modified to reflect the following new definition as follows:

    a. New definition called "Attachment B" has been added to the contract and numbered as sub section 1.1.4.

    b. Definition for Attachment B is as follows: Attachment B is a list of available documents issued to the Project Architect as part of the Part I, Project Assessment Phase, and carried forth into Part II Design and Construction Phase. These documents are located on the district's Google drive in the Consultant's folder.

    c. With insertion of Attachment B definition above, 1.1.4, all following definitions after 1.1.4, are re-numbered accordingly.

2. **Article 3 Architect Staff**, has been modified from the Project Assessment phase **staffing** to reflect changes within the architectural team and key consultants**.**

    a. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

    b. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

    Architect

Principal In Charge:	Rob Filary, AIA
Project Manager:	Leah Marthinsen, RA
Project Architect:	Leo Lopez, RA and Joshua Kehl, RA

Major Consultants

Structural:	Tim Frei, PE, HED Structural Engineers
Civil:	Jonathan Tang, PE, BKF Engineers
Cost Consultant:	Silva Consulting, Cost Consulting
Electrical Engineer:	Pieter Colenbrander, PE, OMM
Mechanical Engineer:	John Chou, PE, H&M
Plumbing Engineer:	John Chou, PE, H&M
Low Voltage-IT/Data Security, Public Address:	Pieter Colenbrander, PE, OMM
Waterproofing/Envelope Consultant:	Marium Tupy, MCA
Landscape Architect:	Heather Foley, HED Landscape
Food Service:	Lynn Sadusky, RAS
Acoustical Engineering:	Wiliam Chu, Chu & Dohn Associates

3. **Article 6 Fee and Method of Payment**, compensation under sub-section 6.1 is amended to reflect change in the scope for the Part 2 services and compensation The agreed upon modified compensation amount is summarized below.

Agreement	Date	Total
Original Agreement (Part 1)	February 8, 2024	$296,773.90
Amendment No. 1	June 12, 2025	$61,717.60
Amendment No. 2	May 7, 2026	2,549,482.00
Adjusted Total		**$2,907,973.50**

The agreed upon amount to not exceed **Two million, Nine hundred-Seven thousand, Nine hundred Seventy-Three dollars and 50/100 Dollars ($2,907,973.00)** based upon the rates set forth in **Exhibit D.**

4. **Article 10. Indemnity/Architect Liability**, sub section 10.2 and 10.3 are modified to reflect negotiated adjustments consistent with all current Architectural Agreements, as follows:

10.2 Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim *for liability attributed to Architect.* Architect's obligation pursuant to Article 10.1 includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to *reasonable* legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

10.3 Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for *such* change orders for which Architect shall be liable shall equal the

difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.

The posted Exhibits have been modified to reflect Part 2 scope of services and reissued with this agreement.

- EXHIBIT A – RESPONSIBILITIES AND SERVICES OF ARCHITECT-PART II
- EXHIBIT B – CRITERIA AND BILLING FOR EXTRA SERVCIES
- EXHIBIT C – SCHEDULE OF SERVICES
- EXHIBIT D – PAYMENT SCHEDULE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

By _____ _____
Ted O Date
Assistant Superintendent - Business Services
South San Francisco Unified School District

By _____ 04-24-2026
Jennette La Quire, AIA, Business Leader Pre K-12, HED Date

See EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT
Part II

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EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT, PART 2

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Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: **Los Cerritos School Modernization**

Design Base Construction Cost Budget
(Base + Alternates): $21,375,054

= Design Basis Budget: $19,800,000

Additive Alternates: $1,575,054

2. The modernization project scope of work is based upon the Final Project Assessment Letter dated October 2, 2024, along with the exclusive documents of the Project Assessment Phase Scope and Cost Summary; and The Project Assessment Phase Project Scope and Cost Estimate and as amended by Board action from February 26, 2026, increasing the construction budget to $19,800,000.

3. October 2, 2024, Project Assessment Phase Scope and Cost Summary is firther amended as noted within this paragraph.

    a. The Architect will update all October 2, 2024, project estimates to reflect current dollar valuations at the time of the Board authorization for Part 2 scope.
    b. The additive alternates listed below were selected to remain as alternates going forward into the Schematic Design phase (refer to PSC Summary) except as noted below. The Alternates includes both funded and unfunded scopes of work totaling $1,575,054.

    ADDITIVE-ALTERNATES
    Alternate 1 – Site Resurfacing & Painting $363,366 *will remain.*
    Alternate 2 – Soccer Turf $138,142 *will remain.*
    Alternate 3 – Window Replacement $1,063,546 *will remain.*
    Alternate 4 – Seismic Compliance ~~$48,402~~ *will be removed as an additive alternate and rolled into the project base scope of work.*
    ~~Alternate 5 – Teaching Wall Upgrade~~ ~~$131,359~~ *will be removed from the project scope in its entirety.*

4. Part 2 includes work starting with schematic design ("SD"), moving through design development ("DD"), construction documents ("CD") phases, regulatory agency approval, DSA-approvals, bidding/guaranteed maximum price ("GMP")

development and assistance, construction contract administration ("CA"), DSA Close-out, and final project closeout.

5. District intends to procure the project utilizing a Lease-Leaseback Contractor/Developer ("LLB GC") inclusive of preliminary services during the design and document phases. The District intends procure a Construction Manager ("CM") Team during the construction document and later project phases. The district will use the Lease-Leaseback form of agreement and the Site and Facilities Lease bundle of documents called the "Contract Documents." LLB GC,CM, District PM, and the Architect will be responsible for collaborating and if required, jointly coordinating, during design, construction and post construction phases, with items such as but not limited to scheduling, cost estimating, constructability reviews, value engineering, project phasing, DSA-approvals, subcontractor bidding, Project Manual compilation, developing the bidding/GMP phase for Board approval, construction contract administration, DSA close-out, and final project close out.

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a LLB GC's cost of performance. Architect shall advise District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
   a. As-builts;
   b. Physical characteristics;
   c. Legal limitations and utility locations for the Project site(s);
   d. Written legal description(s) of the Project site(s);
   e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
   f. Adjacent drainage;
   g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
   h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
   i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
   j. Surveys, reports, as-built drawings, record drawings; and
   k. Subsoil data, chemical data, and other data logs of borings.

Architect shall visually verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by District.

If Architect determines that the information or documentation District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a Geotechnical Engineering and Geologic Hazard Study; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, Architect shall request that District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through Architect, who may invoice District for those services as Extra Services.

4. Technology Backbone. Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with District's technology consultant and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by Architect based on the information provided by District's technology consultant as appropriate to the level of design completion.
5. District Standards. Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
6. High Performance Schools. If District adheres to the U.S. Green Building Council, USGBC, LEED Certification Program Best Practice. , the Services provided by Architect shall incorporate the U.S. Green Building Council Best Practices and criteria to the extent feasible.

C. MANDATORY ASSISTANCE.

If a third-party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon District's request, Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

D. SCHEMATIC DESIGN PHASE.

Upon District's acceptance of Architect's work in the previous PA Phase, refer to the acceptance letter and Project Scope and Cost Summary (PSC Summary-PA Phase), and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for District's review SD documents. The deliverables expected at the end of SD phase is an acceptance letter and Project Scope and Cost Summary for the SD Phase, ("PSC Summary-SD Phase"), issued by the district, which summarizes the final SD project scope, budget and design fee reconciliation consisting of the following items inclusive of all agreed upon project alternatives:

The SD Phase documents consist of the following for each proposed system within Architect's scope of services

Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and SD preparation and estimating that are part of the Project. Also identified will be milestone activities or dates, specific task responsibilities of Architect, required completion times necessary for the review and approval by District and by pertinent regulatory agencies and additional definition of deliverables. The project acceptance letter identified an extensive list of "alternative' scopes of work to be included within the project scope.

Review the developed work plan with District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

1. Basis of Design
   Prepare a Basis of Design ("BOD") for the project that will include but not limited to code requirements, general types of construction by architectural and engineering disciplines, furnishings, equipment, and preliminary Title 24, energy, mechanical and electrical load calculations for the selected scheme, and District, state and federal accessibility features. The BOD should include CSI Master format specification sections, description, responsibility and any perceived District standards, where known or assumed.

   We have a shared a sample layout within the "Attachment B" PA Phase process, in the Architect Consultant folder on the shared Google drive that is intended to provide a modifiable sample, template and a general framework to help convey the desired style, look, inclusions, etc. that the District wants in the BOD document and details in the final BOD deliverable.
2. Architectural
   SD documents shall include scope as identified below.
   a. Site plans, scaled floor plans showing overall dimensions, identifying the various
   b. major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout, typical access compliance details, a documented code compliance review, identification of accessibility features, if required.
   c. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration .
   d. Prepare study perspective sketches and study models to the extent necessary to convey the design concepts.
   e. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
   f. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, exterior building elements and types of hardware inclusive of proposed color recommendations.
   g. Finish Material/Color Boards
      i. Towards the end of the SD phase of work and as scheduled by the District, prepare 2 (two) sets of final fenestrations, color and materials palettes ("color boards").

ii. Final color boards shall show proposed interior and exterior colors, windows, material samples and other selections as necessary to establish the final design theme.
iii. Present these boards to the District for final approval and/or additional feedback.

h. Identify code requirements, include occupancy classification(s) and type of construction, site accessibility issues, and preliminary Fire and Life Safety requirements.
i. Update recommendations to the District for determination of preliminary construction phasing and required interim housing classroom space, as needed.
j. Preparation of a working list and actual scopes of work for additional investigative scope, this may include destructive investigations.
k. Identification of additional areas for topographic/utility surveys to be provided.
l. Coordinate and assist identifying areas of Geotechnical Engineering and Geologic Hazards Study, Hazardous Material investigation to be solicited by the Owner for use of the project team.
m. Develop investigative scope of work documentation, sketch, concise narrative, technical reason for identified scopes of work, based upon the evolving design that will require field investigative work to define potential existing issues more clearly. The architect's documentation will be utilized by the District in retaining the appropriate vendor/contractor to investigate stated work.
n. Prepare Interim Housing concepts based upon project need during the project construction phase.

3. Structural
   o. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
   p. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
   q. Prepare criteria associated with scope for Geotechnical Engineering and Geologic Hazard Study to be utilized in the District Request for Proposal effort.
4. Mechanical
   a. Make recommendations for selection and approval of systems to be incorporated into project design including but not limited to HVAC.
   b. Designers shall meet and coordinate with the District's sole source HVAC systems control vendor, Syserco, Inc.
   c. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
   d. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
   e. Show selected system on drawings as follows:
      i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
      ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
      iii. Schematic piping.
      iv. Temperature control zoning.
      v. Provide design criteria to include the intent base of design for the Project.
      vi. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Electrical
    a. Make recommendations for selection and approval of systems to be incorporated into the project design including but not limited to electrical, utilities, communications, data, telephone and security.
    b. Calculate overall approximate electrical loads.
    c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
    d. Show system(s) selected on drawings as follows:
        i. Single line drawing(s) showing major distribution system.
        ii. Location and preliminary sizing of all major electrical systems and components including:
            a) Load centers.
            b) Main panels.
            c) Switch gear.
    e. Provide design criteria to include the intent base of design for the Project.
    f. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
    g. Coordination with local utility providers on any service adjustment (upgrade) inclusive of preliminary application and any associated support documentation.
    b. Designers shall meet and coordinate with the District's sole source Fire Alarm systems vendor, Siemens, Inc.

6. Plumbing
    a. Domestic hot and cold-water system with appropriate load calculations as required and major pipe runs sized to interface with existing and new structures.
    b. Irrigation -water system with appropriate load calculations as required and major pipe runs sized to interface with existing site conditions.
    c. Sanitary sewer piping and any condensation piping with appropriate pipe runs sized to interface with existing and new structures.
    d. Gas piping with appropriate pipe runs sized to interface with existing and new structures.
    e. Fire -water system with appropriate load calculations as required and major pipe runs sized to interface with existing and new structures.
    f. For High School and Middle School campuses, provide Alternate cost and design scenarios that assume the existing campus Combined Domestic Water/ Fire Water will be separated into two independent water systems .
        i. Evaluate existing Combined Domestic Water/ Fire Water system including requirements, costs, and phasing to separate fire and domestic water. Consider a phased approach on splitting the systems, with appropriate load calculations as required, and major pipe runs sized to interface with existing and new structures.
        ii. Layout phased integration of a new separate domestic and fire water systems, provide phasing impacts, design costs, capacity issues for first phase, and which buildings may be included in the first phase.
        iii. Provide concepts for phasing all additional phases including phasing impacts, future phase design costs, capacity issues for follow-up phase phases, and which buildings may be included in the follow-up phases.
    g. Major plumbing equipment should be scheduled indicating size and capacity.

h. Piping should be substantially located and sized.
i. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
j. Legend showing all symbols used on drawings.
k. More developed Outline Specifications indicating quality level and manufacture.

7. Civil
   a. Develop on and off-site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
   b. For High school and Middle school campuses, provide Alternate cost and design scenarios that assumes the existing campus Combined Domestic Water/ Fire Water will be separated into two independent water systems extending to existing buildings.
      i. Evaluate existing Combined Domestic Water/ Fire Water system including requirements, costs, and phasing to separate fire and domestic water. Consider a phased approach on splitting the systems, with appropriate load calculations as required, and major pipe runs sized to interface with existing and new structures.
      ii. Layout phased integration of a new separate domestic and fire water systems system, provide phasing impacts, design costs, capacity issues for first phase, and which buildings may be included in the first phase.
      iii. Provide concepts for phasing all additional phases including phasing impacts, future phase design costs, capacity issues for follow-up phase phases, and which buildings may be included in the follow-up phases.
      iv. Provide separate domestic and fire water system with anticipated appropriate load calculations as required and major pipe runs sized to interface with existing and new structures.
         a) Provide Alternate cost and design scenarios that assume new split system to existing buildings with risers and fire sprinkler systems.
      v. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
      vi. Coordinate finish floor elevations with architectural site plan.

8. Landscape
   a. Identify surface improvements including landscape areas, playgrounds and equipment preliminary finish grades and drainage.
   b. Irrigation - water system with appropriate load calculations as required and major pipe runs sized to interface with existing site conditions.

9. Specifications
   Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of Project design and specifications.
   a. For the LLB GC RFP issuance, Architect shall review and comment on District's construction Project Description, contract documents, integrate the District's front end documents (the "Division 0" and "Division 1" specifications, Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazard Study) into a Project Manual (manual includes the District prepared Front Ends, the AOR prepared technical specifications, the District's Hazardous

Materials Specifications and Study, and Geotechnical Engineering and Geologic Hazard Study), as provided by District PM and /or CM to the AOR, as part of its Services under the Agreement. The CM will review, verify the Project Manual with District PM, and distribute the Project Manual per District PM direction.

b. Coordinate with the designated building commissioning agent for the project and provide input as needed during the SD phase. Review and incorporate comments from the commissioning agent as appropriate and directed by the District PM.
c. Coordinate with Syserco, District's sole source controls vendor and provide input as needed during the SD phase. Review and incorporate comments from Syserco as appropriate and directed by the District PM.
d. Coordinate with Siemens, District's sole source controls vendor and provide input as needed during the SD phase. Review and incorporate comments from Siemens as appropriate and directed by the District PM.

10. Quality Assurance
    a. Prior to the 100% SD submittal, perform a comprehensive quality and coordination check of the entire SD set inclusive of all consultant engineering drawings. Coordination shall also include any documents provided to the Architect by the District including Survey, Hazardous Materials Specifications and Study, and Geotechnical Engineering and Geologic Hazard Study. Revisions resulting from this internal review shall be incorporated into the set, forming the final 100% SD drawings.
    b. Using the final 100% SD set, the District and/or its representatives will perform an independent Design Review of the documents . The Architect will receive redline design review comments from the District for incorporation into the documents during the DD phase of work.
11. Construction Cost Budget
    Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Project Assessment Phase, specifically the project acceptance letter and the Project Scope and Cost Summary- Project Assessment ("PSC-PA"). The following conditions apply to the revised Construction Cost Budget:
    a. Schematic Estimates: This estimate may consist of parametric unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
    b. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
    c. In addition, the estimate shall be formatted in the District's PSC Summary Form. This formatted document issued as part of the PSC-PA was issued at the conclusion of the Part I scope of work.
        i. The estimate shall separate the Project's building cost from site and utilities cost and from any Interim Housing cost . Architect shall submit to District the cost estimating format for prior review and approval.
        ii. Escalation. All estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e., Lee Saylor Index).
    d. The Architect shall meet with the District PM to reconcile this cost estimate with the independent cost estimate. As part of this effort, provide recommended scope adjustments to bring the estimated cost of the project into conformance

and reconcile with the PSC-PA document. This may include bid alternates based upon the PSC-PA issued to the AOR.

e. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget without written approval from the District. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
    i. At the end of this SD Phase, the Construction Cost Budget may include design contingencies that meet the District's defined budgetary expectations as defined by the PSC-PA and modified in this SD Phase. This conclusionary document of the SD Phase will include a District approved and completed Project Scope and Cost Summary-Schematic Design ("PSC-SD") form and a SD Phase acceptance letter issued at the conclusion SD Phase scope of work.
    ii. The SD shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by District at no additional cost to District.

12. Phasing Framework
    a. Architect shall meet with the District PM, and or designated representative, to coordinate development of preliminary framework for potential construction phasing plans, move schedules and preliminary interim housing plans (if applicable) appropriate for the SD phase.
13. Deliverables and Numbers of Copies
    a. Within thirty (30) days of the end of this Phase, Architect shall provide to District the following items produced in this phase, together with one (1) copy of each item in indexed, electronic PDF format:
        i. Breakdown of Construction Cost Budget as prepared for this Phase;
        ii. Meeting reports/minutes;
        iii. SD Document Package with alternatives, inclusive of color and material finishes documentation/samples.
        iv. Basis of Design document with CSI formatted project specifications.
        v. Statement indicating changes made to Architectural Program and Schedule; and
        vi. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
14. Presentation
    a. Architect shall present and review with District the detailed (final) SD Document Package.
    b. Architect shall present and review with school community the detailed (final) SD Document Package.
15. Meetings

    During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J and as noted below:

    a. The Architect shall participate in a SD scope & cost review reconciliation workshop(s) with the District. These meetings are intended to gain approval of the SD in order to advance to the DD phase of work. Upon completion of the meeting(s)/ presentation to the District, some changes may be required. Any such changes shall be documented and issued to the Architect for incorporation into the design documents. Upon acknowledgement of any such changes, if required, the District shall issue to the Architect acceptance of the SD and authorization to proceed to the DD phase of work.

b. The Architect should assume school community workshop planning sessions during the SD phase. This would include certified and classified staff and members of the parent community.
c. Participate in LLB GC interview screening process.
d. The Architect shall meet with the District every two weeks during this phase of the project.
e. In summary, Architect shall participate in District meetings as follows for SD phase:
    i. One (1) Design workshop with District facilities M&O and IT team
    ii. One (1) or Two (2) total Design workshops, if required, with Nutrition Services, Librarian, Special Education Services, or Physical Education/Athletics, or any other identified special programs.
    iii. Bi-weekly Architect Coordination meetings with the District.
    iv. Minimum Four (4) Design committee meetings with the School Community. Final number of meetings to reflect the appropriate number of meetings necessary to obtain project specific knowledge.
    v. Minimum of Two (2) Budget scoping workshops with the District. Final number of meetings to reflect the appropriate number of meetings necessary to obtain project specific knowledge.

E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous SD phase, refer to the acceptance letter and Project Scope and Cost Summary ("PSC-SD"), and assuming District has not delayed or terminated the Agreement, the Architect shall prepare the accepted deliverables from the SD Phase. The deliverable expected at the end of DD phase is an acceptance letter and Project Scope and Cost Summary for the Design Development Phase, issued by the district ("PSC-DD") which summarizes the final DD project scope, budget and design fee reconciliation inclusive of all agreed upon project alternatives The DD Phase documents consist of the following for each proposed system within Architect's scope of services:

1. Architectural
    a. Scaled, dimensioned floor plans with final room locations including all openings.
    b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
    c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
    d. Identification of all fixed equipment to be installed in Project.
    e. Identification of all Door and Window systems
    f. Interior finishes identified and located within the rooms of all buildings.
    g. Site plan completely drawn with beginning notes and dimensions including grading and paving.
    h. Preliminary development of details and large-scale blow-ups.
    i. Legend showing all symbols used on drawings.
    j. Floor plans identifying all fixed and major movable equipment and furniture.
    k. Finish Material/Color Boards
        i. Towards the end of the DD phase of work and as scheduled by the District, prepare 2 (two) sets of final fenestration, color and materials palettes ("color boards") based on the preliminary presentation and feedback received from the District in the SD phase. Final color boards shall show proposed interior and exterior colors, windows, material samples and other selections as necessary to establish the final design theme.

ii. Present these boards to the District for final approval and/or additional feedback.

l. As applicable, provide updated sketch study perspectives and study models.
m. Update recommendations to the District for determination of preliminary construction phasing and required interim housing classroom space, as needed.
n. Further refinement of the Basis of Design for architectural, hardware, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
o. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
    i. Light fixtures.
    ii. Ceiling registers or diffusers.
    iii. Access Panels.
p. Architect shall review and comment on District's construction Project Description included in the Contract Documents as part of its Services under the Agreement.
q. Architect shall prepare a description with drawings and appropriate details for a temporary construction signage documentation for the project(s).
r. Refine Interim Housing concepts based upon project need during the project construction phase.

2. Structural
    a. Structural drawings with all major members located and sized.
    b. Establish final building and floor elevations.
    c. Preliminary specifications.
    d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
    e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.
    f. Supplemental structural scope of work based upon special studies requested as part of the acceptance letter.
3. Mechanical
    a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
    b. Major mechanical equipment should be scheduled indicating size and capacity.
    c. Ductwork and piping should be substantially located and sized.
    d. Devices in ceiling should be located.
    e. Legend showing all symbols used on drawings.
    f. More developed Outline Specifications indicating quality level and manufacture.
    g. Control Systems identified.
    h. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
4. Electrical
    a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
    b. All major electrical equipment should be scheduled indicating size and capacity.
    c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.

d. Legend showing all symbols used on drawings.
e. More developed and detailed Outline Specifications indicating quality level and manufacture.
f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
g. Designers shall meet and coordinate with the District's sole source Fire Alarm systems vendor, Siemens, Inc.

5. Plumbing
   a. Domestic hot and cold-water system with appropriate load calculations as required and major pipe runs sized to interface with existing and new structures.
   b. Irrigation water system with appropriate load calculations as required and major pipe runs sized to interface with existing site conditions.
   c. Sanitary sewer piping and any condensation piping with appropriate pipe runs sized to interface with existing and new structures.
   d. Gas piping with appropriate pipe runs sized to interface with existing and new structures.
   e. For High school and Middles school campuses, if Alternate cost and design scenario(s) are accepted, the existing campus Combined Domestic Water/Fire Water will be separated into two independent water systems.
      i. Design is based upon a phased approach on separating water systems, with appropriate load calculations as required, and major pipe runs sized to interface with existing and new structures.
   f. Major plumbing equipment should be scheduled indicating size and capacity.
   g. Piping should be substantially located and sized.
   h. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
   i. Legend showing all symbols used on drawings.
   j. More developed Outline Specifications indicating quality level and manufacture.
6. Civil
   a. Further refinement of SD Phase development of on and off-site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
   b. Further refinement of SD Phase roadways, walkways, parking and storm drainage improvements. Includes details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
   c. For High school and Middles school campuses, if Alternate cost and design scenario(s) are accepted, the existing campus Combined Domestic Water/Fire Water will be separated into two independent water systems .
      i. Design is based upon a phased approach on separating water systems, with appropriate load calculations as required, and major pipe runs sized to interface with existing and new structures.
   d. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
   e. Coordinate finish floor elevations with architectural site plan.
7. Landscape
   a. Identify surface improvements including landscape areas, playgrounds and equipment preliminary finish grades and drainage.
   b. Irrigation water system with appropriate load calculations as required and major pipe runs sized to interface with existing site conditions.

8. Specifications
    a. Continue with development of project specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of Project design and specifications.
    b. Architect shall review and comment on District's construction Project Description, contract documents, integrate the District's front end documents (the "Division 0" and "Division 1" specifications, Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazard Study) into a Project Manual (manual includes the District prepared Front Ends, the AOR prepared technical specifications, the District's Hazardous Materials Specifications and Study, and Geotechnical Engineering and Geologic Hazard Study), as provided by District PM and /or CM to the AOR, as part of its Services under the Agreement.
    c. Architect shall be responsible for bundling the Project Manual. The Project Manual will be a joint manual containing two parts: Part 1 includes the District prepared Front Ends "Division 0" and "Division 1" and Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazards Study, and any other required documents, as provided by District to the AOR, as part of the Project Manual; Part 2 includes the AOR prepared project technical specifications.
    d. The CM will review, verify the Project Manual with District PM, and distribute the Project Manual per District PM direction.
9. Commissioning
    a. Coordinate with the designated building commissioning agent for the project and provide input as needed during the DD phase. Review and incorporate comments from the commissioning agent as appropriate and directed by the District PM.
10. Syserco Controls
    a. Coordinate with Syserco for the project and provide input as needed during the DD phase. Review and incorporate comments from Syserco as appropriate and directed by the District PM.
11. Siemens System
    a. Coordinate with Siemens, District's sole source fire alarm system controls vendor and provide input as needed during the DD phase. Review and incorporate comments from Siemens as appropriate and directed by the District PM.
12. Quality Assurance
    a. Prior to the 100% DD submittal, perform a comprehensive quality and coordination check of the entire DD set inclusive of all consultant engineering drawings and specifications. Coordination shall also include any documents provided to the Architect by the District including Survey, Hazardous Materials Specifications and Study, and Geotechnical Engineering and Geologic Hazard Study. Revisions resulting from this internal review shall be incorporated into the set, forming the final 100% DD drawings.
    b. Using the final 100% DD set, the LLB GC, CM, on behalf of the District PM will perform an independent Constructability / Peer review and Design Review of the drawings. The Architect will be provided the findings of the independent Constructability / Peer Review and Design Review. The Architect shall review the findings and respond to all comments noted per the forms and redline drawings provided. The District PM may elect to then review these responses with the Architect and engineering team in a meeting or series of meetings to

address all items and the Architect's and engineering team responses. The District PM approved findings and necessary changes to the drawings and specifications are expected to be addressed and incorporated into the CD set, by the Architect.

13. Construction Cost Budget
    a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
        i. DD Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item, costs shall be summarized by building as well as a campus total The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, LLB GC's mark-ups, and general conditions shall be listed separately.
        ii. At the end of this DD Phase, the Construction Cost Budget may include design contingencies that meet the District's defined budgetary expectations as defined by the Part I acceptance letter and Project Scope and Cost Summary- Schematic Development ("PSC-SD"), and as modified in this DD Phase.
        iii. This conclusionary document of the DD Phase will include a District approved and completed DD Phase acceptance letter and Project Scope and Cost Summary-Design Development ("PSC-DD") form to be issued at the conclusion DD Phase scope of work.
        iv. The DD shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by District at no additional cost to District.
        v. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
        vi. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
        vii. All planned Bid Alternates are confirmed and updated to reflect current project cost status.
    b. Architect shall submit its proposed Construction Cost Budget to District and the CM for review and approval. At that time, Architect shall coordinate with District PM, LLB GC, and the CM to further develop, review, and reconcile the Construction Cost Budget.
14. Phasing
    a. Architect shall meet with the District PM, CM, LLB GC, to coordinate development of preliminary increments, final phasing plans, move schedules and preliminary interim housing plans (if applicable) appropriate for the phase.
15. Deliverables and Numbers of Copies
    Architect shall provide to District the following items produced in this phase, one (1) copy of each item in indexed, PDF electronic format:
    a. DD drawing set from all professional disciplines necessary to deliver the Project;
    b. Specifications;
    c. Revised Construction Cost Budget; and
    d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

e. The DD deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by District at no additional cost to District.

16. Meetings

During this DD Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J, and as noted below:

a. The Architect shall participate in a DD scope and cost review reconciliation workshop(s) with the District. These meetings are intended to gain approval of the design in order to advance to the CD phase of work. Upon completion of the meeting(s)/presentation(s) to the District, some changes may be required. Any such changes shall be documented and issued to the Architect for incorporation into the design documents. Upon acknowledgement of any such changes, if required, the District shall issue to the Architect acceptance of the DD Design Phase and authorization to proceed to the Construction Document phase of work.
b. The Architect should assume school community workshop planning sessions during the DD phase. This would include certified and classified staff and members of the parent community.
c. Participate in LLB GC interview screening process, as requested by the District.
d. Participate in CM interview screening process, as requested by the District.
e. The Architect shall meet with the District every two (2) weeks during this phase of the project.
f. In summary, Architect shall meet as follows during this phase:
    i. Bi-weekly District Architect Coordination meetings with the District
    ii. Two (2) Design committee meetings with the School Community
    iii. One (1) Design workshop with District facilities M&O and IT team
    iv. Two (2) Budget scoping workshops with the District
    v. Additional meetings, as required by Building Use: Depending on the size of the schools and complexity of the campus project, it may be appropriate to include meetings by building type (i.e., Athletics, CTE, Science, GE classrooms, Wellness, Administration, etc. This quantity is addressed in Section J and shall be modified as appropriate for each campus project.

17. Presentation

a. Architect shall present and review with District the detailed (final) DD Document Package. This may occur during a bi-weekly District check in meeting.
b. Architect shall present and review with school community the detailed (final) DD Document Package.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous DD Phase, refer to the acceptance letter and Project Scope and Cost Summary (PSC Summary-DD Phase"), and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the DD Phase the CDs consisting of the following for each proposed system within Architect's scope of work. The deliverable expected at the end of CD phase is an acceptance letter and Project Scope and Cost Summary for the Construction Document Phase, issued by the district ("PSC-CD") which summarizes the final CD project scope, budget and design fee reconciliation inclusive of all agreed upon project alternatives.

The CD Phase documents consist of the following for each proposed system within Architect's scope of services

1. District PM and CM approved drawings and specifications
2. Owner prepared HazMat assessment report and project specifications
3. Local Fire Authority (LFA) approval (DSA-810 Form)
4. Geohazard Report and confirmed submittal to CGS (CGS acceptance required for DSA approval)
5. DSA review check (should be requested 30 days prior to submittal)
6. DSA-approved set of CD drawings and technical specifications.
7. Signed DSA-1 Form (and DSA-1L if required)
8. DSA form 403
9. DSA Replacement Cost Analysis (DSA IR EB-4)
10. Structural Calculations (if required)
11. Fire Sprinkler Calculations (if required)
12. Architect's DSA meeting minutes

All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

The CD Phase documents consisting of the following for each proposed system within Architect's scope of services listed below:

CONSTRUCTION DOCUMENTS– 100% / COMPLETION STAGE:

1. General
   Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the LLB GC in a timely fashion so as not to delay the Project.
2. Architectural
   a. Completed site plan.
   b. Completed floor plans, elevations, and sections.
   c. Architectural details and large blow-ups completed.
   d. Finish, door, and hardware schedules completed, including all details.
   e. Site utility plans completed.
   f. Fixed equipment details and identification completed.
   g. Reflected ceiling plans completed.
   h. The District will coordinate a review conversation with the Architect and the District's consultant to allow for coordinating of potential mitigation scope

aligns with the modernization project CD. Architects must provide appropriate documentation for Industrial Hygienists to use for their project documentation.

i. Architect shall prepare temporary project signage documentation for the project(s).

s. Prepare Final Interim Housing document for DSA review and approval, based upon project need during the project construction phase.

3. Structural
   a. Structural floor plans and sections with detailing completed.
   b. Structural calculations completed.
4. Mechanical
   a. Large scale mechanical details completed.
   b. Mechanical schedules for equipment completed.
   c. Control device locations completed noting controls are "by District's sole source vendor Syserco."
   d. Completed electrical schematic for environmental cooling and exhaust equipment.
   e. Complete energy conservation calculations and report.
5. Electrical
   a. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
   b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
   c. All electrical equipment schedules completed.
   d. Special system components plans completed.
   e. Fire Alarm device and systems noting are "by District's sole source vendor Siemens."
   f. Electrical load calculations completed.
6. Plumbing

   Large scale plumbing incorporated into plans and specifications including domestic hot and cold water system, irrigation water system, sanitary sewer piping and condensation piping, gas piping and pipe runs, fire-domestic water split system phasing as appropriate for the main line into campus and identified agreed upon buildings to be included this phase, major plumbing equipment should be scheduled indicating size and capacity, piping should be substantially located and sized, plumbing plans shall indicate numbers and locations of fixtures and be in conformance with code-mandated fixture count requirements of Project, legend showing all symbols used on drawings, fully developed Specifications indicating quality level, manufacture and CD level details.

   For High school and Middles school campuses, if Alternate cost and design scenario(s) are accepted, the existing campus Combined Domestic Water/Fire Water will be separated into two independent water systems .

      i. Design is based upon a phased approach on separating water systems, with appropriate load calculations as required, and major pipe runs sized to interface with existing and new structures.

7. Civil
   a. All site plans, site utilities, parking and roadway systems completed.
   b. Include and refine into plans and specifications all large-scale plumbing
   c. Further refinement of Design Development Phase development of on and off-site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

d. Further refinement of DD Phase roadways, walkways, parking and storm drainage improvements. Includes details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
e. For High school and Middles school campuses, if Alternate cost and design scenario(s) are accepted, the existing campus Combined Domestic Water/Fire Water will be separated into two independent water systems .
    i. Design is based upon a phased approach on separating water systems, with appropriate load calculations as required, and major pipe runs sized to interface with existing and new structures.

8. Landscape
    a. All site plans identify surface improvements including landscape areas, playgrounds and equipment to reflect updates from the DD Phase Documents.
    b. Irrigation - water system with major pipe runs sized to interface with existing site conditions.
9. Commissioning
    a. Coordinate with the designated building commissioning agent for the project and provide input as needed during the CD phase. Review and incorporate comments from the commissioning agent as appropriate and directed by the District PM.
10. Quality Assurance
    a. Using the final 100% CD set, the CM, LLB GC, and District PM, will perform an independent Constructability/Peer review. The CM, LLB GC will perform a Design Review of the drawings reviewing conformance with the design program. The Architect will be provided with the findings of the independent Constructability/Peer Review and Design Review. The Architect shall review the findings and respond to all comments noted per the forms provided. The CM, LLB GC, and District PM may elect to then review these responses with the Architect and engineering team in a meeting or series of meetings to address all items and the Architect's and engineering team responses. Upon review of the comments, the Architect and engineering team shall make all necessary changes to the drawings and specifications. These changes must be completed prior to DSA backcheck and approval.
11. Construction Cost Budget
    a. At 100% CD , Architect will prepare a cost estimate and meet with the CM, LLB GC, and District PM to reconcile this cost estimate with the independent cost estimate prepared by the LLB GC. The District PM will participate in this reconciliation process and retains the final decisioning on the reconciliation of the cost estimate. As part of this effort, provide recommended scope adjustments to bring the estimated cost of the project into conformance with the budget limit.
    b. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect. The final decisioning on the reconciliation of the cost estimate lies with District PM.
    c. Architect shall submit its proposed Construction Cost Budget to District and the CM for review and approval. At that time, Architect shall coordinate with CM, LLB GC, District PM to further develop, review, and reconcile the Construction Cost Budget. The final decisioning on the reconciliation of the cost estimate lies with District PM.
    d. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

e. All planned Bid Alternates are confirmed and updated to reflect current project cost status.

12. Specifications
    a. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
    b. No part of the specifications shall call for designated material, product, thing, or service by specific brand or trade name unless:
        i. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
        ii. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
    c. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by District and only with District's prior approval.
    d. At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to District.
    e. Coordination of the Specifications with specifications developed by other disciplines.
    f. Specifications shall be in CSI format as outlined in the District's Standards.
    g. For Bidding/GMP development with the LLB GC and for the GMP, Architect, LLB GC and CM shall review and comment on the District's Contract Documents, Addenda. Architect shall review and comment on District's construction Project Description, contract documents, integrate the District's front-end documents (the "Division 0" and "Division 1" specifications, Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazard Study, Addendum) into a Project Manual (manual includes the District prepared Front Ends, the AOR prepared technical specifications. ,the District's Hazardous Materials Specifications and Study, and Geotechnical Engineering and Geologic Hazard Study, Addendum), as provided by District PM and /or CM to the AOR, as part of its Services under the Agreement.
    h. Architect shall be responsible for bundling the Project Manual. The Project Manual will be a joint manual containing two parts: Part 1 includes the District prepared Front Ends "Division 0" and "Division 1" and Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazards Study, and any other required documents, as provided by District to the AOR, as part of the Project Manual; Part 2 includes the AOR prepared project technical specifications ~~and drawings~~.
    i. The CM will review and verify the Project Manual with District PM..
    j. The CM, in coordination and oversight of the District PM, will be responsible for distributing the Architect provided Project Manual, as a final document to be shared externally.
    k. The District PM requires the complete Project Manual at least seven (7) business days prior to external publication.
    l. Architect shall coordinate a minimum two-year warranty requirement on all specified materials and systems.

13. Progress Set (90% CDs)
    When the CD design phase reaches 90% completion, the Architect shall upload its progress set to the District's Goggle drive or designated platform for review by the District PM, LLB GC and CM. Any comments on this "progress set" will be required to be addressed and incorporated into the final 100% CD DSA submittal set.

14. Constructability Review(s)
    LLB GC and CM shall conduct a constructability review of the CDs based upon the 90% CD set of documents. A report shall be provided to the District PM and Architect. The Architect shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.
    a. Architect shall incorporate and document agreed to Constructability / Peer Review and Design Review comments prepared by the LLB GC and CM based on the CD Phase documents.
    b. Architect shall incorporate the project budget and scope modifications developed on the basis of completed CD Phase documents and shall make the necessary design revisions to conform the project scope to the signed off CD Phase
    c. Recommend to the District PM and CM any changes to the District's standard General Conditions to protect more effectively the District's interests. Architect shall not incorporate any such changes into the CDs without prior written approval of the District.
    d. Coordinate with the designated building commissioning agent for the project and provide input as needed during the CD phase. Review and incorporate comments from the commissioning agent as appropriate and directed by the CM and District PM. Review final commissioning report draft with building commissioning agent and provide recommendations, comments, and identify any conflicts prior to the completion of the final commissioning report.
    e. Document review and back check shall affirm coordination of the district material and system standards
15. Phasing
    a. Architect shall meet with the LLB GC, CM, and District PM to coordinate development of final phasing plans, move schedules, and finalize interim housing plans (if applicable) and any descriptions of phasing (i.e., Increment, stage, phases, etc.)
    b. When the CD design phase reaches 100% completion, the Architect shall upload its progress set to the District's Google drive or designated platform (coordinate with District PM) for review by the LLB GC, CM, and District PM. Any comments on this informal progress set will be required to be addressed and incorporated into the final 100% CDs DSA submittal set.
16. Deliverables and Numbers of Copies
    Within thirty (30) days of the end of this Phase, Architect shall provide to District the following items produced in this Phase, together with one (1) copy of each item in indexed, PDF, electronic format:
    a. Working drawings;
    b. Specifications;
    c. Engineering calculations;
    d. Construction Cost Budgets;
    e. Statement of requirements for testing and inspection of service for compliance with CDs and applicable codes;
    f. Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
    g. Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved

Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

CONSTRUCTION DOCUMENTS FINAL BACK-CHECK STAGE

1. The CDs final back-check stage shall be for the purpose of Architect incorporating all regulatory agencies and District comments into the drawings, specifications, and 100% CD reconciled cost estimate. All changes made by Architect during this stage shall be at no additional cost to District.
2. The District's Hazardous Materials Specifications and Study and Geotechnical Engineering and Geologic Hazard Study shall be fully coordinated and integrated to the CD set submitted to the DSA, via a Project Manual, as part of the Contract Documents.
3. As discussed in the CD phase of work above, prior to issuance of the DSA Submittal Documents, the Architect shall subject all of the drawings and specifications to a complete, thorough, and documented quality control review.
4. The DSA Submittal shall, subject to DSA back-check comments, be fully detailed and coordinated with all sub-consultants, 100% complete, and ready for bid and construction.
5. CDs should be in the format as required by DSA for submittal. The District, at its discretion, may direct the Architect to participate in DSA's electronic plan submittal and review program. Architect shall comply with such request at no extra cost to the District.
6. As agent for the District, submit final documents to DSA. Revise and resubmit as required by DSA for the District to secure all approvals.
7. DSA Back-check. Architect shall incorporate all DSA back-check comments, Constructability / Peer Review comments, and Design Review comments into the design drawings and specifications per the schedule, as developed by the CM, LLB GC on behalf of the District PM. All changes to the drawings and specifications must be completed prior to the beginning of the bidding/GMP phase of the project.
   a. Architect shall update and refine the Consultants' completed Back-check CDs.
   b. Architect shall confirm that Architect and consultants have picked up all DSA backcheck comments and reconfirm that all constructability comments have been included in the DSA backcheck set.
8. The final Back-check CDs delivered to District upon completion of Architect's work shall be the DSA-approved Set and shall consist of the following:
   a. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
   b. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
   c. Project Manual including District Front Ends "Division 0" and "Division 1", Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazards Study, , and any other required documents.
   d. Contract Documents.
9. Conclusion of CD Phase requires final stamp-out by DSA.
   a. As required by the District PM, the CM, LLB GC, and Architect shall assist in presenting the *revised* CD scope and cost document to the District. This Project Cost Summary-Construction Document ("PCS-CD") meeting is intended to gain approval of the CD phase in order to advance to the DSA submittal and bidding phase of work.
   b. Upon completion of the presentation to the District, some changes may be required. Any such changes shall be documented and issued to the Architect for incorporation into the CDs. Upon acknowledgement of any such changes, (if

required) the District PM shall issue to the Architect an Acceptance letter and PSC-CD which summarizes the *final* CD project scope, budget and design fee reconciliation inclusive of all agreed upon project alternatives.

c. Acceptance of the CD phase of work and authorization to proceed to the DSA submittal and Construction bidding/GMP phase of work.

10. Other services the Architect shall provide in the CD phase include assisting the District in obtaining approvals from appropriate authorities, and additional presentations and meetings with District Departments, school site personnel, and the community, as required and directed by the District PM.
11. Meetings
    During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J and as noted below:
    a. The Architect shall participate in a CD scope and cost review reconciliation workshop(s) with the District. These meetings are intended to gain approval of the design in order to advance to the DSA submittal phase of work. Upon completion of the meeting(s)/ presentation to the District, some changes may be required. Any such changes shall be documented and issued to the Architect for incorporation into the CDs. Upon acknowledgement of any such changes, if required, the District shall issue to the Architect acceptance of the Design and authorization to proceed.
    b. The Architect should assume school community workshop planning sessions during the construction document phase. This would include certified and classified staff and members of the parent community.
    c. The Architect shall meet with the District every two weeks during this phase of the project.
12. Presentation
    a. Architect shall present and review with District the detailed (final) Construction Document Package. This review may occur during the bi-weekly District meeting program.
    b. Architect shall present and review with school community the detailed (final) CD Package.

G. BIDDING/ GUARANTEED MAXIMUM PRICE ("GMP") PHASE

Upon District's acceptance of Architect's work in the CD Phase and assuming District has not delayed or terminated the Agreement, Architect shall collaborate with the LLB GC, CM, and the District PM to deliver Bidding/GMP Phase services for District under the Contract Documents. Architect will assist in integrating elements of the CDs approved by DSA into the District's front-end documents and project manual bundle included in the Contract Documents, in preparation for issuance of a complete set of bid documents, as follows:

1. Coordinate with LLB GC, CM, District PM to prepare a complete set of bid documents (plans and specifications, project manual bundle, Contract Documents) including the DSA Submittal approved by DSA.
2. CM to be responsible for generating and collating the addenda responses and attachments and formatting of the addenda for joint review by the LLB GC, CM and Architect. CM is responsible for providing the District with originals of all addenda to be issued and for coordinating distribution with the District PM.
3. Bid documents shall incorporate and fully coordinate the various district consultant scopes of work such as, Hazardous Materials Specifications and Study, Geotechnical Engineering and Geologic Hazards Study, etc.

4. Collaborate with the LLB GC, CM to coordinate the bidding process which includes a defined subcontractor process and procedures for subcontractor bidding.
5. The bidding procedures and GMP contract development, expressed in the Contract Documents shall be the joint responsibility of LLB GC, CM, Architect and District. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a bidding/GMP Phase.
6. While the Project is being advertised for bids, all questions concerning intent shall be referred to District for screening and subsequent processing through the CM.
7. Participate, as required in subcontractor bidding questions and providing appropriate answers, as required. For example, LLB GC, CM and Architect, Architect's sub-consultants will need to respond to RFI's during Bid reviews.
8. In the event that items requiring interpretation of technical drawings or specifications are discovered during the bidding period, those items shall be analyzed by Architect for decision by District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by Architect and issued by District PM.
9. Architect will submit to and gain approval from DSA, as required for all appropriate addenda prior to construction.
10. The LLB GC, CM, and Architect shall assist the District with review, evaluation and, if necessary, recommendations for awarding the construction contract.
11. Attend all pre-bid job walks and lead review of project design scopes.
12. As part of the bid opening/GMP development, the architect shall participate in the process by reviewing, evaluating and, if necessary, offering recommendations for the final GMP.
13. Deliverables and Number of Copies
    Within fourteen (14) days of the end of this Bidding/GMP Phase, CM shall provide to District a one tabbed, PDF, electronic (1) copy of the following items produced in this Phase, in electronic format:
    a. Meeting report/minutes from the kick-off meeting;
    b. Meeting report/minutes from the pre-bid site walk.
14. Conformed Set-(Issue for Construction Set)
    Upon Board approval of the GMP Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued within 14 calendar days this set shall be referred to as the "Issue for Construction Set".
    a. Architect shall supply District with one (1) complete, digital (PDF) , indexed, reproducible, conforming set of plans and specifications marked as a "Issue for Construction- Conforming Set" with all changes "bubbled" in plans and specifications.
15. In the extraordinary event that documents must be issued for bid prior to DSA approval, the architect shall prepare appropriate documents summarizing the project scope inclusive of bid addenda to minimized scope gap for a full and complete bid. Potential impacts that we perceived DSA documentation and cost allowances. i.e. there may be a need to bid addendum documents or information required to assist in defining a scope of bid during the GMP Phase, the LLB GC maybe required to add a cost allowance within the final GMP addressing potential scope gap that could have been defined by a formal addendum document.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE AND CLOSE-OUT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform CA Phase services for District as follows:

a. Architect's responsibility to provide basic services for the CA Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon District's terminating the Agreement, whichever is earlier.
b. Utilize the bond program's web-based project management system software for full project document control.

Construction Oversight and Project Certification Process

1. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
2. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
3. Prior to commencement of construction, Architect shall provide PDF copy and (1) the DSA approved CDs and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
4. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
5. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved CDs. Personal contact shall include visits to the Project site by Architect or engineer or their qualified representative to observe construction. This staff member will be charged with representing the design team in responding to questions and clarifications needed on site to minimize disruption to construction. Other consultants representing specialty services are required to perform similar on-site services for periods agreed-to between the Architect and the District.
6. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved CDs.
7. Architect shall coordinate all responses to DSA field trip notes with the CM and District PM.
8. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
9. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
10. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved CDs so that District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of Architect are terminated

for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

Change Events, Change Orders, Contingency Expenditure Directives, Allowance Expenditure Directives

1. Architect, CM, and District PM shall review all of LLB GC Change Events, Change Orders, Contingency Expenditure Directives, Allowance Expenditure Directives to determine if those requests are valid and appropriate. Architect shall provide, upon request, a recommendation to CM and District PM as to whether the change should be approved, partially approved, returned to the LLB GC for clarification, or rejected within five (5) working days of receipt, including commentary on which portions of change event represent additional costs and which may be credits.
2. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders and approval by DSA. CM and/or District PM shall request these Construction Change Documents and drawings from Architect, which shall be provided at no additional cost unless designated as Extra Services by District. The original tracing(s) and/or drawings and contract wording for change orders Change Events, Change Orders, Contingency Expenditure Directives, Allowance Expenditure Directives shall be submitted to District PM for duplication and distribution. The CM will be responsible for analyzing cost submittals. The CM will prepare and process any required Contract Modifications, Change Events, Change Orders, or Change Expenditure Directives for the District, LLB GC and Architect.

Submittals

1. Architect shall review and approve or take other appropriate action upon LLB GC's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
2. Architect, upon request of the CM and/or District PM, shall review LLB GC's schedule of submittals and advise CM and/or District PM on whether that schedule is complete. Architect shall provide CM and/or District PM with proposed revisions to this schedule and advise CM and/or District PM on whether District should approve this schedule.
3. Architect's action upon LLB GC's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of LLB GC's while allowing sufficient time in Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from its receipt by Architect. Architect's response to each submittal shall be a substantive and acceptable response. These fourteen (14) daytimes period shall not include time when a submittal is within District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
4. Review and advise the District as to the approval of substitutions proposed by the LLB GC, including deadline for substitution changes, including advice as to whether or not acceptance of the substitutions will require substantial revision to the Contract Documents. Additional costs incurred by the Architect for substantial revision, as determined by the District, of documents to accommodate the substitutions or equals shall be compensated as Additional Services, if not due to Architect errors or omissions. Written notice of substantial revision review required

at least 20 calendar days in advance of submission of submittal to District to review.

ASIs.

During the course of construction as part of the basic services, Architect will prepare and issue Architect's Supplemental Instruction (ASI's) for contract changes and/or clarifications to the drawings as approved and directed by the CM, District PM as soon as possible so as not to delay the prosecution of the work.

RFIs.

During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the CM and Project Inspector, if any.

1. Categorize all RFIs by attributes as listed. This will assist the District in tracking the percentage of additional costs incurred attributable to, for example, Owner requests, Architect responsibility, unforeseen conditions, LLB GC responsibility, other LLB GC generated conditions, and new regulatory mandates.

Notices of Deficient Work

On the basis of on-site observations, Architect shall keep District informed of the progress and the quality of the work and shall endeavor to guard District against defects and deficiencies in the work. Architect shall timely notify District in writing of any defects or deficiencies in the work by any of District's LLB GC that Architect may observe. However, Architect shall not be a guarantor of the LLB GC's performance.

Inspections and Testing

1. The District will be responsible for providing day-to-day field inspection services and shall cooperate and coordinate with the Architect in matters pertaining to the Architect's work. The Architect and its sub-consultants shall, in turn, coordinate and cooperate with the CM to time visits jointly to observe and discuss the LLB GC's field work and installation to reduce duplication of work. There will be times when the requested architectural presence or visits shall have simultaneous bilateral or trilateral LLB GC representation and attendance. Architect shall also coordinate and cooperate as needed with the designated building commissioning agent as required and directed by the CM, District PM.
2. Review proposed procedures and results of testing and special inspection procedures that are required by the construction Contract Documents, and report comments to the District. Review and advise the District on special testing and/or inspection that may arise due to field conditions or as requested by appropriate authorities. It is understood that separate contracts for testing and special inspection consultants, laboratories or agencies will be arranged by the CM for approval by the District. Attend inspections with appropriate consultants when requested to do so by the District.
3. The Architect shall advise the District to reject work that the Architect knows does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to implement the intent of the Contract Documents, the Architect will advise the District to require additional inspection or testing of the

work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed.

Punchlist

After compilation of the initial punch list by the LLB GC, the Architect, in coordination with the CM, will develop the final punch list, participate in site visits to determine and track the status of the acceptability of all punch list items, participate in the final review of the Project and advise the District as to the approval of work performed by LLB GC. The Architect formally sign-off on the completed project punch list.

Commissioning

Cooperate with District's building commissioning agent in arranging for building commissioning, start-up and testing, adjusting and balancing and the coordination of operational testing and proper functioning of all installed equipment.

As-Built Drawings.

Architect, in conjunction with the CM, shall review and evaluate for District the LLB GC's documentation of the actual construction performed during the Project that the LLB GCs should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and Change Events, Change Orders, Contingency Expenditure Directives, Allowance Expenditure Directives , and detailed by District's LLB GC on a Conforming Set. The LLB GC shall submit to the Architect a single posted PDF set of Constriction Documents for their use in preparing Record Drawings (documents)

O&M Manuals and Warranties.

Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. Warranty timeline is a 2-year period.

Start-up.

Architect shall also provide, at District's request, architectural/engineering advice to District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the LLB GC's work.

a. Update checklists of all special inspection and testing, equipment startups, submittals, warranties, guarantees, maintenance and operation manuals, extra stock requirements and all other close-out documents that will be required of the LLB GC or assist CM in doing so as directed.

Payment Statements.

Recommendations of Payment by Architect constitute Architect's representation to District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

a. Conduct observations and review completed work to determine the date or dates of beneficial occupancy and the date of final completion and in writing advise the District as to the same. The Architect shall advise the District as to the appropriateness of the issuance of a Contract Payment Final Recommendation.

Claims

Review and advise the District and attend meetings when requested on claims, disputes and other matters in question between LLB GC and the District relating to the interpretation of the construction Contract Documents or proposed changes to the same.

Meetings

During this CA Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

1. The Architect and its sub-consultants, as appropriate to the stage of construction, shall make routine visits to the project site on a weekly basis to attend progress meetings and be available on a pre-arranged basis to observe that the progress of the work, the character, scope and quality of construction, the finish materials, compliance with applicable codes and the standard of workmanship generally conforms with the intent of the design as expressed in the Contract Documents and by the Architect's directives. These visits are not to be construed to require supervision or inspection.
2. The Architect shall advise and report to the District in writing of any non-conforming items or issues of concern observed during such visits. The Architect shall attend project meetings as requested by the District. Such visits, project meetings and project reports shall occur no less than once a week, and more often as may be necessary to clarify items in the work or to clarify the Architect's intent in the design of the project in the event such clarifications are necessary. The Architect's sub-consultants shall make such visits and attend project meetings when appropriate to observe the progress of work designed or specified by them.

I CLOSE OUT PHASE

As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for District as required in a timely manner:

1. Architect, in coordination with the CM/District PM, shall review the Project and observe the construction as required to determine when the LLB GC has completed the construction of the Project and shall complete Architect close out lists, and District PM provided punch lists of items that remain in need of correction or completion.
2. Architect, in coordination with the CM/District PM, will review and comment on the CM collected documents including CM project close out lists. CM will forward to District and/or designated representatives all written warranties, operation manuals, and spare parts, and close out lists.
3. The Architect, upon request from the CM/District PM, shall assist District maintenance and operation personnel in conducting Warranty Inspections during the Warranty Period following Final Completion as set forth below. In the event of phased construction and phased beneficial occupancy, the following activities shall apply to each phase:
    a. Architect, shall observe and review the condition of completed work and provide assistance to the District to develop a list of Corrective Warranty Work. shall be responsible for all scheduling for completion of systems, components, equipment, and finishes that have failed to meet the specified performance criteria or the terms of specific product warranties during the warranty period following Substantial Completion.

b. The Final Warranty review shall take place no earlier than the 21st month following warranty effective date and no later the month following warranty effective date. If required, upon request, the Architect shall coordinate with the designated building commissioning agent as directed by the District PM.
c. In the event that systems, components, equipment, and finishes fail to meet the specified performance criteria or the terms of specific product warranties at any time prior to the Final Warranty review, District PM shall observe and review the condition of completed work and provide assistance to the District to develop a list of Corrective Warranty Work and a schedule for completion.
d. The District PM may agree to final payment before the warranty period expires.

4. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
5. Architect shall respond to the DSA "90-day" letter.
6. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the LLB GC's contract.
7. Architect shall prepare a set of Record Drawings for the Project, as required by District and coordinated by the CM and/or District PM based upon the received As Built Document Set.
    a. Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and Change Events, Change Orders, Contingency Expenditure Directives, Allowance Expenditure Directives based upon the construction LLB GC's representations of actual construction. Architect shall deliver the Record Drawings to District at completion of the construction in a format acceptable to District, and it shall be a condition precedent to District's approval of Architect's final payment.
        i. Provide Record Documents in both an indexed, electronic PDF, and "live" CADD-based editable files of site and building plans ready for use by District Facilities Staff.
        ii. Provide one set of Record Documents as follows:
            a) A complete set of CDs incorporating LLB GC's mark-ups of all changes.
            b) A simplified set of drawings including site plan and floor plans with room names and numbers and door swings and numbers. Drawings to be provided as one indexed, electronic PDF set to the District's CM.
            c) The CADD drawing files shall be bound by sheet with Xrefs (external reference, a method to link external files into a main drawing for better organization) and similarly linked files, so that all necessary files required to read each sheet are included. Each sheet shall be tested to ensure it is correctly bound with all external references and shall be appropriately named using the sheet number. Record documents set, drawings and specifications to have indexes updated to reflect any changes that have occurred.
            d) Provide an indexed, electronic PDF and original Word document electronic versions of the Project Manual / specifications via shared file transfer.
        iii. Architect may insert the following notice on the Record Drawings:

a) "These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care."

iv. Record drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project

8. Upon request of the District PM, the Architect will assist in coordination of all Services required to close-out the design and construction of the Project with District and among Consultants.
9. When the design and construction of the Project is complete, District shall prepare and record with the County Recorder a Notice of Completion for the Project.
10. Deliverables and Number of Copies
    a. Upon completion of the Project, all related Project documents, Record Drawings, and DSA-required documents. These are the sole property of District.
    b. Campus specific documentation prepared by the Architect;
        i. Campus facility map and site/floor plan diagram identifying all major rooms and spaces and key utility shut-off locations and control stations. Example diagram available from District M & O Office. PDF and Auto CADD format.
        ii. Fire Evacuation site/floor plan diagram identifying all major rooms and spaces. PDF and Auto CADD format.
        iii. Updated campus 1A Diagrams as outlined by the Office of School Planning, California Department of Education, in an electronic, PDF indexed and Auto CADD format.
11. Meetings
    During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J and as noted below:
    a. Architect shall visit the District PM, CM as necessary or when requested, sufficient to determine that the Project is in accordance with the plans, specifications and all required contractual obligations.

J. MEETINGS / SITE VISITS / WORKSHOPS

Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

1. General Meeting, Site Visit, and Workshop Requirements
    a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, LLB GC, and/or CM, as applicable.
    b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to District and/or its representative for inclusion in the overall Project documentation.

c. As required, Architect shall provide at no additional cost to District copies of all documents or other information needed for each meeting, site visit, and workshop.
d. Each meeting may last up to a full day (eight (8) hours) and shall be held at District office or at the Project site, unless otherwise indicated.
e. District intends to bring on a LLB GC and CM, the Architect will be responsible for coordinating with the LLB GC, CM, and District PM during the design and construction phases (i.e., SD, DD, CD, construction admin, closeout, etc.) with items such as constructability review, front ends, scheduling, bidding/GMP development and generation, value engineering and cost estimating.
f. Refer to specific phase section for detailed information concerning meetings associated with each subsection. I.e., SD, DD, CD, etc.
g. Meetings by Building Use: Depending on the size of the school and complexity of the campus project, it may be appropriate to include meetings by building use or type (i.e., Athletics, CTE, Science, GE classrooms, Wellness, Administration, etc.)

2. Meetings During at Project Start-Up: One (1) Kick-off meeting
   a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
      i. Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
      ii. The Project kick-off meeting will introduce key team members from District and Architect to each other, defining roles and responsibilities related to the Project.
      iii. During this meeting, Architect shall:
         a) Identify and review pertinent information and/or documentation necessary from District for the completion of the Project.
         b) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
         c) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
         d) Review documentation of the Project kick-off meeting prepared by District's representative and comment prior to distribution.

3. Meetings During Schematic Design Phase
   a. Within the first two weeks following the start of the SD Phase, Architect shall conduct one (1) design workshop[s] with District's facilities team and site personnel to complete a basic design framework. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with Architect's preliminary design. This workshop shall include the following:
      i. Architect shall designate its team member duties and responsibilities.
      ii. Architect and District shall review District goals and expectations.
      iii. District shall provide input and requirements.
      iv. Architect, District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

v. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
vi. Establish methods to facilitate the communication and coordination efforts for the Project.
vii. Participate in LLB GC interview screening process.
viii. Coordinate with Schematic Phase section on identified meetings.

4. Meetings During Design Development Phase
   a. At the time designated for completion of the DD package, Architect shall conduct four(4) meeting[s] with District to review the following:
      i. Present the DD package for review and comment to proceed with preparation of final plans and specification.
         a) Architect, LLB GC, and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
      ii. Architect shall conduct value engineering workshop(s), as requested by District, which shall include all of Architect's Consultant(s), District, LLB GC, during the DD Phase. This workshop shall be ongoing and may include several meetings.
      iii. Participate in CM interview screening process, as requested by District.
      iv. Coordinate with Design Development Phase section on identified meetings.
5. Meetings During Construction Documents Phase
   a. CM shall lead a reconciliation of scope/cost workshop with the Architect, LLB GC, and District.
      i. CM shall lead one (1) scope/cost workshop.
      ii. If required, a follow up may be required.
      iii. Coordinate with Construction Document Phase section on identified meetings.
6. Meetings During Bidding/GMP Phase
   a. Attend and take part in pre-bid site walks/ meeting(s), per package or submittal, with all potential subcontractor bidders, LLB GC, District staff, and CM.
   b. Participate in subcontractor bidding questions and providing appropriate answers, as required.
7. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)
   a. Attend project kick-off meeting(s) with the project team, LLB GC, District PM, and CM to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.
   b. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
   c. Participate in weekly Project meetings with LLB GC, CM and District PM, to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings and weekly site walks, at no additional cost to District, until the work of the Project is complete.

d. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

8. Citizens' Bond Oversight Committee Meetings
   a. Architect acknowledges that the design and construction of the Project is subject to oversight by District's citizen bond oversight committee. Architect shall, at District's direction, attend District citizen bond oversight committee meeting(s) and present Architect's design to District's citizen bond oversight committee for review.
   b. Architects shall provide an allowance to attend two (2) CBOC meetings during the life of the contract.
9. Governing Board Meetings
   a. Architect acknowledges that District's Governing Board must approve all designs. Architect shall, at District's direction, attend District Governing Board meeting(s) and present Architect's design to District's Governing Board for review and approval.
   b. Architects shall provide an allowance to attend two (2) Governing Board meetings during the life of the contract.
10. Meetings by Building Type
   a. Depending on the size of the school and complexity of the campus project, it may be appropriate to include meetings by building type (i.e., Athletics, CTE, Science, GE classrooms, Wellness, Administration, etc.)
   b. This quantity shall be negotiated and justified, as appropriate, for each campus project in the AOR's proposal.

END OF EXHIBIT

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by District:

A. Providing services as directed by District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit A**.

B. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.

C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

E. Providing services made necessary by the default of Contractor(s).

F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

G. Providing services as an expert and/or witness for District in any mediation, arbitration, and/or trial in which Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	**Hourly Rate**
Principal In Charge:	$315
Design/Engineering Leader:	$300
Senior Project Manager:	$285
Senior Project Architect/Engineer:	$275
Project Manager	$265
Project Architect/Designer	$250
Project Engineer	$240
Interior Designer	$210
Job Captain/Project Coordinator	$185
Design & Technical Support	$150
Administration	$135

I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

1. The following reimbursable items are approved for mark-up:

a. Sub-consultant Invoices.

2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices**

Architect acknowledges that District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six-hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager (CM), and project inspector (IOR).	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT C

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver one (1) electronic copy to District along with the monthly billing.

B. Architect shall complete Services required under the Schematic Design ("SD") Phase within **135 calendar days** after written authorization from District to proceed.

C. Architect shall complete Services required under the Design Development ("DD") Phase within **149 calendar days** after receipt of a written authorization from District to proceed.

D. Architect shall complete Services required under Construction Documents ("CD") Phase within **191 calendar days** after written authorization from District PM to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. 90% Submittal Package 3 **138 calendar days**
2. Final Contract Documents after Final Back-Check Stage **244 calendar days**

E. The durations stated above include the review periods of **42 calendar days** required by the District.

F. All times set forth in Sections A through E to complete tasks of this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District. Dates in table shown are for general reference.

Task Name:	Duration (calendar days):	Start	Finish
Board Authorization - Part II	1	5/7/2026	5/7/2026
Execute AOR Agreement	1	5/8/2026	5/15/26
SCHEMATIC DESIGN PHASE	**135**	**5/18/2026**	9/30/2026
Meetings			
HED / BMT Bi-Weekly Meetings	Ongoing	Every Two Weeks	
Design Team Kickoff Meeting	1	5/20/2026	5/20/2026
School Site Meeting #1	1	5/15/2026	5/15/2026
School Site Meeting #2	1	6/2/2026	6/2/2026
School Site Meeting #3	1	As Staff Available	As Staff Available
School Site Meeting #4	1	As Staff Available	As Staff Available
Preliminary DSA Meeting	1	6/17/2026	6/17/2026
M&O and IT Meeting	1	8/15/2026	8/15/2026
Schematic Design Drawings, Specs, BOD	74	5/18/2026	7/31/2026
SD Scope / Budget Reconciliation	61	7/31/2026	9/30/2026
Review Scope with BMT	1	8/12/2026	8/12/2026
SD Cost Estimate	21	7/31/2026	8/21/2026
BMT Cost Estimate	21	7/31/2026	8/21/2026
Budget Reconciliation Mtg #1	1	8/26/2026	8/26/2026
Reconcile Scope and Cost	14	8/26/2026	9/9/2026
Budget Reconciliation Mtg #2	1	9/16/2026	9/16/2026
BMT (PSC & Next Phase Authorization)	14	9/16/2026	9/30/2026
DESIGN DEVELOPMENT PHASE	**149**	**10/1/26**	**2/26/27**
Meetings			
HED / BMT Bi-Weekly Meetings	Ongoing	Every Two Weeks	
Design Team Kickoff Meeting	1	10/1/26	10/1/26
School Site Meeting #1	1	10/14/2026	10/14/2026
School Site Meeting #2	1	11/11/2026	11/11/2026
M&O and IT Meeting	1	10/28/2026	10/28/2026
Local Fire Marshal Prelim Review	1	11/18/2026	11/18/2026

Design Development Drawings, Specs	106	10/1/2026	1/15/2027
DD Scope / Budget Reconciliation	42	1/15/2027	2/26/2027
Review Scope with BMT	1	1/27/2026	1/27/2026
DD Cost Estimate	21	1/15/2027	2/5/2027
BMT/LLB Cost Estimate	21	1/15/2027	2/5/2027
Budget Reconciliation Mtg #1	1	2/10/2027	2/10/2027
Reconcile Scope and Cost	7	2/10/2027	2/17/2026
Budget Reconciliation Mtg #2	1	2/19/2026	2/19/2026
BMT (PSC & Next Phase Authorization)	7	2/19/2026	2/26/2027
CONSTRUCTION DOCUMENTS PHASE	**191**	**3/1/2027**	**9/22/27**
Meetings			
HED / BMT Bi-Weekly Meetings	Ongoing	Every Two Weeks	
Design Team Kickoff Meeting	1	3/1/2027	3/1/2027
CM Scope and Cost Workshop	1	3/17/2027	3/17/2027
CM/LLB GC and District Meeting	1	4/14/2027	4/14/2027
DSA Project Registration	1	3/31/2027	3/31/2027
90% Construction Documents Drawings, Specs	**138**	**3/1/2027**	**7/16/2027**
CD Scope / Budget Reconciliation (TBD BASED ON PACKAGES)	49	7/16/2026	9/6/27
Review Scope with BMT	1	7/28/2027	7/28/2027
90% CD Cost Estimate	14	7/16/2026	7/30/2027
BMT/LLB Cost Estimate	14	7/16/2026	7/30/2027
Budget Reconciliation Mtg #1	1	8/11/27	8/11/27
HED / BMT Review Prior to DSA Submittal	7	8/11/27	8/18/2027
Incorporate LLB / CM / BMT Constructability Review	7	8/18/2027	8/25/2027
Team Coordination	14	8/25/2027	9/8/2027
DSA Submittal	1	9/8/2027	9/8/27
DSA SUBMITTAL (TBD)	**244**	**9/8/27**	**5/9/28**
BIDDING PHASE	**60**	**tbd**	**tbd**
CONSTRUCTION ADMINISTRATION PHASE	**720**	**7/13/28**	**7/3/30**

EXHIBIT D

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A**, or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit B**, there shall be no payment for extra costs or expenses.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	**Phase Amount**
Schematic Design ("SD") Phase	16%
Design Development ("DD") Phase	17%
Construction Documents ("CD") Phase-Submittal to DSA	30%
Approval by DSA	5%
Bidding/GMP Phase	2%
Construction Contract Administration Phase	25%
Close Out Phase	5%
Generate Punch List 1%	
Sign Off On Punch List 1%	
Receive and Review All M & O Documents 1%	
Filing All DSA Required Close Out Documents 1%	
Receiving DSA Close Out, including DSA, Preparation and approval of the final set of Record Drawings, Evacuation maps updated. Provide updated 1A diagrams, 1%	
TOTAL BASE COMPENSATION	**100%**

B. Method of Payment

1. Invoices shall be on a form approved by District and are to be submitted to District via District's authorized representative.

2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to District for approval a copy of Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Schematic Design ("SD") Phase:

i. Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by District.

b. For Design Development ("DD") Phase:

i. Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by District.

c. For Construction Documents ("CD") Phase:

i. Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by District.

d. For Bidding/Guaranteed Maximum Price ("GMP") Phase:

i. Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon District's award of the bid.

e. For Construction Contract Administration ("CA")Phase:

i. Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon District's notice of completion.

f. For Close Out:

i. Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

Attachment D -

Part 2

FEE PROPOSAL - May 7, 2026

Project:	**Los Cerritos Elementary School Campus Modernization A/E**
Address:	**210 W. Orange Ave, SSF CA 94080**
Bond Project #:	**TBD**
Architect:	**HARLEY ELLIS DEVERAUX CORPORATION (HED)**
Proposal Date:	**4/17/2026**

Updated 04.14.2026

Part 2 Scope of Services & Tasks

Architecture by Phase/Hours	**Consultant Name**	**Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Total Hours for AOR**	**Total Fees by AOR Position**	**Grand Totals**
		Hourly Rate	**Schematic Design**		**Design Development**		**Construction Documents**		**DSA Approval / Project Approvals**		**Construction Bid and Procure/ GMP Phase**		**Construction Administration**		**Close Out Phase**		**Total Hours**	**Costs**	**Totals**
Principal in charge	HED Design	$315	120	$37,800	80	$25,200	72	$22,680	8	$2,520	10	$3,150	70	$22,050	8	$2,520	368	$115,920	
Educational Planner	HED Design	$300	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
Senior Project Manager	HED Design	$285	132	$37,620	144	$41,040	240	$68,400	24	$6,840	12	$3,420	140	$39,900	24	$6,840	716	$204,060	
Senior Project Architect	HED Design	$275	132	$36,300	180	$49,500	240	$66,000	40	$11,000	24	$6,600	280	$77,000	32	$8,800	928	$255,200	
Project Manager	HED Design	$265	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
Project Architect/Designer	HED Design	$250	180	$45,000	200	$50,000	420	$105,000	60	$15,000	24	$6,000	400	$100,000	80	$20,000	1,364	$341,000	
Job Captain/Project Coordinator	HED Design	$185	180	$33,300	220	$40,700	500	$92,500	120	$22,200	24	$4,440	240	$44,400	120	$22,200	1,404	$259,740	
Design & Technology Support	HED Design	$160	16	$2,560	12	$1,920	12	$1,920	4	$640	4	$640	4	$640	4	$640	56	$8,960	
Administration	HED Design	$135	12	$1,620	8	$1,080	8	$1,080	8	$1,080	4	$540	200	$27,000	6	$810	246	$33,210	
		$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
		$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	
Subtotal Architect's Hours by Phase			**772**	**$194,200**	**844**	**$209,440**	**1,492**	**$357,580**	**264**	**$59,280**	**102**	**$24,790**	**1,334**	**$310,990**	**274**	**$61,810**	**5,082**	**$1,218,090**	**$1,218,090**

Services By Phase	**Consultant Name**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Subtotal**	**Subtotal with Markup (5%)**	**Grand Totals**
Landscape Architect	HED	$ 12,320	$ 13,090	$ 23,100	$ 3,850	$ 1,540	$ 19,250	$ 3,850	$ 77,000	$80,850	
Mechanical/Plumbing/Sprinkler	H&M	$ 36,480	$ 38,760	$ 68,400	$ 11,400	$ 4,560	$ 57,000	$ 11,400	$ 228,000	$239,400	
Electrical/Telecom/AV/Security/PV	OMM	$ 35,840	$ 38,080	$ 67,200	$ 11,200	$ 4,480	$ 56,000	$ 11,200	$ 224,000	$235,200	
Structural *	HED	$ 19,200	$ 20,400	$ 36,000	$ 6,000	$ 2,400	$ 30,000	$ 6,000	$ 120,000	$126,000	
Civil Engineering	BKF Engineering	$ 22,720	$ 24,140	$ 42,600	$ 7,100	$ 2,840	$ 35,500	$ 7,100	$ 142,000	$149,100	
Building Envelope/ Waterproofing Consultant	McGinnis Chen	$ 6,080	$ 6,460	$ 11,400	$ 1,900	$ 760	$ 9,500	$ 1,900	$ 38,000	$39,900	
Cost Estimator	Silva	$ 9,421	$ 10,010	$ 17,664	$ 2,944	$ 1,178	$ 14,720	$ 2,944	$ 58,880	$61,824	
Acoustical	Chu & Dohn	$ 8,000	$ 8,500	$ 15,000	$ 2,500	$ 1,000	$ 12,500	$ 2,500	$ 50,000	$52,500	
Food Service	RAS	$ 3,952	$ 4,199	$ 7,409	$ 1,235	$ 494	$ 6,175	$ 1,235	$ 24,698	$25,933	
Interior Design	HED	$ 7,680	$ 8,160	$ 14,400	$ 2,400	$ 960	$ 12,000	$ 2,400	$ 48,000	$50,400	
Subtotal Base Services/ Subconsultants:**		**$ 161,692**	**$ 171,798**	**$ 303,173**	**$ 50,529**	**$ 20,212**	**$ 252,645**	**$ 50,529**	**$ 1,010,578**	**$1,061,107**	**$1,061,107**
Base Design (AOR + Consultants) - excludes Alternates		#########	#########	#########	**$ 109,809**	**$ 45,002**	**$ 563,635**	**$ 112,339**	##########	**$2,279,197**	**$2,279,197**
% of of Fee per Phase		**15.6%**	**16.73%**	**28.99%**	**4.82%**	**1.97%**	**24.73%**	**4.93%**	**no mark up**	**100.00%**	**97.78%**
BMT Target		**16.00%**	**17.00%**	**30.00%**	**5.00%**	**2.00%**	**25.00%**	**5.00%**			

* Tier 1 & Tier 2 Assessment are available, identify any sub-part cost associated with the Structural Mitigation Study

**Define percentage of sub-consultant mark-up

Note: Site Topographical Survey and Utility Location Survey provided by District

Accepted Alternates (Per Acceptance Letter)	**Consultant Name** (okay to insert multiple consultants in a line)	Insert cost of Alternate per PSC	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Subtotal**	**Sutotal w/Markup** (5%)	**Grand Totals**
#1, Site Resurfacing & Painting	HED & HED		$ 7,009	$ 7,447	$ 13,141	$ 2,190	$ 876	$ 10,951	$ 2,190	$ 43,804	$45,994	
#2, Soccer Field Turf	HED, HED, BKF		$ 3,840	$ 4,080	$ 7,200	$ 1,200	$ 480	$ 6,000	$ 1,200	$ 24,000	$25,200	
#3, Window Replacement	HED, McGinnis Chen		$ 19,918	$ 21,163	$ 37,347	$ 6,225	$ 2,490	$ 31,123	$ 6,225	$ 124,490	$130,715	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0	
Subtotal Alternates			**$ 30,767**	**$ 32,690**	**$ 57,688**	**$ 9,615**	**$ 3,846**	**$ 48,074**	**$ 9,615**	**$ 192,294**	**$201,908.70**	**$201,909**
*Accepted Alternates May Be Unfunded										$ 192,294		
Total Design Basis (Base AOR + Base Consultants + Accepted Alternates)			**$ 386,660**	**$ 413,928**	**$ 718,442**	**$ 119,424**	**$ 48,847**	**$ 611,708**	**$ 121,954**	**$ 1,207,954**	**$ 2,481,106**	**$2,481,106**

Reimbursable Expense Allowance at 3%	$68,376

END OF EXHIBIT

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: May 7, 2026

RE: Approval of Amendment No. 2 to the Professional Services Agreement with Noll & Tam Architects for Professional Services for Additional Site Utility Replacement Scope for the Sunshine Gardens ES Modernization Project

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

On December 14, 2023, the Board of Trustees approved the professional services agreement with Noll & Tam Architects to provide project assessment services for the Sunshine Gardens Elementary School Modernization Project. The project assessment was Part 1 of a two-part architectural agreement for this project.

This agreement modification incorporates professional services for additional site utility replacement scope outside the original contractual scope.

FISCAL IMPLICATIONS:

The total cost of the additional services is $11,440.00. This will be paid for through the Measure T Bond Program (Fund 21).

Agreement	Date	Total
Original Agreement	December 14, 2023	$279,879.00
Amendment No. 1 - Part II Services	February 27, 2025	$3,636,972.00
Amendment No. 2 - Professional Services for Additional Site Utility Replacement Scope	May 7, 2026	$11,440.00
Adjusted Total		**$3,928,291.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 2 to the agreement with Noll & Tam Architects for professional services for additional site utility replacement work on the Sunshine Gardens ES Modernization Project in the amount of $11,440.00.

Sunshine Gardens Elementary School Modernization

ADDITIONAL SERVICE REQUEST NO. 1

April 27, 2026

NOLL & TAM ARCHITECTS

Ms. Lori Shelton, Director Measure T Bond Program
South San Francisco Unified School District
398 B Street, South San Francisco, CA 94080

Re: SGES Site Utility Replacement

Dear Ms. Shelton,

Per request from the Bond Management Team, Noll & Tam Architects is presenting a proposal for site utility replacement scope outside the limits of the current contractual scope of work. Our understanding of the work and proposed fees are described below and in the attached proposal from BKF, and are subject to revision as mutually agreed upon.

Scope of Work:

Below is a summary of the additional scope of services:

1. Civil plan drawings and details for replacement of portions of site storm drain and sanitary sewer utilities
2. Hydrant Calculations
3. Construction Administration (CA) related to this scope of work

Fees:

Our basic fee for this scope shall be lump sum fixed fee, billed monthly on a percent complete basis. Services rendered beyond the agreed scope of work will be billed at our hourly rates.

	Design Phase	Bidding - Close Out	Total
BKF Engineers	$7,072	$3,328	$10,400
Noll & Tam Architects	$707	$333	$1,040
ASR 1 Fee Total	**$7,779**	**$3,661**	**$11,440**

Sincerely,

Zachary Goodman
Name
Principal

Approved:

Lori Shelton **date**
Director

December 19, 2025
BKF No. 20232109

Emily Owens
Noll & Tam Architects
729 Heinz Avenue, #7
Berkeley, CA 94710
Transmitted Via Email: Emily.owens@nollandtam.com

Subject: Sunshine Gardens Elementary School, South San Francisco
Additional Service Request – Site Utility Replacement

Dear Emily:

Per your request, we have prepared this additional service request that addresses work outside the limits of our current contractual scope of work. Below I have identified each item with the approximate level of effort needed to address the additional tasks.

I. ADDITIONAL SCOPE OF SERVICES

TASK 1: SITE UTILITY REPLACEMENT

1. Civil Drawings: BKF will coordinate with the Architect and design team to prepare civil utility plan drawings and details for the replacement of site storm drain and sanitary sewer utilities for DSA review and approval. It is assumed approximately 35% of the total site storm drain and sanitary sewer utilities will be replaced in-kind.
2. Hydrant Calculations: BKF will coordinate and provide proposed fire hydrant calculations demonstrating minimum fire flow for DSA and Fire Department approval. Fire hydrant calculations will be based on fire flow information provided by the District and/or Cal Water.
3. Construction Administration: BKF has allocated time for utility replacement construction support services including written response to requests for information (RFI's) and review of contractor submittals.

II. COMPENSATION

BKF proposes to provide the services on a lump sum basis:

Task	Description	Fee
1	Site Utility Replacement	$10,400
	Total Labor Fee	$10,400

Please contact me at 650-482-6306 if you have any questions regarding the additional scope items or if we need to meet to review them.

Respectfully,
BKF Engineers

Jonathan Tang, PE
Associate Principal

AMENDMENT NO. 2
TO
AGREEMENT FOR ARCHITECTURAL SERVICES
(AGREEMENT # 24011)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
WITH
NOLL & TAM ARCHITECTS

SUNSHINE GARDENS ELEMENTARY SCHOOL
MODERNIZATION PROJECT (PART 2)

May 7, 2026

Amendment No. 2 to the Agreement for architectural services for the Sunshine Gardens Elementary School Modernization Part II project as approved by the Board on May 7, 2026.

The work includes the professional services for additional site utility replacement work outside the original contractual scope.

Compensation under the Agreement as stated in Article 6; and is updated and summarized below.

1. **Article 6 Fee and Method of Payment sub-section 6.1**

Agreement	Date	Total
Original Agreement	December 14, 2023	$279,879.00
Amendment No. 1-Part II Services	February 27, 2025	$3,636,972.00
Amendment No. 2 – Additional Utility Replacement	May 7, 2026	$11,440.00
Adjusted Total		**$3,928,291.00**

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-PART II
- EXHIBIT D – PAYMENT SCHEDULE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

By _____ _____

Ted O — Date

Assistant Superintendent - Business Services

South San Francisco Unified School District

By _____ 4/27/2026

Noll & Tam Architects — Date

EXHIBIT A
RESPONSIBILITIES AND SERVICES OF ARCHITECT

The Responsibilities and Services of the Architect represent additional scope of work added to the project.

Additional Scope of Work:

1. Civil Drawings: BKF will coordinate with the Architect and design team to prepare civil utility plan drawings and details for the replacement of site storm drain and sanitary sewer utilities for DSA review and approval. It is assumed that approximately 35% of the total site storm drain and sanitary sewer utilities will be replaced in-kind.
2. Hydrant Calculations: BKF will coordinate and provide proposed fire hydrant calculations demonstrating minimum fire flow for DSA and Fire Department approval. Fire hydrant calculations will be based on fire flow information provided by the District and/or Cal Water.
3. Construction Administration (CA): BKF has allocated time for utility replacement construction support services including written response to requests for information (RFI's) and review of contractor submittals.

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 SERVICES ITEMS:

	Design Phase	Bidding through Close Out
BKF Engineers	$7,072.00	$3,328.00
Noll & Tam Architects	$707.00	$333.00
Phase Total	**$7,779.00**	**$3,661.00**
Additional Fee Total		**$11,440.00**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Toby Lee, Director of Facilities & Safety

DATE: May 7, 2026

RE: Agreement with Advanced Inspections Inc. for Inspector of Record Services for the HVAC Replacement Project at Skyline Elementary School

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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:

At the April 9, 2026 board meeting, the Board of Trustees approved the contract with Zone 4 Construction for the replacement of HVAC units at Skyline Elementary School. The District is proceeding with this project.

In accordance with Division of the State Architect (DSA) requirements, the District must retain a qualified company to perform special inspection and testing services during construction.

FISCAL IMPLICATIONS:

$20,500 - Facilities Fund (Fund 40)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Advanced Inspections Inc. to provide inspector of record services for the HVAC replacement project at Skyline Elementary School in the amount of $20,500.

ADVANCED INSPECTIONS INC

381 15th Ave
San Francisco, CA 94118
(510) 962-2254

April 12th, 2026

To: Robert Kitchens, SSFUSD Project Manager

From: Jason Polyzos

Please find our proposal for DSA inspection services for the following project:

Skyline Elementary School – HVAC Project #01-122566

Project Duration: 6/01/26 – 8/30/26

Part time inspection and duties per Title 24, Part 1 (Sections 4-333 and 4-342)

DSA Class 3 inspection rate $125 per hour

39 days @ 4 hours per day/minimum = 156 hours

156 hours x $125 = $19,500

Admin and License Fees = $1,000

Contract Total: $20,500

Sincerely,

Jason Polyzos 4-12-26

Jason Polyzos
President, Advanced Inspections Inc.
DSA Class 1 Inspector #5818

INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTOR OF RECORD SERVICES

This Independent Consultant Agreement for Inspector of Record Services ("Agreement") is made and entered into as of the 8th Day of May 2026 by and between the South San Francisco Unified School District, ("District") and Advanced Inspection Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Inspector of Record services for the Skyline Elementary School: Alterations to 5-Buildings A, B, C, D & E: HVAC Replacement at 55 Christen Ave, Daly City, CA 94015 as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **June 1st 2026** and will diligently perform as required and complete performance by **September 1st, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

   __X__ Signed Agreement
   _____ Insurance Certificates and Endorsements
   _____ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty Thousand Five Hundred 0/100 Dollars ($20,500)**. District shall pay Consultant according to the following terms and conditions:

5. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

6. **Performance of Services.**

6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

6.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

6.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

7. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

8. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

   In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

9. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination**.

    11.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

    11.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        11.2.1. material violation of this Agreement by Consultant; or

        11.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

    Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this

Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification**.

12.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

12.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

12.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

13. **Insurance**.

13.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

13.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

13.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

13.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

14. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

14.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

14.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

14.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

14.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

15. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

17. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

18. **Not used**

19. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 Email: tedo@ssfusd.org	Advanced Inspections Inc. 381 15th Ave San Francisco, CA Email: polyzosj@gmail.com

25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

28. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

38. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: May 8th, 2026	Dated: _____, 2026
South San Francisco Unified School District	Advanced Inspections Inc.
Signed By: _____	Signed By:_____
Ted O.	Jason Polyzos
Assistant Superintendent Business Services	President, Advanced Inspections Inc. DSA Class 1 Inspector

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A

FEE PROPOSAL BREAKDOWN

ADVANCED INSPECTIONS INC

381 15th Ave
San Francisco, CA 94118
(510) 962-2254

April 12th, 2026

To: Robert Kitchens, SSFUSD Project Manager

From: Jason Polyzos

Please find our proposal for DSA inspection services for the following project:

Skyline Elementary School – HVAC Project #01-122566

Project Duration: 6/01/26 – 8/30/26

Part time inspection and duties per Title 24, Part 1 (Sections 4-333 and 4-342)

DSA Class 3 inspection rate $125 per hour

39 days @ 4 hours per day/minimum = 156 hours

156 hours x $125 = $19,500

Admin and License Fees = $1,000

Contract Total: $20,500

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Toby Lee, Director of Facilities & Safety

DATE: May 7, 2026

RE: Agreement with Advanced Inspections Inc. for Inspector of Record Services for the Special Education Classrooms Alteration Project at South San Francisco High School

---

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:

At the April 9, 2026 board meeting, the Board of Trustees approved the contract with Better Building Construction for the Alteration of the Special Education classrooms at South San Francisco High School. The District is proceeding with this project.

Construction of the project requires Inspector of Record (IOR) services in accordance with the California Division of the State Architect (DSA) requirements.

Advanced Inspections Inc. has submitted a proposal to provide Inspector of Record Services for this project. Inspection services will be performed in accordance with Title 24, Part 1, Sections 4-333 and 4-342, and will include part-time inspection services throughout the duration of construction.

FISCAL IMPLICATIONS:

$33,500 - Facilities Fund (Fund 40)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Advanced Inspections Inc. to provide inspector of record services for the special education classrooms alteration project at South San Francisco High School in the amount of $33,500.

ADVANCED INSPECTIONS INC

381 15th Ave
San Francisco, CA 94118
(510) 962-2254

April 12th, 2026

To: Robert Kitchens, SSFUSD Project Manager

From: Jason Polyzos

Please find our proposal for DSA inspection services for the following project:

South San Francisco High School – Bldg C & D Improvements #01-122274

Project Duration: 6/01/26 – 8/30/26

Part time inspection and duties per Title 24, Part 1 (Sections 4-333 and 4-342)

DSA Class 3 inspection rate $125 per hour

65 days @ 4 hours per day/minimum = 260 hours

260 hours x $125 = $32,500

Admin and License Fees = $1,000

Contract Total: $33,500

Sincerely,

Jason Polyzos 4/12/26

Jason Polyzos
President, Advanced Inspections Inc.
DSA Class 1 Inspector #5818

INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTOR OF RECORD SERVICES

This Independent Consultant Agreement for Inspector of Record Services ("Agreement") is made and entered into as of the 8th Day of May 2026 by and between the South San Francisco Unified School District, ("District") and Advanced Inspection Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Inspector of Record services for the South San Francisco High School: Alterations to 1-Elevator/Restroom Bldg. B And Classroom Bldg. C at 400 B St, South San Francisco, CA 94080 as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **June 1st, 2026,** and will diligently perform as required and complete performance by **September 1, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

   __X__ Signed Agreement
   _____ Insurance Certificates and Endorsements
   _____ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-Three Thousand Five Hundred 0/100 Dollars ($33,500)**. District shall pay Consultant according to the following terms and conditions:

5. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

6. **Performance of Services.**

6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

6.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

6.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

7. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

8. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

   In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

9. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination**.

    11.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

    11.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        11.2.1. material violation of this Agreement by Consultant; or

        11.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

    Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this

Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification**.

12.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

12.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

12.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

13. **Insurance**.

13.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

13.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

13.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

13.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

14. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

14.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

14.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

14.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

14.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

15. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

17. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

18. **Not used**

19. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 Email: tedo@ssfusd.org	Advanced Inspections Inc. 381 15th Ave San Francisco, CA Email: polyzosj@gmail.com

25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

28. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

38. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: May 8th, 2026	Dated: _____, 2026
South San Francisco Unified School District	Advanced Inspections Inc.
Signed By: _____	Signed By: _____
Ted O.	Jason Polyzos
Assistant Superintendent Business Services	President, Advanced Inspections Inc. DSA Class 1 Inspector

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A

FEE PROPOSAL BREAKDOWN, PAYMENT SCHEDULE and TENATIVE PROJECT SCHEDULE

ADVANCED INSPECTIONS INC

381 15th Ave
San Francisco, CA 94118
(510) 962-2254

April 12th, 2026

To: Robert Kitchens, SSFUSD Project Manager

From: Jason Polyzos

Please find our proposal for DSA inspection services for the following project:

South San Francisco High School – Bldg C & D Improvements #01-122274

Project Duration: 6/01/26 – 8/30/26

Part time inspection and duties per Title 24, Part 1 (Sections 4-333 and 4-342)

DSA Class 3 inspection rate $125 per hour

65 days @ 4 hours per day/minimum = 260 hours

260 hours x $125 = $32,500

Admin and License Fees = $1,000

Contract Total: $33,500

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Toby Lee, Director of Facilities & Safety

DATE: May 7, 2026

RE: Agreement with Ninyo & Moore for Special Inspection and Testing Services for the Special Education Classrooms Alteration Project at South San Francisco High School

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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:

At the April 9, 2026 board meeting, the Board of Trustees approved the contract with Better Building Construction for the Alteration of the Special Education classrooms at South San Francisco High School. The District is proceeding with this project.

In accordance with Division of the State Architect (DSA) requirements, the District must retain a qualified company to perform special inspection and testing services during construction.

FISCAL IMPLICATIONS:

$8,515 **-** Facilities Fund (Fund 40)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Ninyo & Moore for special inspection and testing services for the special education classroom alteration project at South San Francisco High School in the amount of $8,515.00**.**

Ninyo & Moore
A SOCOTEC COMPANY

April 13, 2026
Proposal No. 08SJO06-03733

Mr. Robert Kitchens
Facilities-Construction Project Manager
South San Francisco Unified School District
298 B Street, South San Francisco, California 94080

Subject: Proposal for Laboratory of Record Services
South San Francisco High School Alterations to Rooms
400 B Street, South San Francisco, California
DSA App No.: 01-122274; DSA File No.: 41-28

Dear Mr. Kitchens:

In accordance with your request, we are pleased to submit this cost proposal for laboratory of record services for the South San Francisco High School Alterations to Rooms Project in South San Francisco, California. This proposal includes cost estimates based on our review of the project plans, DSA 103 form, and our experience with similar projects.

PROPOSED SCOPE OF WORK

Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

Compaction Testing

- Sampling of subgrade soils and aggregate base material from the job site and transportation to our laboratory for testing.
- Maximum compacted density determinations in the laboratory accordance with ASTM D1557 for subgrade soils and aggregate base.
- In-place field density testing using a nuclear density gauge to determine the relative compaction of compacted subgrade soil and aggregate base.

Reinforced Concrete

- Review concrete mix designs submitted by the contractor for compliance with the project documents.
- Sampling and tagging of reinforcing steel at the shop.

- Tensile and bend tests of reinforcing steel in the laboratory.
- Concrete placement inspection including slump and temperature tests of concrete and cast compressive strength test specimens (1 set / 50 cubic yards) on site.
- Concrete sample pick-up and transportation to our laboratory for curing and testing.
- Compression testing of concrete cylinders in the laboratory.

Post-Installed Anchors

- Visual inspection during the installation of post installed anchors.
- Load testing including pull and torque testing of post-installed anchors.

Project Management

- Provide project management to include client liaison, work scheduling, quality review, and distribution of test data and daily field inspection reports.
- Preparation of daily field reports documenting items inspected.
- Prepare interim and final verified reports (DSA 291 & 293) at the conclusion of the project.

ESTIMATED FEE

We propose to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis in accordance with the attached Schedule of Fees. Our fee estimate for the scope of services described for this project is $8,515. Our detailed estimate of fees is attached (Table 1). Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly.

We sincerely appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

Lothus Hennefer, PE, PMP
Construction Services Manager

LMH/rk

Attachments: Table 1 - Breakdown of Estimated Fees
Schedule of Fees

Table 1 - Breakdown of Estimated Fee								
Compaction Testing								
Special Inspector	Compaction Testing of Subgrade and Aggregate Base	16	hours	@	$	115.00	/hour	$ 1,840.00
Proctor Density Test	Subgrade and Aggregate Base Material	2	tests	@	$	320.00	/test	$ 640.00
					Subtotal			**$ 2,480.00**
Reinforced Concrete								
Special Inspector	Reinforcing Steel Sampling and Tagging	8	hours	@	$	115.00	/hour	$ 920.00
Laboratory Testing	Reinforcing Steel Tensile and Bend Testing	4	tests	@	$	75.00	/test	$ 300.00
Special Inspector	Concrete Placement Inspection, Sampling & Testing (Slump & Temperature)	8	hours	@	$	115.00	/hour	$ 920.00
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	5	tests	@	$	35.00	/test	$ 175.00
					Subtotal			**$ 2,315.00**
Post-Installed Anchors								
Special Inspector	Post-Installed Anchors Installation Inspection and Testing	8	hours	@	$	115.00	/hour	$ 920.00
					Subtotal			**$ 920.00**
Other Charges								
Equipment		40	hours	@	$	12.00	/hour	$ 480.00
Vehicle		40	hours	@	$	15.00	/hour	$ 600.00
					Subtotal			**$ 1,080.00**
Project Management								
Geo Assistant	Dispatch	2	hours	@	$	95.00	/hour	$ 190.00
Project Engineer	Meetings, Project Coordination and Progress Reports	6	hours	@	$	185.00	/hour	$ 1,110.00
Principal Engineer	Project Oversight, Submittal Review and Final Reports (DSA 291 and DSA 293)	2	hours	@	$	210.00	/hour	$ 420.00
					Subtotal			**$ 1,720.00**
TOTAL ESTIMATED FEE								**$ 8,515.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 210
Senior Engineer/Geologist/Environmental Scientist	$ 200
Senior Project Engineer/Geologist/Environmental Scientist	$ 195
Project Engineer/Geologist/Environmental Scientist	$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	$ 170
Staff Engineer/Geologist/Environmental Scientist	$ 155
GIS Analyst	$ 130
Technical Illustrator/CAD Operator	$ 110

Field Staff

Certified Asbestos/Lead Technician	$ 195
Field Operations Manager	$ 130
Nondestructive Examination Technician (UT, MT, LP)	$ 125
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 115
Senior Technician	$ 110
Technician	$ 110

Administrative Staff

Information Specialist	$ 90
Geotechnical/Environmental/Laboratory Assistant	$ 95
Data Processor	$ 75

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Field Equipment	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 320
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cube compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 230
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate. Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL INSPECTOR OF RECORD SERVICES

This Independent Consultant Agreement for Special Inspector of Record Services ("Agreement") is made and entered into as of the 8th Day of May 2026 by and between the South San Francisco Unified School District, ("District") and Ninyo and Moore ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Inspector of Record services for the South San Francisco High School: Alterations to 1-Elevator/Restroom Bldg. B And Classroom Bldg. C at 400 B St, South San Francisco, CA 94080 as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **June 1st, 2026,** and will diligently perform as required and complete performance by **September 1, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

   __X__ Signed Agreement
   __X__ Insurance Certificates and Endorsements
   __X__ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Thousand Five Hundred Fifteen Dollars ($8,515)**. District shall pay Consultant according to the following terms and conditions:

5. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

6. **Performance of Services.**

6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

6.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

6.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

7. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

8. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

   In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

9. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination**.

    11.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

    11.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        11.2.1. material violation of this Agreement by Consultant; or

        11.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

    Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this

Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification**.

12.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

12.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

12.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

13. **Insurance**.

13.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

13.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

13.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

13.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

14. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

14.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

14.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

14.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

14.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

15. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

17. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

18. **Not used**

19. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 Email: tedo@ssfusd.org	NINYO & MOORE, A SOCOTEC COMPANY 1301 Marina Village Parkway Alameda , CA 94501 www.ninyoandmoore.com

25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

28. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition,

or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

38. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: March 26th, 2026	Dated: March 27th, 2026
South San Francisco Unified School District	Ninyo & Moore
Signed By: _____	Signed By: _____
Ted O.	Lothus Hennefer
Assistant Superintendent Business Services	Principal Construction Services

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A

FEE PROPOSAL BREAKDOWN

Table 1 - Breakdown of Estimated Fee							
Compaction Testing							
Special Inspector	Compaction Testing of Subgrade and Aggregate Base	16 hours	@ $	115.00	/hour	$	1,840.00
Proctor Density Test	Subgrade and Aggregate Base Material	2 tests	@ $	320.00	/test	$	640.00
			Subtotal			**$**	**2,480.00**
Reinforced Concrete							
Special Inspector	Reinforcing Steel Sampling and Tagging	8 hours	@ $	115.00	/hour	$	920.00
Laboratory Testing	Reinforcing Steel Tensile and Bend Testing	4 tests	@ $	75.00	/test	$	300.00
Special Inspector	Concrete Placement Inspection, Sampling & Testing (Slump & Temperature)	8 hours	@ $	115.00	/hour	$	920.00
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	5 tests	@ $	35.00	/test	$	175.00
			Subtotal			**$**	**2,315.00**
Post-Installed Anchors							
Special Inspector	Post-Installed Anchors Installation Inspection and Testing	8 hours	@ $	115.00	/hour	$	920.00
			Subtotal			**$**	**920.00**
Other Charges							
Equipment		40 hours	@ $	12.00	/hour	$	480.00
Vehicle		40 hours	@ $	15.00	/hour	$	600.00
			Subtotal			**$**	**1,080.00**
Project Management							
Geo Assistant	Dispatch	2 hours	@ $	95.00	/hour	$	190.00
Project Engineer	Meetings, Project Coordination and Progress Reports	6 hours	@ $	185.00	/hour	$	1,110.00
Principal Engineer	Project Oversight, Submittal Review and Final Reports (DSA 291 and DSA 293)	2 hours	@ $	210.00	/hour	$	420.00
			Subtotal			**$**	**1,720.00**
TOTAL ESTIMATED FEE						**$**	**8,515.00**

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Toby Lee, Director of Facilities & Safety

DATE: May 7, 2026

RE: Agreement with Ninyo & Moore for Special Inspection and Testing Services for the HVAC Replacement Project at Skyline Elementary School

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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:

At the April 9, 2026 board meeting, the Board of Trustees approved the contract with Zone 4 Construction for the replacement of HVAC units at Skyline Elementary School. The District is proceeding with this project.

In accordance with Division of the State Architect (DSA) requirements, the District must retain a qualified company to perform special inspection and testing services during construction.

FISCAL IMPLICATIONS:

$4,478 - Facilities Fund (Fund 40)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Ninyo & Moore for special inspection and testing services for the HVAC replacement project at Skyline Elementary School in the amount of $4,478.00.

April 13, 2026
Proposal No. 08SJO06-03731

Mr. Robert Kitchens
Facilities-Construction Project Manager
South San Francisco Unified School District
298 B Street, South San Francisco, California 94080

Subject: Proposal for Laboratory of Record Services
Skyline Elementary School HVAC Replacement
55 Christen Avenue, Daly City, California 94015
DSA App No.: 01-122566; DSA File No.: 41-28

Dear Mr. Kitchens:

In accordance with your request, we are pleased to submit this cost proposal for laboratory of record services for the Skyline Elementary School HVAC Replacement Project in Daly City, California. This proposal includes cost estimates based on our review of the project plans, DSA 103 form, and our experience with similar projects.

PROPOSED SCOPE OF WORK

Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of service:

Post-Installed Anchors

- Visual inspection during the installation of post installed anchors.
- Load testing including pull and torque testing of post-installed anchors.
- Structural steel welding inspection in the shop and field.

Project Management

- Provide project management to include client liaison, work scheduling, quality review, and distribution of test data and daily field inspection reports.
- Preparation of daily field reports documenting items inspected.
- Prepare final verified report (DSA 291) at the conclusion of the project.

ESTIMATED FEE

We propose to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis in accordance with the attached Schedule of Fees. Our fee estimate for the scope of services described for this project is $4,478. Our detailed estimate of fees is attached (Table 1). Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly.

We sincerely appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

Lothus Hennefer, PE, PMP
Construction Services Manager

LMH/rk

Attachments: Table 1 - Breakdown of Estimated Fees
Schedule of Fees

Table 1 - Breakdown of Estimated Fee								
Post-Installed Anchors								
Special Inspector	Post-Installed Anchor Installation Inspection and Testing	24	hours	@	$	115.00	/hour	$ 2,760.00
					Subtotal			**$ 2,760.00**
Other Charges								
Equipment		24	hours	@	$	12.00	/hour	$ 288.00
Vehicle		24	hours	@	$	15.00	/hour	$ 360.00
					Subtotal			**$ 648.00**
Project Management								
Geo Assistant	Dispatch	1	hour	@	$	95.00	/hour	$ 95.00
Project Engineer	Meetings, Project Coordination and Progress Reports	3	hours	@	$	185.00	/hour	$ 555.00
Principal Engineer	Project Oversight and Final Reports (DSA 291)	2	hours	@	$	210.00	/hour	$ 420.00
					Subtotal			**$ 1,070.00**
TOTAL ESTIMATED FEE								**$ 4,478.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 210
Senior Engineer/Geologist/Environmental Scientist	$ 200
Senior Project Engineer/Geologist/Environmental Scientist	$ 195
Project Engineer/Geologist/Environmental Scientist	$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	$ 170
Staff Engineer/Geologist/Environmental Scientist	$ 155
GIS Analyst	$ 130
Technical Illustrator/CAD Operator	$ 110

Field Staff

Certified Asbestos/Lead Technician	$ 195
Field Operations Manager	$ 130
Nondestructive Examination Technician (UT, MT, LP)	$ 125
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 115
Senior Technician	$ 110
Technician	$ 110

Administrative Staff

Information Specialist	$ 90
Geotechnical/Environmental/Laboratory Assistant	$ 95
Data Processor	$ 75

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Field Equipment	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 320
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cube compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 230
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL INSPECTOR OF RECORD SERVICES

This Independent Consultant Agreement for Special Inspector of Record Services ("Agreement") is made and entered into as of the 8th Day of May 2026 by and between the South San Francisco Unified School District, ("District") and Ninyo and Moore ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Inspector of Record services for the Skyline Elementary School: Alterations to 5-Buildings A, B, C, D & E: HVAC Replacement at 55 Christen Ave, Daly City, CA 94015 as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **June 1st, 2026,** and will diligently perform as required and complete performance by **September 1, 2026** ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

   __X__ Signed Agreement
   _____ Insurance Certificates and Endorsements
   _____ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Four Thousand Four Hundred Seventy- Eight 0/100 Dollars ($4,478)**. District shall pay Consultant according to the following terms and conditions:

5. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

6. **Performance of Services.**

6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

6.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

6.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

7. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

8. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

   In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

9. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. **Termination**.

    11.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

    11.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        11.2.1. material violation of this Agreement by Consultant; or

        11.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

    Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this

Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification**.

12.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

12.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

12.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

13. **Insurance**.

13.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

13.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

13.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

13.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

14. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

14.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

14.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

14.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

14.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

15. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.

17. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

18. **Not used**

19. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 Email: tedo@ssfusd.org	NINYO & MOORE, A SOCOTEC COMPANY 1301 Marina Village Parkway Alameda , CA 94501 www.ninyoandmoore.com

25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

28. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition,

or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

38. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: May 8th, 2026	Dated: May 8th, 2026
South San Francisco Unified School District	Ninyo & Moore
Signed By: _____	Signed By: _____
Ted O.	Lothus Hennefer
Assistant Superintendent Business Services	Principal Construction Services

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A

FEE PROPOSAL BREAKDOWN

Table 1 - Breakdown of Estimated Fee							
Post-Installed Anchors							
Special Inspector	Post-Installed Anchor Installation Inspection and Testing	24 hours	@	$	115.00	/hour	$ 2,760.00
				Subtotal			**$ 2,760.00**
Other Charges							
Equipment		24 hours	@	$	12.00	/hour	$ 288.00
Vehicle		24 hours	@	$	15.00	/hour	$ 360.00
				Subtotal			**$ 648.00**
Project Management							
Geo Assistant	Dispatch	1 hour	@	$	95.00	/hour	$ 95.00
Project Engineer	Meetings, Project Coordination and Progress Reports	3 hours	@	$	185.00	/hour	$ 555.00
Principal Engineer	Project Oversight and Final Reports (DSA 291)	2 hours	@	$	210.00	/hour	$ 420.00
				Subtotal			**$ 1,070.00**
TOTAL ESTIMATED FEE							**$ 4,478.00**

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: May 7, 2026

RE: Resolution No. 26-48 Authorized Signatures Revision

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:

Education Code Section 42632 states that "No person other than an officer or employee of the district shall be authorized to sign orders."

The District's authorized signatures require revision. The previously authorized signatories included Jason Marwan Hannon, Ted O, Keith Irish, Shawnterra Moore, and Rajpal Bal.

It is recommended that Keith Irish be replaced with Nia Campbell, Assistant Superintendent of Teaching and Learning and add Marcos Garcia, Assistant Superintendent of Student & Family Services, to reflect current staffing.

FISCAL IMPLICATIONS:

There is no direct fiscal impact. This action ensures the District's business can be conducted in a timely and efficient manner.

RECOMMENDATION:

Staff recommends that the South San Francisco Unified School District Board of Trustees adopt Resolution No. 26-48 authorizing the employee signatures listed therein.

GOVERNING BOARD RESOLUTION
#26-48
Authorized Signatures

WHEREAS, Education Section 42632 states:

"Each order drawn on the funds of a school district shall be signed by at least a majority of the members of the Governing Board of the District, or by a person or persons authorized by the Governing Board to sign orders in its name. No person other than an officer or employee of the District shall be authorized to sign orders" and

WHEREAS, Education Code Section 42633 requires that the signatures authorized under Education Code Section 42632 shall be filed with the County Superintendent of Schools, and

WHEREAS, the Governing Board of the South San Francisco Unified School District has authorized any one (1) of the following five (5) officers' or employees' signatures on District orders:

1. Nia Campbell
2. Ted O
3. Shawnterra Moore
4. Jason Marwan Hannon
5. Rajpal Bal
6. Marcos Garcia

IT IS HEREBY RESOLVED that the County Superintendent be notified of this action on the Authorized Signature Card, Form F-9B, issued by said County Superintendent.

Regularly passed and adopted this **7th day of May 2026**

AYES in Favor of Resolution	NOES Against Resolution
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

_____	_____
Superintendent of Schools	Clerk/Secretary of the Board