SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, June 11, 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

3. Conference with Labor Negotiators in accordance with Government Code § 54957.6 Agency Designated Representatives: Board of Trustees; Unrepresented employee: Superintendent

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. LAND ACKNOWLEDGEMENT STATEMENT

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

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

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. Summer Programs 2026

b. Other

c. Other

L. PUBLIC COMMENTS

The Board welcomes public comment and values the input of our community. Members of the public may attend in person to address the Board during this meeting, which is recorded and streamed live.

Process for Speaking:
To comment during the Public Comments portion of the meeting, please complete a name/address card located in the back of the room and give it to the secretary. The Board President will call upon individuals in random order. Each person may speak only once and must address the Board from the podium.

Speaking time is limited to a maximum of three minutes per individual (per Board Bylaw 9323). However, if more than ten speakers are anticipated, the Board President may, at their discretion, limit individual speaking time to one or two minutes to accommodate everyone.

Comments on Non-Agenda Items:
Members of the public may address the Board on matters that are not listed on tonight's agenda. This portion of public comment is limited to a total of 30 minutes.

Please note: In accordance with the Brown Act, the Board cannot discuss or take action on items that are not on the agenda. However, the Board may request staff to respond to your comments orally at the meeting or in writing at a future time.

Comments on Agenda Items:
Members of the public may also address the Board on specific items listed on tonight's agenda. Speakers may be heard during public comment or can be heard at the time the specific agenda item is called for discussion.

M. INFORMATION ONLY PRESENTATIONS

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

1. BUSINESS SERVICES

a. 2026-27 Preliminary Budget

Assistant Superintendent Ted O will present information on the District's 2026-27 preliminary budget.

N. PRESENTATION WITH POTENTIAL ACTION – None

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

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1. ADMINISTRATION		
a.	Minutes of the May 7, 2026 Regular Board Meeting.	1 – 20
b.	Minutes of the May 7, 2026 Special Meeting.	21
c.	Minutes of the May 29, 2026 Board Bylaws Meeting.	22
2. TEACHING & LEARNING		
a.	ECHS Wrestling team to participate in the State Championships in Fresno, CA, May 29 – 31, 2026.	23
b.	5th Graders to attend SMCOE Outdoor Education.	24 – 36
c.	PHMS staff and ASB students to attend Disney's Imagination Campus – Teamwork Workshop at Disneyland Park, Anaheim, CA, October 14 – 17, 2026.	37 – 38
3. HUMAN RESOURCES		
a.	Certificated Personnel Assignment Order.	39 – 41
b.	Classified Personnel Assignment Order.	42 – 43
c.	MOU with SSFCTA – Golden State Pathways Program (GSPP) for the 2026-27 school year.	44 – 47
4. BUSINESS SERVICES		
a.	Gifts to the District.	48 – 49
b.	Fundraising events.	50 – 52
c.	Professional services agreements under $25,000.	53 – 56
d.	Fresh Produce Award for 2026-27.	57 – 58
e.	Commercial Foods and Supplies Award for 2026-27.	59 – 60
f.	Distribution USDA Foods Award for 2026-27.	61 – 62
g.	District facility uses fees increase for 2026-27.	63 – 64
h.	District lease rates increase for 2026-27.	65 – 66

INFORMATION/DISCUSSION

1. TEACHING & LEARNING

a. Local Control and Accountability Plan (LCAP) – 2026-27

Assistant Superintendent Dr. Campbell will provide a brief update on the District's 2026-27 LCAP.

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PUBLIC HEARINGS 67 – 68

a. 2026-27 Draft Local Control Accountability Plan (LCAP) 69 – 70

A Public Hearing will provide an opportunity for members of the public to comment on the District's proposed 2026-27 LCAP, which outlines goals, actions, and services to improve student outcomes and address state and local priorities.

b. 2026-27 Preliminary Budget 71 – 72

A Public Hearing will provide an opportunity for members of the public to comment on the proposed 2026-27 District budget.

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ACTION

1. ADMINISTRATION

a. Updated SSFUSD Board Governance Handbook 73 – 101

Staff recommends the approval of the SSFUSD Board Governance Handbook, which was updated at the May 2, 2026 Board workshop.

b. District's Updated Board Policy 9220 – Governing Board Elections 102 – 108

Staff recommends the approval of the updated District's Board Policy 9220 and waive a second reading.

PAGE

c. Adoption of Policies for the November 3, 2026 Governing Board Election and Resolution No. 26-53 Calling for an Election of Three (3) Governing Board Members 109 – 114

Staff recommends the Board review and adopt the required election policies and approve Resolution #26-53 calling for the November 3, 2026 Governing Board election for Trustee Areas C, D, and E.

2. TEACHING & LEARNING

a. MOU with Educational Epiphany 115 – 128

Staff recommends approval of the MOU with Educational Epiphany for districtwide professional learning and coaching services for the 2026–27 school year in the amount of $856,492.50.

b. 2-Year Renewal Agreement with ParentSquare 129 – 156

Staff recommends approval of the 2-year renewal agreement with ParentSquare for a districtwide communication platform to support school-to-home communication in the amount of $98,000.

c. Proposal with NVM Consulting, LLC 157 – 167

Staff recommends approval of the agreement with NVM Consulting, LLC to provide leadership coaching and advising services for the Alta Loma Middle School Principal during the 2026–27 school year in the amount of $97,500.

d. Agreements with Staffing Agencies to Support Special Education 168 – 233

Staff recommends approval of agreements with Amergis Healthcare Staffing, Inc., Taylored Behavioral Solutions, Rebekah Will Audiology, P.C., and Welldom to provide staffing to support implementation of Individualized Education Program (IEP) services and Special Education programs for the 2026–27 school year in the amount of $1,722,000.

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e. Agreements for Licensed Vocational Nurses (LVNs) and Registered Nurses (RNs) 234 – 265

Staff recommends approval of agreements with Ro Health, LLC and Amergis Healthcare Staffing, Inc. to provide Licensed Vocational Nurses (LVNs), Registered Nurses (RNs), and nursing support during 5th Grade Outdoor Education for the 2026–27 school year in the amount of $729,213.

f. Agreements for Translation and Interpretation Services for Special Education 266 – 342

Staff recommends approval of agreements with Certified Languages International, LLC, Effectiff, AVID Translations, and Hanna Interpreting Services to provide interpretation and translation services, including American Sign Language (ASL), for the 2026–27 school year in a total amount of $1,000,000.

g. Agreements for Transportation Services for Special Education 343 – 407

Staff recommends approval of the renewal of agreements with Android Advanced Technologies, Everdriven, First Student, Inc., and Green Cab to fulfill Individualized Education Program (IEP) transportation service requirements in the amount of $2,427,000.

h. Renewal Agreement with Air Tutors for Special Education 408 – 413

Staff recommends approval of the renewal of the agreement with Air Tutors to continue high-dosage tutoring services for students eligible under IDEA for the 2026–27 school year in the amount of $60,000.

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i. **Renewal Agreements with Non-Public Schools (NPS) for Special Education** 414 – 415

Staff recommends approval of the renewal of agreements with the identified non-public schools and county offices of education, as listed in the memo, to fulfill services outlined in students' Individualized Education Programs (IEPs) for the 2026–27 school year, in the amount of $4,935,000.

j. **Renewal Agreements with Publishers for Special Education** 416 – 418

Staff recommends approval of the renewal of agreements with the publishers, as listed in the memo, to meet the curricular and course work needs of students with Individualized Education Programs (IEPs) and to provide professional development to staff, in the amount of $229,600.

3. HUMAN RESOURCES

a. **Approval of Declaration of Need** 419 – 424

Staff recommends approval of the Declaration of Need for Fully Qualified Educators for the 2026–27 school year.

4. STUDENT & FAMILY SERVICES

a. **Approval of ELOP Agreements** 425 – 497

Staff recommends the approval of the Expanded Learning Opportunity Program (ELOP) agreements with Boys & Girls Club of the Peninsula, the City of Daly City, SSFUSD - District Extended Day Activities Program (DEDAP), Right At School, LLC, and the City of South San Francisco for the 2026–27 school year totaling $4,138,843.

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5. BUSINESS SERVICES

a. Agreement with Millenium Consulting Associates 498 – 517

Staff recommends approval of the agreement with Millennium Consulting Associates to provide hazardous materials consulting services for the Monte Verde Elementary School modernization project in the amount of $29,542.50.

b. Agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants 518 – 538

Staff recommends approval of the agreement with Ninyo and Moore for geotechnical and geological hazard evaluation services for the South San Francisco High School modernization project in the amount of $50,700.

c. Amendment No. 4 with ProTech Consulting & Engineering, Inc. 539 – 551

Staff recommends approval of Amendment No. 4 to the agreement with ProTech Consulting & Engineering, Inc. for additional construction-phase asbestos and lead abatement testing and monitoring services for the El Camino High School Central Kitchen and Cafeteria project in the amount of $34,725.

d. Resolution No. 26-55 Award of Lease-Leaseback Agreement for Monte Verde Elementary School Modernization Project 552 – 559

Staff recommends approval, passage, and adoption of Resolution No. 26-55, with a waiver of the reading, supporting the award of the Lease-Leaseback (Site Lease and Facilities Lease) agreements for the Monte Verde Elementary School modernization project, and authorization for District staff to enter into Lease-Leaseback agreements with Landmark Constructors, Inc. in the amount of $63,324.

PAGE

e. Resolution No. 26-56 Award of Lease-Leaseback Agreement for Spruce Elementary School Modernization Project 560 – 567

Staff recommends approval, passage, and adoption of Resolution No. 26-56, with a waiver of the reading, supporting the award of the Lease-Leaseback (Site Lease and Facilities Lease) agreements for the Spruce Elementary School modernization project, and authorization for District staff to enter into Lease-Leaseback agreements with Landmark Constructors, Inc. in the amount of $68,623.

f. Resolution No. 26-57 for Budgetary Increases and Transfers 568 – 569

Staff recommends approval, passage, and adoption of Resolution No. 26-57, with a waiver of the reading, authorizing the San Mateo County Superintendent of Schools to make any necessary transfers or budget adjustments to permit payment of district obligations at year-end 2025-26.

g. Resolution No. 26-58 for Establishing Fund 11 and Fund 14 Balances 570 –572

Staff recommends approval, passage, and adoption of Resolution No. 26-58, with a waiver of the reading, for establishing Fund 11 and Fund 14 balances.

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

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

June 25, 2026

- Presentation on Safe School Advocates Services
- 2026-27 SLO MOU with student data
- Adoption of 2026-27 Preliminary Budget
- Adoption of 2026-27 Local Control Accountability Plan (LCAP) and Budget
- Resolution on Education Protection Account Funds
- Overview for Parents (BOP)
- MOU with SMCCCD for the Middle College Program for 2026-27
- MOU with Legarza for 2026-27

July 16, 2026

- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Approval for Superintendent to participate in 2026-27 conferences and seminars
- Williams report for 4th quarter ending 6/30/26
- Approval of the Board Governance calendar for 2026-27

August 20, 2026

- Introduction of Student Trustees/ASB High School Presidents
- Presentation on Summer School
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Resolution for Attendance Awareness Month (September)

September 10, 2026

- Teaching and learning presentation – Spruce Elementary
- Presentation and approval of year end unaudited actuals
- Discussion of October 22 Community Forum topic(s)
- Resolution Honoring Hispanic Heritage Month (September 15 - October 15)
- Resolution on GANN limit

September 24, 2026

- Teaching and learning presentation – Martin Elementary
- Approval of San Mateo Co. 2026-27 CSPP preschool contract
- Update on enrollment for the 2026-27 school year
- Update on Safe School Plans
- Resolution honoring Filipino American History Month (October)
- Approval of SMCOE Induction Program (BTSA) agreement for services in 2026-27
- Resolution for California Week of the School Administrator (October)

October 8, 2026

- Teaching and learning presentation – Ponderosa Elementary
- Teaching and learning presentation – Los Cerritos Elementary
- Presentation on Fiscal Services
- Williams report for 1st quarter ending 9/30/26
- Resolution honoring Native American and Alaska Native Heritage Month (November)

October 22, 2026 - *Community Forum*

- Topic(s) TBD

November 12, 2026

- Teaching and learning presentation – Westborough Middle
- Presentation on Assessment/Accountability (CAASPP, CAST)
- Public Hearing on Educator Effectiveness Block Grant

December 10, 2026

- Teaching and learning presentation – Monte Verde Elementary
- Presentation and approval of First interim budget report "positive certification"
- Resolution for School Board Recognition Month
- CSBA Delegate Assembly nomination(s)
- Approval of 2027 Summer School Program

December 15, 2026 - ***Reorganization meeting ONLY***

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

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

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

The agenda is available for review at the District's website: www.ssfusd.org (Click on *Board, Meetings*).
A recording is made of the Open Session of each meeting and can be found via YouTube at: https://www.youtube.com/@ssfusdmeetings

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Regular Meeting of 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.

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

Board Members: Ms. Amanda Anthony – Present
Mrs. Amy Lam – Present
Dr. Chialin Hsieh – Present
Mrs. Patricia Murray – Present
Mrs. Mina Richardson – Present

Cabinet Members: Dr. Shawnterra Moore, Superintendent – Present
Mr. J. Marwan Hannon, Assistant Superintendent, Human Resources – Present
Dr. Marcos Garcia, Assistant Superintendent, Student & Family Services – Present
Dr. Nia Campbell, Assistant Superintendent, Teaching & Learning – Present
Mr. Ted O, Assistant Superintendent, Business Services – Present

C. PLEDGE OF ALLEGIANCE – Principal Briano introduced Achilles Santos, a junior at El Camino High School, and shared that he has enjoyed visiting many classrooms over the years and experiencing Mr. Santos's passion for the social sciences in both modern world history and U.S. history classes.

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 – Mr. Hannon reported that the Board approved the release of one probationary certificated employee pursuant to California Education Code section 44929.21 under the public employee discipline, dismissal, and release item. The motion was made by Trustee Hsieh and seconded by Trustee Anthony. The motion passed with a 5-0 roll call vote.

F. REVIEW OF AGENDA – None

G. PTA COUNCIL REMARKS

Leona Wong, a longtime PTA volunteer and current PTA vice president at El Camino High School, reported on PTA activities across the district. She highlighted Teacher Appreciation Week efforts such as meals, gifts, and thank-you activities for staff, along with continued PTA support for year-end events including field trips, performances, graduations, and celebrations.

She also described El Camino PTSA's work on parent engagement and education through meetings and guest speakers covering topics like college and career planning, trades, internships, and mental health resources. Wong emphasized that PTAs are aligned with district goals around student belonging and community building, and she thanked students, parents, and staff volunteers for their ongoing support.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

San Francisco Federation of Adult Educators – None

South San Francisco Classroom Teachers Association – Allison Light, vice president and chair of the PAC committee, spoke about elementary PE collaboration and planning time, explaining that teachers at the elementary level have used this time for the past two years and that survey results from educators show it is highly valued for collaboration and instructional planning. She emphasized that the additional time helps improve teaching and learning, especially in areas like science and math, and urged the District to be cautious about adding new requirements that could reduce its effectiveness.

She also addressed school safety and communication during emergency situations such as lockdowns and secure campus events, referencing a recent secure campus at Spruce. Ms. Light stressed the importance of clear, consistent communication through district devices rather than personal phones, and noted that substitute teachers in particular can face challenges during emergencies due to limited access to tools and information. She further raised a practical safety concern about classroom doors, explaining that teachers should be able to clearly confirm whether a door is locked from inside the classroom.

California School Employees Association Chapter 197 – None

I. PERSONNEL COMMISSION

Mr. Hannon announced that the next Personnel Commission meeting will be held on Monday, May 18, 2026 at 5:00 p.m. in the District Office Boardroom.

J. ITEMS FROM THE BOARD – None

K. SUPERINTENDENT'S REPORT

a. **Student Advocacy –** Dr. Moore recognized student advocates from the previous board meeting, praising them for speaking thoughtfully and courageously and highlighting how they demonstrated the District's "portrait of a graduate" by using their voices, showing confidence, and engaging in meaningful dialogue. She expressed appreciation for their efforts and said she was proud of their impact on the school community.

   She also shared that students advocating for a grad night experience were able to meet with their principal and reach an agreement on the trip, including destination, timing, and funding. Dr. Moore emphasized this as a positive example of student voice, collaboration, and problem-solving in action.

b. **Academic Discourse School Growth – Alta Loma Middle School, Buri Buri Elementary School, and Ponderosa Elementary School –** Dr. Moore shared updates on academic discourse learning walk cycles, reporting that most schools showed growth from cycle one to cycle two based on the Instructional Planning Guide (IPG) key elements. She highlighted three schools with notable improvement.

   At Alta Loma Middle School, she reported increases in higher levels of student academic discourse and a significant decrease in the lowest rating category, attributing the progress to leadership efforts to align instructional leadership teams and improve schoolwide buy-in. At Buri Buri Elementary, she noted strong gains in the highest IPG rating and a decrease in lower ratings, supported by clearer instructional models and collaborative

leadership. At Ponderosa Elementary, she also reported gains in student engagement in academic discourse and reductions in lower ratings, crediting adaptive leadership practices and use of instructional tools from principal PLCs.

c. **Westborough Middle School – Recipient of the 2026 Sustainable and Climate Ready Schools Award –**Westborough Middle School received the 2026 Sustainable and Climate Ready Schools Award from the San Mateo County Office of Education for its project “Sustainable Steps Toward Our Future.” Dr. Moore explained that the award recognizes student leadership and innovation in environmental sustainability through campus practices, curriculum integration, and community engagement.

   She highlighted student efforts through the Westborough Planeteers and Gardening Club, including campus cleanups, a plastic film recycling drive, and the creation of a community garden integrated into seventh grade science. Dr. Moore also noted that the garden involves partnerships with staff, families, and community members and helps support hands-on environmental learning and food production.

   She congratulated Westborough Middle School and shared that five additional district programs will be receiving county honors at an upcoming awards celebration.

d. **In Memoriam – Former County Superintendent of Schools, Nancy Magee –** Dr. Moore acknowledged the passing of former County Superintendent Nancy Magee, recognizing her as a respected leader with lasting contributions across San Mateo County and noting that the meeting would be adjourned in her honor later in the agenda.

e. **Recognition for Outgoing Student Trustee Izzy Ruiz –** Lastly, Dr. Moore expressed appreciation for Student Trustee Ruiz, highlighting her leadership and contributions throughout the year in sharing student perspectives on academics, engagement, and school climate. Dr. Moore and the Board presented her with a certificate of appreciation in recognition of her service and extended best wishes for her future.

L. STUDENT TRUSTEE REPORTS

1. **Isabelle “Izzy” Ruiz, Spring Student Trustee and ASB President of ECHS** shared updates on student activities and expressed gratitude to teachers during Teacher Appreciation Week, reflecting on her K–12 experience in the district and the impact of educators on her growth.

   She highlighted recent student achievements and events, including the Genentech poster session for biotech students, culinary arts participation in a

countywide CTE advisory meeting, and major end-of-year school activities such as the farewell rally, Spring on the Green market, Decision Day, and senior awards night. She also recognized academic and extracurricular accomplishments, including valedictorian and salutatorian honors, performing arts events, and AP exam support efforts led by peer counselors.

Ruiz closed by celebrating strong spring sports results across multiple teams, including undefeated seasons and league championships, and thanked the Board for the opportunity to serve as student trustee. She expressed appreciation for staff, student leaders, and her peers, and wished everyone a restful summer.

2. **Jaimelyn Ochoa, Fall Student Trustee and ASB President of SSFHS** shared a wide range of student activities and upcoming end-of-year events. She outlined Spirit Week dress-up themes, the final rally of the year centered on childhood games, and senior events such as Senior Sunset, where students will gather for activities, performances, food trucks, and a final celebration together.

   She also highlighted senior recognition efforts, including sharing post-secondary plans through the school's Instagram, as well as upcoming concerts, awards nights, and athletic competitions, including PALS tournaments and the district Special Olympics event. She noted achievements such as National History Day finalists, sports updates, and a senior field trip to Six Flags funded through student efforts and supported by staff and administrators.

   She concluded by emphasizing AP exam encouragement, student wellness, and Teacher Appreciation Week efforts, including handmade cards and a teacher car wash, expressing gratitude for staff and their impact on students' lives

M. PUBLIC COMMENTS

Sienna Beach – Library Media Assistant (Spruce Elementary)
Sienna Beach, a first-year library media assistant, stated that elementary school library operations are not sustainable under current staffing levels of 17.5 hours per week. She explained that duties extend far beyond circulation and story time to include full program management such as collection maintenance, literacy promotion, research support, and collaboration with teachers. She emphasized that these responsibilities require planning time that cannot be completed within allocated hours.

She noted that in practice, library assistants are performing work equivalent to multiple roles found in separate departments in a public library setting. She

reported consequences including outdated collections remaining unaddressed and periodic library closures due to workload demands. She also raised concerns about limited benefits due to part-time status, reliance on second jobs or spousal insurance, and lack of formal training or onboarding due to a vacant district librarian position. She stated that staff rely heavily on informal peer mentoring, which constitutes unpaid labor.

She requested the hiring or assignment of a district librarian to provide leadership, site support, training, collection development coordination, and oversight of major library systems (including Destiny and inventory projects), as well as increased hours and structural support for library programs.

Victoria Lau – Library Media Assistant (Buri Buri Elementary)
Victoria Lau stated that she serves as the sole library staff member at Buri Buri Elementary, managing all library operations for nearly 600 students within 17.5 hours per week. She clarified that her role functions as a full library manager rather than an assistant.

She described a high volume of instructional and operational responsibilities, including leading weekly class visits, read-alouds, discussions, and activities for approximately 23 classes. She reported that students check out at least one book weekly and that she frequently fulfills requests for specific titles and research materials. Operational duties include circulation, tracking lost and damaged books, repair work, cataloging and barcoding new materials, and maintaining the collection database.

She further noted that the library is frequently open during recess and lunch, and that she regularly works beyond her assigned hours, including an example of a 7.5-hour day exceeding her paid time allocation. She also highlighted budget constraints, stating that the annual library budget (~$1,100) allows for approximately 40 new hardcover library-bound books per year, which limits collection development.

She requested additional staffing time, increased budget support, and improved structural leadership for elementary libraries.

Jillian Bailles d’Err-Roy – Library Media Assistant (Monte Verde Elementary)
Jillian Bailles d’Err-Roy, who also identified as a parent of two middle school students, described her dual role as a library media assistant working 17.5 hours per week while serving approximately 22–23 classes and managing a large student population (approximately 550 students).

She affirmed and supported prior speakers’ concerns regarding insufficient hours, lack of leadership, and limited benefits. She referenced a prior district-

initiated classified staff compensation and classification study intended to align positions with surrounding districts; she stated that follow-up interviews and reporting from this process have not been completed or shared.

She presented comparative data from other Bay Area school districts showing that similar library positions are often full-time or significantly higher-hour roles (ranging from approximately 20 to 32+ hours per week, and in some cases full-time positions), often serving comparable or smaller student populations. She noted that only a small number of districts in the region maintain sub-20-hour library staffing models.

She concluded that current staffing levels in SSFUSD are not consistent with regional norms or job demands and argued that increased hours are necessary to properly support instructional goals, literacy development, and equitable access to library services.

Lucie Bradshaw – Teacher (Junipero Serra Elementary)
Lucie Bradshaw spoke regarding equity in district resource allocation and student access to services. She referenced a kindergarten field trip experience and used it to illustrate student engagement and expectations around campus resources such as the library.

She raised questions about equity in district programming and resource distribution, referencing Individualized Education Programs (IEPs) and transportation services for students receiving specialized placements. She cited board materials indicating transportation support for approximately 105 elementary students at a significant cost and questioned how those services are distributed across school sites.

She expressed concern that some students experience long commutes to access specialized services and suggested this may create inequities and inefficiencies. She encouraged the district to re-evaluate placement and transportation systems to improve equity, reduce travel burden, and ensure students are served closer to their home schools when possible.

Deborah Wilborn – Librarian (Los Cerritos Elementary)
Deborah Wilborn, a librarian since 2015, addressed limited library access across elementary schools due to 17.5-hour staffing levels and additional closures for testing and school activities.

She emphasized that school libraries are critical for providing differentiated reading materials, supporting literacy development, and closing achievement gaps, particularly for students who rely on school libraries as their primary access point to books. She highlighted her responsibilities in curating culturally responsive collections, supporting social-emotional learning, and maintaining

Spanish-language materials for multilingual students.

She referenced California State Library standards recommending approximately 36 hours per week of student library access and stated that current elementary school library access falls significantly below this benchmark. She advocated for increased staffing hours for library media assistants to ensure consistent, equitable library access across all sites.

She added that additional library staff across the district support similar concerns and are aligned in requesting increased support for library services.

N. INFORMATION ONLY PRESENTATIONS

1. TEACHING & LEARNING

a. El Camino High School

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

Trustee Richardson congratulated Principal Briano on El Camino High School's California Distinguished School recognition. She praised school leadership, student engagement, parent involvement, and school spirit, and thanked staff while noting positive campus visits and the overall school community.

Trustee Anthony commended the presentation, highlighting the balance of celebrating progress and addressing areas for improvement. She appreciated the focus on data for students with disabilities and math achievement, as well as improvements in attendance and engagement. She thanked staff for strong communication and student opportunities.

Trustee Lam praised school culture, student engagement, and recent school events. He noted appreciation for expanded AP course access and ongoing improvement efforts, and expressed support for continued growth and opportunities for students.

Trustee Hsieh highlighted intentional leadership and sustained improvement in attendance and academics. She emphasized belonging, student voice, and support for students with disabilities, and congratulated the school on its Distinguished School recognition.

President Murray shared her personal connection to El Camino

High School as both alum and parent of graduates. She praised school achievements and student support efforts, particularly for students with disabilities, and congratulated staff and students on the Distinguished School recognition.

Student Trustee Ruiz left the meeting at 8:30 p.m.; The Board recessed at 8:32 p.m. and reconvened at 8:42 p.m.

O. PRESENTATION WITH POTENTIAL ACTION

PRESENTATION

1. BUSINESS SERVICES

a. Sunshine Gardens Elementary School Modernization and Interim Housing

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

Trustee Anthony expressed appreciation for the planned facilities improvements, noting she was particularly pleased to see attention to staff restroom upgrades and describing them as a meaningful quality-of-life improvement. She asked clarifying questions regarding the scope of the Sunshine Gardens modernization project, including the planned location of the soccer field and whether it would impact the front lawn area. She also sought additional detail on infrastructure upgrades, particularly sanitary sewer capacity and whether the district was planning for contingencies beyond the current scope given past cost escalations in similar projects. Staff clarified that only two alternates were included in the current plan, the soccer field turf and additional utility work, and that these would only be completed if sufficient funding became available. Trustee Anthony expressed understanding of the constraints, appreciated the clarification, and indicated support for moving the project forward.

Trustee Lam acknowledged that Sunshine Gardens had not received prior modernization funding and stated that the proposed project represented overdue improvements that should be completed. She briefly referenced prior bond planning context and expressed support for addressing

long-standing facility needs at the site. He also asked about interim housing during construction, referencing prior experience with similar projects, and inquired about what typically happens to temporary classroom structures after use. Staff explained that interim housing is rented and removed following construction completion rather than retained by the district. Trustee Lam thanked staff for the clarification and expressed support for ensuring the project proceeds smoothly while minimizing disruption to students.

Trustee Hsieh thanked staff for the comprehensive planning work on the Sunshine Gardens modernization project and acknowledged the significant effort involved in developing the proposal. She emphasized the importance of viewing the project not only as a site-level improvement but also as part of a broader districtwide facilities strategy. She noted that as the district invests substantial resources into individual campuses, it is increasingly important to consider enrollment trends, site utilization, and long-term sustainability when making capital decisions. Trustee Hsieh encouraged the board and leadership to ensure that future modernization projects are aligned with the district's overall footprint and changing student population, while continuing to prioritize high-quality learning environments. She concluded by reaffirming her support for improving student facilities.

President Murray expressed appreciation for the Sunshine Gardens modernization project and its alignment with commitments made during the Measure T campaign. She stated that a key reason for her continued advocacy for the bond was to ensure investment in infrastructure improvements, particularly at Title I schools, and she noted that the current project reflects those priorities. She thanked staff for their work in advancing the project and reiterated her support for continued investment in school facilities that directly benefit students and learning environments.

Trustee Richardson requested clarification on the proposed location of the new soccer field, asking for visual reference on the slide. Director Shelton explained that the field would be located adjacent to, and just to the right of, Building G (the multi-use building). Trustee Richardson further inquired about existing site features, specifically whether the play structure and trees would be impacted by the project.

Director Shelton confirmed that the play structure would remain in place and noted that the trees are located on the upper campus and are not affected by the proposed work.

Trustee Richardson also asked whether the existing asphalt in the proposed area would be repaved as part of the project. Director Shelton clarified that repaving is not planned, as the selected turf system is designed to be installed directly over the existing asphalt surface.

ACTION

4. BUSINESS SERVICES

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

MOTION #255 (Richardson/Lam) to approve 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. Motion Carried. (Unanimous)

P. CONSENT AGENDA:

MOTION #256 (Hsieh/Richardson) to approve 1a. Minutes of the April 24, 2026 Special Board Meeting; 2a. Graduates – Baden HS, ECHS, SSFHS, and Adult Ed.; 2b. ECHS Wrestling team to participate in the Dual State Championship in Fresno, CA, May 15 – 17, 2026; 2c. SSFHS staff travel to attend the Broadway Teacher Workshop (BTW) in New York City, July 13, 2026; 2d. Single Plan for Student Achievement (SPSA's) for all sites, 2025-26; 3a. Certificated Personnel Assignment Order; 3b. Classified Personnel Assignment Order; 4a. Gifts to the District, April 2026; 4b. Professional services agreements under $25,000. Motion Carried. (Unanimous)

ACTION *(continued)*

1. ADMINISTRATION

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

MOTION #257 (Richrdson/Anthony) to approve the following new and updated District's Board Bylaw and Policies and waive a second reading. Motion Carried.

(Unanimous)

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

Trustee Anthony expressed support for the curriculum alignment and jokingly questioned why there was a California version of math. Trustee Lam noted that while the District would spend slightly more, the one-year contract extension was a benefit.

MOTION #258 (Hsieh/Richardson) to approve 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. Motion Carried. (Unanimous)

b. Approval of the Proposal with Unbound Ed

Megan Connery, Math Department Chair at El Camino High School, shared concerns about the data collection process used by Unbound Ed during instructional walkthroughs. While supporting the continued work with Unbound Ed and the ILC curriculum, she stated that the walkthrough questionnaire stopped documenting instruction if a teacher was not using the ILC curriculum that day. Drawing from her 24 years of teaching experience in the district, she said this approach overlooked teachers' professional judgment and instructional decisions made to support student readiness. She recommended revising the walkthrough

process to allow for more meaningful and comprehensive instructional feedback and also requested clarification regarding membership on the math implementation team.

Dr. Campbell explained that principals were informed during the comprehensive administrative team meeting that, in the second year of implementing the adopted instructional materials, each school would have its own school-level implementation team. She shared that the district implementation team includes cabinet members, members of the mathematics team within Teaching and Learning, ML TOSAs, and the instructional coaching coordinator, among others. Dr. Campbell added that staff members, including the speaker, would have the opportunity to communicate with their principal about participating on their school's implementation team.

MOTION #259 (Hsieh/Lam) to approve the proposal with Unbound Ed to support the continued implementation of Illustrative Mathematics during the 2026–27 school year in the amount of $214,000. Motion Carried. (Unanimous)

c. Approval of the Reallocation of Special Education Transportation Funds

Trustee Richardson asked for clarification about the proposed reallocation of transportation funding, including whether the District already had contracts with the listed agencies and why some allocated amounts were being reduced. Dr. Moore explained that the District already contracts with all of the vendors and that the item was simply reallocating funds based on student needs, with some agencies requiring more funding and others less. She clarified that no new contracts were being created and confirmed that all of the agencies are used for transportation services.

MOTION #260 (Hsieh/Anthony) to approve the Special Education transportation fund reallocation and associated cost adjustments as outlined in the Board memo. Motion Carried. (Unanimous)

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

Trustee Anthony expressed pride in the District's continued investment in Career Technical Education (CTE), noting that many districts do not pursue these grants while the District consistently applies for, receives, and invests the funding to support students in developing diverse skills.

Trustee Lam echoed the excitement and highlighted that the scope of work includes updating CTE courses to incorporate entrepreneurship, AI applications, emerging technologies, and current industry standards to ensure courses remain relevant and aligned with student needs.

MOTION #261 (Hsieh/Anthony) to approve 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. Motion Carried. (Unanimous)

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

Trustee Lam asked about the Alta Loma mural item, noting she was supportive of student engagement through art but concerned that the board memo did not include key attachments such as the contract or background clearance information for the facilitator. Mr. O responded that the contract and W-9 were available and had been reviewed but were not attached to the memo. He also explained that the work would be supervised by certificated staff at the site, so fingerprinting and background checks were not required for the contractor.

President Murray asked whether the District had previously worked with Max Ehrman, and Mr. O said he was not certain. Trustee Anthony then shared support for the mural work, referencing the Precita Eyes mural at Baden High School and noting it was a successful student collaboration. She expressed excitement about expanding similar mural projects to other campuses, saying they help beautify schools and build community.

MOTION #262 (Anthony/Hsieh) to approve 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. Motion Carried. (Unanimous)

3. STUDENT & FAMILY SERVICES

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

Trustee Anthony said this item was building on what the Board approved a couple of weeks earlier, explaining that the earlier action was tier 1 and this item represents tier 3 in

the same process.

MOTION #263 (Richardson/Anthony) to approve 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. Motion Carried. (Unanimous)

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

Trustee Anthony shared concerns about student nicotine use, noting that while vaping remains an issue on campuses, newer products like Zyn nicotine pouches are becoming more common and are harder to detect but still represent tobacco use. She referenced her work experience with related data, mentioned California's ban on flavored tobacco, and urged continued focus with school site leaders on early identification and prevention to stop addiction before it begins.

MOTION #264 (Richardson/Anthony) to approve the MOU with the San Mateo County Office of Education to participate in the TPYE Consortium for the 2026-2029 grant cycle. Motion Carried. (Unanimous)

4. BUSINESS SERVICES *(continued)*

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

Trustee Anthony commented enthusiastically that the District was "getting into a rhythm" with multiple projects moving forward. Trustee Richardson then asked for clarification on whether the Board had already approved a similar item at a previous meeting or if this was an extension of prior work. Director Shelton explained that there are multiple topographic contracts across sites and that additional work is still needed at certain locations, clarifying that the work referenced at Spruce involved a different consultant. Trustee Richardson said she would double-check.

MOTION #265 (Hsieh/Anthony) to approve 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. Motion Carried. (Unanimous)

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

MOTION #266 (Hsieh/Lam) to approve 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. Motion Carried. (Unanimous)

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

MOTION #267 (Richardson/Hsieh) to approve 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. Motion Carried. (Unanimous)

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

MOTION #268 (Anthony/Richardson) to 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. Motion Carried. (Unanimous)

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

MOTION #269 (Hsieh/Richardson) to 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. Motion Carried. (Unanimous)

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

Trustee Richardson requested a clearer and larger version of the document, stating that the current copy provided to the Board was too small to read and made it difficult for her to understand what she was reviewing.

MOTION #270 (Anthony/Richardson) to approve 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. Motion Carried. (Unanimous)

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

MOTION #271 (Hsieh/Richardson) to 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. Motion Carried. (Unanimous)

i. Resolution No. 26-48: Authorized Signatures

MOTION #272 (Anthony/Hsieh) to adopt Resolution #26-48 authorizing designated signatures. (AYES: Lam, Murray, Anthony, Richardson, Hsieh; NOES: None). Motion Carried. (Unanimous)

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

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 – None

GOOD AND WELFARE

Trustee Anthony shared appreciation for the recent South San Francisco Chamber of Commerce luncheon honoring scholarship recipients, noting attendance by trustees Hsieh, Lam, Murray, Anthony, and Superintendent Moore, who collectively contributed to two student scholarships. Trustee Anthony added that approximately 59 students were recognized at the event, with about 54 coming from the district, and described the celebration as a positive opportunity to recognize student achievement and community support.

She also reminded the board and community about the upcoming Golden Apple Awards and encouraged participation in the selection event. In closing, Trustee Anthony recognized Asian American, Native Hawaiian, and Pacific Islander

Heritage Month, acknowledging the district's diversity and noting representation on the board as well as among the student population, approximately 40% of whom identify as AANHPI.

Trustee Lam acknowledged the evolving terminology used to describe AANHPI communities and noted the difficulty in keeping up with changing acronyms, adding a lighthearted comment that she would strive to do better in using the appropriate language moving forward.

She reflected on the recent South San Francisco Chamber of Commerce scholarship luncheon, describing it as a meaningful opportunity to celebrate student success and the strength of local students. Trustee Lam also referenced attendance at the PTA officers installation event, expressing appreciation for the opportunity to see families and staff from multiple schools together and noting that such gatherings reinforce a sense of districtwide unity.

She highlighted National Bike Month and promoted the Centennial Bike Ride event hosted by the City of South San Francisco, describing it as a community celebration encouraging biking and reduced car use. She connected the event to broader themes of sustainability and community engagement.

Trustee Anthony added recognition of Principal Briano who regularly bikes to El Camino High School from San Francisco several days a week, highlighting it as an example of commitment and enthusiasm.

Trustee Hsieh provided brief closing remarks, noting that it is a busy and active season filled with many district events and celebrations. She encouraged the community and colleagues to "hang in there" through the end of the school year. Trustee Hsieh added that other trustees had already highlighted recent events and activities, so she did not repeat them, and concluded her comments by expressing appreciation.

Trustee Richardson reported on recent district and community events, noting attendance at the El Camino High School awards night alongside Trustees Hsieh and Lam. She described the event as well attended, with strong participation from students and families, and highlighted the presence of the Rotary Club, which provides long-standing scholarship support, including multi-year awards from Genentech. She also noted upcoming participation in the Rotary gala.

Trustee Richardson also shared that she attended the Baden High School mural unveiling in partnership with Precita Eyes, describing the event as a meaningful celebration of student artwork and community collaboration.

She concluded by noting her upcoming attendance at the Kent Awards and extended Mother's Day greetings to the community.

President Murray reported visiting the adult school on Monday, including the Adult Transition Program's coffee cart. She described the visit as enjoyable and highlighted the students' positive engagement and hospitality, noting it was a meaningful and positive experience.

She also extended Mother's Day greetings to all mothers and caregivers in the community, acknowledging the trust families place in the district to support their children and expressing appreciation for that responsibility.

ADJOURNMENT – 9:29 p.m.

President Murray announced that the meeting would be adjourned in memory of former San Mateo County Superintendent of Schools Nancy Magee. She shared personal reflections on her connection with Magee and described her as a dedicated advocate for education, student safety, and collaboration across agencies. President Murray highlighted Magee's leadership during the COVID-19 pandemic, as well as her work supporting school safety, early learning, environmental education, and student mental health initiatives.

The Board formally adjourned the meeting in Magee's honor, recognizing her more than 31 years of service in public education, including eight years as county superintendent. The Board acknowledged her lasting impact on students, families, educators, and school communities throughout San Mateo County.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Special Meeting of 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.

OPEN SESSION – 9:29 p.m.

A. CALL TO ORDER

B. ROLL CALL

Board Members: Ms. Amanda Anthony – Present
Mrs. Amy Lam – Present
Dr. Chialin Hsieh – Present
Mrs. Patricia Murray – Present
Mrs. Mina Richardson – Present

Cabinet Members: Dr. Shawnterra Moore, Superintendent – Present
Mr. J. Marwan Hannon, Assistant Superintendent, Human Resources – Present
Dr. Marcos Garcia, Assistant Superintendent, Student & Family Services – Present
Dr. Nia Campbell, Assistant Superintendent, Teaching & Learning – Present
Mr. Ted O, Assistant Superintendent, Business Services – Present

C. PUBLIC COMMENTS – None

ACTION

1. HUMAN RESOURCES

a. Resolutions No. 26-50 through 26-52: Retirements

MOTION #273 (Anthony/Hsieh) to adopt Resolutions #26-50 through 26-52: Honoring colleagues for their years of service to the South San Francisco Unified School District and a waive of the reading. (AYES: Lam, Murray, Anthony, Richardson, Hsieh; NOES: None). Motion Carried. (Unanimous)

ADJOURNMENT – 9:31 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board Policies and Bylaws Committee Meeting of May 29, 2026

OPEN SESSION

A. CALL TO ORDER – 8:32 a.m.

B. ROLL CALL

Committee Members: Vice President Chialin Hsieh – Absent
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

1. ADMINISTRATION

a. **Board Policies and Bylaws Committee**

Board Trustee Amanda Anthony reviewed the following Board policy before it is presented to the full Board of Trustees for consideration and approval at upcoming regular Board meetings.

Documents:

BB 9220 - Governing Board Elections

ADJOURNMENT – 8:36 a.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
James Briano, Principal - El Camino High School

DATE: June 11, 2026

RE: ECHS Wrestling Team to participate in the Dual State Championship in Fresno, CA May 29 – 31, 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 29 – 31, 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 29, 2026, and return on Sunday, May 31, 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 29–31, 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: June 11, 2026

RE: Approval of Agreement with the San Mateo County Superintendent of Schools for SSFUSD Fifth graders to attend Outdoor Education During the 2026-27 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Pursuant to California Education Code Section 8763, the San Mateo County Office of Education is authorized to enter into agreements with school districts to provide programs and classes in outdoor science, conservation, and environmental education for students.

The proposed agreement between the South San Francisco Unified School District and the San Mateo County Superintendent of Schools will allow District students to participate in the Outdoor Education program at Camp Jones Gulch during the 2026–2027 school year.

Under the agreement, the County Superintendent will provide an educational program in outdoor science, conservation, and environmental education aligned with California Department of Education standards. Services include program coordination, scheduling, staffing of naturalists, educational programming, food services, basic first aid supplies, and operational support for the residential outdoor education experience.

The agreement also outlines District responsibilities, including coordination with the Outdoor Education program, transportation of students and staff, provision of teacher

supervision, and support services for students requiring additional medical, behavioral, or physical assistance while attending camp.

In the event students are unable to participate in the residential program due to State or County health requirements, the County Office of Education will provide alternative outdoor and environmental education activities, including field trips, school-based activities, and live-stream educational opportunities.

Fifth-grade students will travel to Camp Jones Gulch by District school bus and be accompanied by their classroom teachers, who will serve as chaperones throughout the week. In addition, high school student volunteers will participate as Camp Leaders. All participants, including students, teachers, and high school camp leaders, will stay overnight in designated cabins at Camp Jones Gulch for the duration of the program.

The following schools are scheduled to participate in Outdoor Education during the 2026–2027 school year:

Date	School	Estimated # of Students
January 19 – January 22, 2027	Sunshine Gardens Elementary Ponderosa Elementary Spruce Elementary	32 59 34
February 8 – February 11, 2027	Los Cerritos Elementary	22
March 15 – March 19, 2027	Skyline Elementary	46
April 19 – 23, 2027	Monte Verde Elementary	82
May 3 – May 7, 2027	Buri Buri Elementary	78
May 17 – May 20, 2027	Junipero Serra Elementary Martin Elementary	48 45

FISCAL IMPLICATIONS:

The agreement establishes a per-student fee structure based on the length of the program and student eligibility for the National School Breakfast and Lunch Program:

- Up to $575 per student for a five-day program, or $550 for qualifying students
- Up to $500 per student for a four-day program, or $475 for qualifying students
- $250 per attending teacher

Transportation costs, teacher stipends, and substitute teacher costs are not included and remain the responsibility of the District or school site.

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

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

RECOMMENDATION:

Staff recommends approval of the agreement between the South San Francisco Unified School District and the San Mateo County Superintendent of Schools for Outdoor Education services at Camp Jones Gulch for the 2026–2027 school year and approval for fifth-grade students, teachers, and high school volunteers serving as camp leaders to participate in the San Mateo County Outdoor Education Program in La Honda, California.

AGREEMENT

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

WITNESSETH

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

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

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Responsibilities of the District

THE DISTRICT SHALL:

A. During May 2026, designate a person to act as the District's liaison to the Superintendent's Outdoor Education program.
B. By May 15, 2026, provide the Superintendent with a copy of the District's calendar and a "Participation Planning Form" (Attachment A) containing an estimate of the number of students who will participate in Outdoor Education during the 2026-2027 school year.
C. Cooperate with the Superintendent's staff in following the procedures for planning and implementing the program as delineated in the Coordinator's Guide (Attachment B).
D. Provide transportation for the District's students and staff to and from the Outdoor Education site.
E. Ensure the presence of one teacher per 30 students during the District's attendance at Outdoor Education.

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

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

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

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

II. Responsibilities of the Superintendent

THE COUNTY SUPERINTENDENT SHALL:

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

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

C. Provide the necessary insurance coverage to protect the Superintendent's own employees and agents.

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

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

III. Fees

IN CONSIDERATION of the services performed, the District agrees to pay the Superintendent a per student fee not to exceed *five hundred and seventy-five dollars ($575)* or a per student fee not to exceed *five hundred and fifty dollars ($550)* for those who qualify for the national school breakfast and lunch program (for a five day program); a per student fee not to exceed *five hundred dollars ($500*) or a per student fee not to exceed *four hundred and seventy-five dollars ($475*) for those who qualify for the national school breakfast and lunch program (for a four day program); plus *two hundred fifty dollars ($250.00)* for each teacher in attendance from the District. The per student fee is based on either 90% of the estimated number of students projected in May 2026 or the actual number of students in attendance, whichever is greater. Transportation and stipends for teachers and substitute teachers are not included in these fees and are the responsibility of the school or District.

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

IV. Term of Agreement

The term of this Agreement shall be from July 1, 2026 through June 30, 2027 and may be reviewed and renewed for additional periods of one (1) year by mutual consent.

V. Termination of Agreement

The District may terminate this Agreement by providing written notice to the Superintendent not less than eight (8) weeks prior to the start date of the District's scheduled Outdoor Education program, and if timely notice is given, the District will not be invoiced. Upon written request by the District, the Superintendent may, but is not required, to reschedule the District's Outdoor Education program to a different week in the 2026-27 master schedule, as available space may permit. If the District terminates this Agreement or otherwise cancels its participation in the Outdoor Education program less than eight (8) weeks prior to the scheduled start date, the District shall be responsible for full payment of Fees due under Section III.

The Superintendent may terminate this Agreement, in whole or in part, by giving written notice specifying the effective date and scope of such termination upon thirty (30) days' written notice. The Superintendent may immediately terminate this Agreement, in whole or in part, due to the unavailability of Federal, State, or local funds by providing written notice to the District as soon as is reasonably possible after the Superintendent learns of said unavailability of funding. During inclement weather, emergency, or due to local order, the Superintendent may

terminate this Agreement or otherwise cancel the District's scheduled Outdoor Education program if the Superintendent reasonably believes that inclement weather or other emergency create unsafe conditions for the program to take place or to continue. In such cases, the Superintendent may reschedule the District's Outdoor Education program to a different week in the 2026-27 master schedule, as available space may permit, or may adjust the District's invoice based on actual number of days attended.

VI. Hold Harmless and Indemnification

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

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

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

VII. Independent Contractor

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the District and the Superintendent, but it is an Agreement between independent contractors, those being the District and the Superintendent.

VIII. Assignability

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

IX. Alterations of Agreement

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

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

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

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

_____ Date: _____

SAN MATEO COUNTY
SUPERINTENDENT OR DESIGNEE

_____ Date: _____

DISTRICT SUPERINTENDENT

AC 04/21/2026

SAN MATEO COUNTY OFFICE OF EDUCATION

Excellence and Equity in Education
Nancy Magee • County Superintendent of Schools

May 27, 2026

To: Districts, Principals, and Elementary Staff of Schools attending Outdoor Education

From: Allison Collins
Director of Outdoor Education

Subject: **Costs and Schedule of Attendance for Outdoor Education for 2026-2027**

Attached is the schedule for your school's participation in the Outdoor Education Program. We have included all schools that will be attending with your school. Please remember that our site capacity is limited, and any increase in attendance is on a space-available basis. Additional students above the projected number must be pre-approved by contacting the Outdoor Education office to request additional spaces. Changes downward affect costs, and your contract guarantees payment for 90% of the projected number. **Please email or call us as early as possible if you have any concerns about your numbers.**

We are unable to accommodate school rescheduling requests unless there is a major conflict with your school's schedule. Only contact us if there are scheduling problems after checking with another school in your district with a similar number of students attending. If intra-district rescheduling is possible, email Amanda Lee at alee@smcoe.org to confirm the change.

Costs of the program for 2026-2027 are:

Five-day week	$575.00 for students	$550.00 for free/reduced lunch
Four-day week	$500.00 for students	$475.00 for free/reduced lunch
Teacher/Para/Nurse Charge	$250.00/week	

Transportation and stipends for teachers and substitute teachers are not included in these fees and are the responsibility of the school. Schools are required to supply and transport high school cabin leaders in the approximate ratio of one cabin leader for every 10 students.

The Outdoor Education staff is excited for the 2026-27 school year and looks forward to providing a life-long learning experience for your students. If you have questions, please contact us at 650-802-5360.

Enclosure: Schedule of Attendance

WEEK	DATES	DISTRICT	SCHOOL	GRADE	Proj #	Date Rosters are due to Amanda:
1	Sept. 14 - Sept. 18	Pleasant Ridge USD	Magnolia Intermediate (530) 268-2815	6th	**159**	28-Aug
2	Sept. 21 - Sept. 25	Redwood City SD	North Star Academy (650) 482-2411	5th	90	4-Sep
		Redwood City SD	Garfield (650) 482-2405	5th	38	
		Belmont - Redwood Shores	Sandpiper (650) 631-5510	5th	59	
					187	
3	Sept. 28 - Oct. 2	Pacifica SD	Vallemar (650) 738-6655	5th	64	11-Sep
		Pacifica SD	Ortega (650) 738-6670	5th	64	
		Belmont - Redwood Shores	Central Elementary (650) 637-4820	5th	75	
					203	
4	Oct. 5 - Oct. 9	Pacifica SD	Sunset Ridge / Ocean Shore (650) 738-6687	5th	81	18-Sep
		Woodside SD	Woodside Upper (650) 851-1571	5th	47	
		Redwood City SD	Roy Cloud (650) 482-2414	5th	75	
					203	
5	Oct. 12 - Oct. 16	SMFC SD	Foster City (650) 312-7522	5th	120	25-Sep
		SMFC SD	Laurel Elementary (650) 312-7555	5th	82	
					202	
6	Oct. 19 - Oct. 23	Burlingame SD	McKinley (650) 259-3870	5th	90	2-Oct
		Burlingame SD	Roosevelt (650) 259-3890	5th	40	
		Belmont - Redwood Shores	Nesbit (650) 637-4860	5th	75	
					205	
7	Oct. 26 - Oct. 30	Brisbane ESD	Brisbane (415) 467-0120	5th	31	9-Oct
		Brisbane ESD	Panorama (415) 586-6595	5th	20	
		Millbrae SD	Lomita Park (650) 588-5852	5th	35	
		Millbrae SD	Green Hills (650) 588-6485	5th	54	
		Burlingame SD	Franklin (650) 259-3850	5th	58	
					198	
8	Nov. 2 - Nov. 6	La Honda-Pescadero USD	Pescadero MS (650) 879-0274	6th	10	16-Oct
		Private	Mission Hills MS (510) 493-2189	6th	35	
		Cabrillo USD	Cunha Intermediate (650) 712-7190	6th	110	
					155	
9	Nov. 16 - Nov. 20	Hillsborough City SD	West Hillsborough (650) 344-9870	5th	50	30-Oct
		Hillsborough City SD	South Hillsborough (650) 344-0303	5th	50	
		Hillsborough City SD	North Hillsborough (650) 347-4175	5th	50	
		SMFC SD	Beach Park (650) 312-7400	5th	50	
					200	
10	Nov. 30 - Dec. 4	Redwood City SD	Orion at John Gill (650) 482-2406	5th	44	13-Nov
		San Carlos SD	Arroyo (650) 632-8300	5th	145	
					189	

WEEK	DATES	DISTRICT	SCHOOL	GRADE	Proj #	Date Rosters are due to Amanda:
11	Dec. 7 - Dec. 11	Manteca USD	George McParland (209) 858-7290	5th	120	20-Nov
		Belmont - Redwood Shores	Fox (650) 637-4850	5th	75	
					195	
12	Jan. 11 - Jan. 15	Jefferson ESD	Garden Village (650) 991-1233	5th	30	18-Dec
		Menlo Park SD	Laurel (650) 321-6010	5th	111	
					141	
13*	Jan. 19 - Jan. 22	SSFUSD	Sunshine Gardens (650) 877-8784	5th	32	4-Jan
		SSFUSD	Ponderosa (650) 877-8825	5th	59	
		SSFUSD	Spruce (650) 877-8780	5th	34	
		SMFC SD	San Mateo Park (650) 312-7577	5th	50	
					175	
14	Jan. 25 - Jan. 29	Las Lomitas ESD	La Entrada MS (650) 854-3962	5th	120	8-Jan
		Evergreen SD	Silver Oak Elementary (408) 223-4515	5th	68	
					188	
15	Feb. 1 - Feb. 5	Belmont - Redwood Shores	Cipriani (650) 637-4840	5th	90	15-Jan
		Jefferson ESD	Susan B. Anthony (650) 997-7880	5th	32	
		Jefferson ESD	MH Tobias (650) 991-1246	5th	50	
					172	
16*	Feb. 8 - Feb. 11	Jefferson ESD	Thomas Edison (650) 991-1250	5th	40	22-Jan
		Jefferson ESD	MP Brown (650) 991-1243	5th	35	
		Jefferson ESD	Daniel Webster (650) 991-1222	5th	27	
		SSFUSD	Los Cerritos (650) 877-8841	5th	22	
					124	
17*	Feb. 16 - Feb. 19	San Carlos / Private	Arbor Bay School (650) 244-1519	5th	2	29-Jan
		SMFC SD	George Hall (650) 312-7533	5th	53	
		SMFC SD	Beresford Elementary (650) 312-7551	5th	28	
		SMFC SD	Baywood (650) 312-7511	5th	85	
					168	
18	Feb. 22 - Feb. 26	SMFC SD	Audubon (650) 312-7500	5th	64	5-Feb
		Menlo Park City SD	Encinal (650) 326-5164	5th	112	
					176	
19	Mar. 1 - Mar. 5	San Carlos SD	Mariposa (650) 832-4201	5th	150	12-Feb
		La Honda - Pescadero USD	La Honda Elementary (650) 747-0051	5th	10	
		La Honda - Pescadero USD	Pescadero Elementary (650) 879-0332	5th	12	
					172	
20	Mar. 8 - Mar. 12	Menlo Park SD	Oak Knoll (650) 854-4433	5th	93	19-Feb
		Jefferson ESD	FD Roosevelt (650) 991-1230	5th	30	

WEEK	DATES	DISTRICT	SCHOOL	GRADE	Proj #	Date Rosters are due to Amanda:
		SMFC SD	Brewer Island (650) 312-7532	5th	37	
		SMFC SD	Fiesta Gardens (650) 312-7691	5th	40	
					200	
21	Mar. 15 - Mar. 19	SSFUSD	Skyline (650) 877-8941	5th	46	26-Feb
		Redwood City SD	Adelante Selby (650) 482-2415	5th	69	
					115	
22*	Mar. 22 - Mar. 25	Redwood City SD	Taft (650) 482-2416	5th	40	5-Mar
		Burlingame SD	Washington (650) 259-3880	5th	71	
		Burlingame SD	Hoover (650) 259-3900	5th	33	
		Belmont - Redwood Shores	Redwood Shores Elementary (650) 802-8060	5th	63	
					207	
23	Mar. 29 - Apr. 2	Jefferson ESD	George Washington (650) 991-1236	5th	30	12-Mar
		Redwood City SD	Hoover (650) 482-2408	5th	35	
		Portola Valley SD	Corte Madera (650) 851-1777	5th	65	
					130	
24	Apr. 5 - Apr. 9	San Bruno Park SD	Portola (650) 624-3175	5th	46	19-Mar
		San Bruno Park SD	Allen (650) 624-3140	5th	50	
		San Bruno Park SD	Belle Air (650) 624-3155	5th	40	
		Redwood City SD	Henry Ford (650) 482-2404	5th	55	
					191	
25	Apr. 19 - Apr. 23	SSFUSD	Monte Verde (650) 877-8838	5th	82	2-Apr
		Burlingame SD	Lincoln (650) 259-3860	5th	90	
					172	
26	Apr. 26 - Apr. 30	Redwood City SD	Clifford (650) 482-2402	5th	68	9-Apr
		SMFCSD	North Shoreview Montessori (650) 312-7588	5th	37	
		Pacifica SD	Cabrillo (650) 738-6660	5th	64	
					169	
27	May 3 - May 7	Jefferson ESD	Woodrow Wilson (650) 991-1255	5th	38	16-Apr
		Jefferson ESD	JFK (650) 991-1239	5th	38	
		Redwood City SD	Roosevelt (650) 482-2413	5th	42	
		SSFUSD	Buri Buri (650) 877-8776	5th	78	
					196	
28	May 10 - May 14	San Bruno Park SD	John Muir (650) 624-3160	5th	67	23-Apr
		Millbrae SD	Spring Valley (650) 697-5681	5th	64	
		Millbrae SD	Meadows (650) 583-7590	5th	65	
					196	
29*	May 17 - May 20	SSFUSD	Junipero Serra (650) 877-8853	5th	48	30-Apr
		SSFUSD	Martin (650) 877-3955	5th	45	

WEEK	DATES	DISTRICT	SCHOOL	GRADE	Proj #	Date Rosters are due to Amanda:
		Jefferson ESD	Westlake (650) 991-1252	5th	20	
					113	
				Total	**5101**	

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
Kathie Nguyen, Principal – Parkway Heights Middle School

DATE: June 11, 2026

RE: Parkway Middle School ASB Leadership to attend Disney's Imagination Campus – Teamwork the Disney Way Workshop at Disneyland Park in Anaheim, California October 14 – 17, 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:

Parkway Heights Middle School ASB Leadership students are requesting approval to participate in Disney's Imagination Campus – Teamwork the Disney Way Workshop at Disneyland Park in Anaheim, California from October 14–17, 2026.

This educational leadership experience is designed to provide students with hands-on opportunities to strengthen collaboration, communication, leadership, and team-building skills through interactive activities facilitated by Disney Imagination Campus staff. The workshop highlights the importance of teamwork and shared responsibility while introducing students to the Disney philosophy and strategies behind high-performing teams.

During the workshop, students will explore the attributes of effective teams, examine their personal leadership strengths, and learn how diversity of thought, communication, trust, compromise, and collaboration contribute to successful team environments. Students will also participate in activities focused on overcoming challenges, supporting team members, and working toward shared goals.

The program aligns with National Common Core and California State Standards and reinforces classroom learning through real-world educational experiences that support college, career, and leadership readiness.

Participation in this workshop will provide Parkway Heights Middle School ASB Leadership students with meaningful opportunities to further develop leadership capacity, strengthen interpersonal skills, and apply teamwork strategies that can positively impact their school community. Students and chaperoning staff will travel to and from Parkway Heights Middle School by chartered bus transportation.

FISCAL IMPLICATIONS:

The cost of the trip will be covered by fundraising, school site funds, ASB funds and participants. No ASB 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 approve the Parkway Heights Middle School ASB students to travel to Anaheim, California October 14 – 17, 2026 to attend Disney's Imagination Campus – Teamwork the Disney Way Workshop at Disneyland Park.

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: June 11, 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:

Certificated Contract:

Calderon, Nathalie - Probationary Contract at Spruce Elementary School Effective 7/1/2026 | Salary Placement: A-1

Chavez, Yazmin - Probationary Contract at District Office, Special Education Department Effective 7/1/2026 | Salary Placement: P-5

Fay, Griffin - Probationary Contract at El Camino High School Effective 7/1/2026 | Salary Placement: A-1

Gonzalez, Maria - Probationary Contract at El Camino High School Effective 7/1/2026 | Salary Placement: D-4

Guerrero Viruete, Alexandra - Probationary Contract at Spruce Elementary School Effective 7/1/2026 | Salary Placement: A-1

Haley, Maia - Probationary Contract at Martin Elementary School Effective 7/1/2026 | Salary Placement: A-1

Marlar, Emili - Probationary Contract at Sunshine Gardens Elementary School Effective 7/1/2026 | Salary Placement: A-1

Padilla, Elizabeth - Probationary Contract at Skyline Elementary School Effective 7/1/2026 | Salary Placement: A-1

Vina, Olivia - Probationary Contract at Monte Verde Elementary School Effective 7/1/2026 | Salary Placement: A-1

Ballard, Grace - Probationary Contract at El Camino High School Effective 7/1/2026 | Salary Placement: A-1

Buhay, Jon Francis - Probationary Contract at District Office, Special Education Department Effective 7/1/2026 | Salary Placement: SLP-5

Reodica, James - Probationary Contract at District Office, Special Education Department Effective 7/1/2026 | Salary Placement: SLP-5

Farcone, Joseph - Probationary Contract at El Camino High School Effective 7/1/2026 | Salary Placement: B-5

Salvo, Autumn - Probationary Contract at Westborough Middle School Effective 7/1/2026 | Salary Placement: A-1

Baticuang, Michelle - Probationary Contract at Junipero Serra Elementary School Effective 7/1/2026 | Salary Placement: C-13

Cala, Michael - Probationary Contract at Alta Loma Middle School Effective 7/1/2026 | Salary Placement: A-1

Ahmed, Ziad - Probationary Contract at Alta Loma Middle School Effective 7/1/2026 | Salary Placement: A-1

Administrative Appointment:

Hough, Nikole - Program Specialist, District Office - Special Education Department Effective 7/1/2026

Aro, Adriana - Program Specialist, District Office - Special Education Department Effective 7/1/2026

Resignation:
Ng, Tiffany - Assistant Principal at South San Francisco High School Effective: 6/30/2026

Kleiner, Jessica - Speech & Language Pathologist at District Office Effective 6/1/2026

Berend, Silvana - Speech & Language Pathologist at District Office Effective 6/1/2026

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: June 11, 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:

Admin Transfer:
654 - Paraprofessional II - Special Education, El Camino High School, 6 hours per day | Range 29, Step 5 | Effective: Date: March 16, 2026

Employment:
Yacilla Medina Joaquin – Paraprofessional I - Bilingual, Martin Elementary School, 6 hours per day | Range 25, Step 1 | Effective: May 12, 2026

Ugarte, Denise –Paraprofessional I - Special Education, Martin Elementary School, 6 hours per day | Range 26, Step 2 | Effective: May 20, 2026

Vargas, MA Elena –Paraprofessional I, Los Cerritos Elementary School, 6 hours per day | Range 25, Step 5 | Effective: May 26, 2026

Promotion:
Sanchez, Diego – Lead Grounds Maintenance Worker, Location, 8 hours per day | Range 41, Step 5 | Effective: May 20, 2026

Resignation:
Collins, Michelle – Paraprofessional I, Ponderosa Elementary School, 6 hours per day | Range 25, Step 5 | Effective: May 29, 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: June 11, 2026

RE: Memorandum of Understanding with South San Francisco Classroom Teachers Association for the Golden State Pathways Program (GSPP) (2026-2027)

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 ("District") and the South San Francisco Classroom Teachers Association ("Association") hereby agree to this Memorandum of Understanding ("MOU"), effective August 10, 2026 and expiring May 28, 2027, for the purpose of authorizing additional duties and compensation to eligible participating employees in the District's Career and Technical Education ("CTE") Golden State Pathways Program ("GSPP").

FISCAL IMPLICATIONS:

The District and the Association agree that the eligible participating employees shall receive additional compensation in the form of a one-time, off salary schedule payment ("stipend") equal to ten hundred dollars ($10,000) of additional duties performed. Golden State Pathways Program (GSPP) Grant Fund (Account Code: 01-6383-0-3800-1000-1135-032-312) will be utilized to cover the cost.

STAFF RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approves the Memorandum of Understanding with the South San Francisco Classroom Teachers Association for the Golden State Pathways Program (GSPP) for the 2026-2027 school year.

Docusign Envelope ID: 81541440-1980-8590-8133-5E77DAF46D46

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street | South San Francisco, CA 94080
Phone: (650) 877-8700 | Fax: (650) 583-4717
www.ssfusd.org
Dr. Shawnterra Moore, Superintendent

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
SOUTH SAN FRANCISCO CLASSROOM TEACHERS ASSOCIATION
IN RE
GOLDEN STATE PATHWAYS PROGRAM

The South San Francisco Unified School District ("District") and the South San Francisco Classroom Teachers Association ("Association") hereby agree to this Memorandum of Understanding ("MOU"), effective August 10, 2026 and expiring May 28, 2027, for the purpose of authorizing additional duties and compensation to eligible participating employees in the District's Career and Technical Education ("CTE") Golden State Pathways Program ("GSPP"). The District and the Association agree that eligible participating employees shall be defined as CTE classroom teachers of record who possess valid CTE credential(s) authorized and issued by the California Commission on Teacher Credentialing, and whose work assignment and location is to provide direct services to meet the educationally-related needs of the District's high school students enrolled in the CTE program.

In alignment with the District's Local Control and Accountability Plan ("LCAP") Goal 1.6 UC/CSU Requirements Met (Graduation Rate) and State Priority 7 (Course Access), the District and the Association agree that the eligible participating employee shall perform the following additional duties:

- Create a standards-based course design and curriculum for the Patient Care pathway along with pacing guide (50 hours)
- Attend and participate in all required Patient Care pathway program collaboration meetings and professional development trainings hosted or arranged by grantor (30 hours)
- Host Patient Care pathway student ambassadors/interns, which includes monitoring student performance, providing support and guidance to student ambassadors/interns and maintaining records (e.g., timecards, evaluations, and student feedback, etc.) (80 hours)

Docusign Envelope ID: 81541440-1980-8590-8133-5E77DAF46D46

- Order all required course instructional materials, equipment and supplies, and texts, and lead student recruitment efforts into the Patient Care pathway (5 hours)

The District and the Association agree that the eligible participating employees shall receive additional compensation in the form of a one-time, off salary schedule payment ("stipend") equal to ten thousand dollars ($10,000) distributed over two installments of five thousand dollars ($5,000) per one semester of additional duties performed:

- Each payment installment shall be distributed to each eligible participating employee in their December 2026 and May 2027 paychecks.
- If the eligible participating employee does not perform all of the additional duties described herein, then the employee shall receive a prorated stipend amount based on the total number of hours commensurate with the additional duties performed.
- If the eligible participating employee performs all of the additional duties described herein, and the additional duties exceed the one hundred sixty-five (165) hours of work agreed upon in this MOU, then the District shall ensure eligible participating employees complete and submit pre-approved timecards for all hours worked in excess at the certificated unit member hourly rate of sixty dollars ($60) per one hour of excess work performed, in accordance with the Article 7 - Compensation and Benefits, of the collective bargaining agreement in force between the District and the Association.
- Eligible participating CTE certificated employees shall be paid from the GSPP grant account code: 01-6383-0-3800-1000-1135-032-312.

The District and the Association agree that this MOU shall not constitute a binding precedent or establish any past practice for any purpose whatsoever and shall not be cited by any party in any future proceeding, except as it relates to enforcing this specific MOU.

DocuSigned by:
Shari Giusti
A05BC7E1AEEA47F...

5/18/2026

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

DocuSigned by:
J. Marwan Hannon
9BE9E0D45FBA4EA...

5/7/2026

J. Marwan Hannon — Date
Assistant Superintendent, Human Resources

Docusign Envelope ID: 81541440-1980-8590-8133-5E77DAF46D46

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
SOUTH SAN FRANCISCO CLASSROOM TEACHERS ASSOCIATION
IN RE
SPECIALIZED SECONDARY PROGRAMS EMERGENCY RESPONSE PATHWAY

The South San Francisco Unified School District ("District") and the South San Francisco Classroom Teachers Association ("Association") hereby agree to this Memorandum of Understanding ("MOU"), effective August 10, 2026 and expiring May 28, 2027, for the purpose of authorizing additional duties and compensation to eligible participating employees in the District's Career and Technical Education ("CTE") Golden State Pathways Program ("GSPP").

I do hereby agree to the terms and conditions of the enclosed MOU between the District and the Association regarding the GSPP Golden State Pathways Program for the 2026-2027 school year.

_____

Print Employee Name

_____ _____

Employee Signature Date

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 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 May 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 MAY 2026.

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

$6,178.69 from Junipero Serra PTA to Junipero Serra Elementary School for the purchase of 3 classroom interactive TVs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2026

RE: Acceptance of 2025-26 Fundraisers

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

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

The following fundraisers are being submitted for approval:

Alta Loma Middle School

Leadership	Holiday Grams – Selling holiday-themed cards with candy for various holidays throughout the 2026–27 school year.
Leadership	Spirit Gear Sale – Selling a variety of spirt gear such as shirts, socks, water bottles, and more. Commencing throughout the 2026-27 school year.
Leadership	In-N-Out Burger Card Fundraiser – Selling fundraiser cards with 20%of proceeds benefiting ALMS. Commencing throughout the 2026-27 school year.

Leadership	Restaurant Takeovers - Events will take place at local restaurants located within close proximity to the school, including establishments such as Panda Express, Red Robin, MOD Pizza, Round Table Pizza, Coco3, and others. Commencing throughout the 2026-27 school year.
Leadership	Spam Musubi Sale – Commencing throughout the 2026-27 school year, during special events.
Leadership	Jamba Juice Smoothie Card Sale – Selling fundraiser cards, with a portion of proceeds benefiting the club. Commencing throughout the 2026-27 school year.
Leadership	Hot Chocolate Sale – Selling hot chocolate drinks before school starts. Commencing throughout the 2026-27 school year.
Leadership	Snack Sale – Leadership will be selling a variety of snacks after school each month throughout the 2026-27 school year. Items may include pretzel sticks, chocolate bars, meat sticks, and other assorted snacks.
Leadership	Snack Sale – Selling a variety of snacks during Movie Night, After-School Hangout, Dayon-the-Green, and other school-related events. Snacks include chips, candy, pastries, and more. Commencing throughout the 2026-27 school year.
Leadership	Starbread and Concha Sale – Selling a variety of pastries during the Day-on-the-Green and Halloween events. Commencing throughout the 2026-27 school year.
Leadership	Ozark Lollipop Sale - Commencing throughout the 2026-27 school year.
Leadership	Dippin’ Dots and It’s It Ice Cream Sale – Selling ice cream after school during holiday-themed events throughout the school year. Commencing throughout the 2026-27 school year.
Leadership	Kukui Nut Lei Sale – Selling leis during promotion. Commencing April and May 2027.

Leadership	Quick Quack Car Wash Card Sale - Selling fundraiser cards, with a portion of proceeds benefiting the club. Commencing throughout the 2026-27 school year.
Leadership	Photobooth Services for Events - Photobooths will be provided during special events such as Day-on-the-Green and various fall activities throughout the 2026-27 school year.
Leadership	Concessions Sale – Selling leftover concession items from previous events on a monthly basis, depending on the frequency of events and available inventory. Commencing throughout the 2026-27 school year.
Leadership	San Francisco Giants Tickets Sale – A portion of the proceeds will benefit the club. Commencing March 2027 through May 2027.
Leadership	See's Candy Sale – Orders are accepted online. Commencing October 2026 through December 2026.
Leadership	Lumpia and Starbread Sale – Items will be sold during Halloween 2026 events and Day-on-the-Green activities in 2027.
PE	Water Bottle Sale - Commencing throughout the 2026-27 school year.
PE	Uniform Sale – Purchases are accepted online and in-person. Commencing throughout the 2026-27 school year.

Westborough Middle School

Music Club	Spring Concert Concessions – Selling a variety of snacks during the Spring Concert. Commencing May 20, 2026.

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 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:

District Office – Business Services

$0	ISI Inspection Services, Inc. - On May 8, 2025, the Board of Trustees approved an independent consultant agreement with ISI Inspection Services, Inc. for special inspection and testing services supporting the El Camino High School Central Kitchen and Cafeteria project and the Westborough Middle School Field and Pavement Improvements project. Amendments No. 1 and No. 2 were subsequently approved on December 11, 2025, and February 12, 2026, respectively, to address additional DSA-required inspection and testing services resulting from expanded project scope and construction activities. Amendment No. 3 is now being presented to reallocate the approved budget between the El Camino HS Central Kitchen and Cafeteria project, with no change to the total compensation. The agreement's total amount remains at $142,665.66, funded through the Measure T Bond Program (Fund 21).

District Office - Teaching & Learning

$0	National Student Clearinghouse – Approval to update the existing agreement with National Student Clearinghouse, originally approved on May 27, 2021, to continue providing diploma verification and student data reporting services under revised terms. Commencing June 11, 2026.
$3,600	Ponzuric Learning Solutions/Jenny Ponzuric – To provide professional development training for school psychologists, including PSW training and related assessment tools. Commencing throughout the 2026-27 school year.
Not to Exceed $25,000	Quality Behavioral Solutions – To provide Safety-Care behavioral training and related services for staff supporting students with behavioral needs. Commencing throughout the 2026-27 school year.
Not to Exceed $5,000	Albert Melagrano, MD – To provide specialized support services for students, including language and related services. Commencing throughout the 2026-27 school year.
Not to Exceed $5,000	Certified Languages International, LLC – To provide interpretation and translation services to support student and family communication. Commencing throughout the 2026-27 school year.
Not to Exceed $25,000	Fregosa Ventures Inc. DBA Collaborative Education Advisors - To provide professional development, instructional coaching, externship oversight, and implementation support for the District's Video Arts program in preparation for the 2026–2027 school year. Services will support curriculum development, classroom readiness, Adobe certification preparation, and Career Technical Education (CTE) pathway implementation aligned with High Quality CTE standards. Commencing June 8, 2026 through August 7, 2026.
$3,225	Ringseis, Michael – To provide CTE Handbook content updates and print production services, including on-site photography, post-production editing, and on-site press check

supervision for final booklet printing. Commencing August 1, 2026 through December 30, 2026.

$20,895 Open Architects - To develop and maintain a centralized analytics platform for SSFUSD, including comprehensive dashboards for Student Data, and student intervention tracking tools, and a secure web portal with access controls. Commencing throughout the 2026-27 school year.

District Office – Student & Family Services

$10,818 Hatching Results, Inc. - To provide virtual professional development and consultation services to strengthen comprehensive school counseling programs. Services include training, strategic support, and access to online resources. Commencing May 22, 2026 through June 30, 2027.

Baden High School

$22,000 Fregosa Ventures Inc. DBA Collaborative Education Advisors – To provide curriculum development, instructional coaching, and career technical education (CTE) support services for Baden High School during Summer 2026.

El Camino High School

$850 Mark Ancheta – Providing photobooth services for the Senior Sunset event. Commencing May 22, 2026.

$2,895 PG Entertainment with DJ Patrick Calma and DJ Gary Metcalfe – Providing DJ (disc jockey) services who will introduce and play recorded popular music at the ECHS Graduation Ceremony. Commencing May 29, 2026.

$0 Instructure, Inc. – To provide transcript processing and delivery services for current and former students through a transaction-based platform. Commencing throughout the 2026-27 school year.

Ponderosa Elementary School

$8,900 Soul Shoppe - To provide social-emotional learning services, including the Planet Responsibility digital course, workshops,

and classroom visits for Ponderosa Elementary during the 2026–27 school year.

FISCAL IMPLICATIONS:

Listed above

RECOMMENDATION:

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Fresh Produce Award for 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:

The South San Francisco Unified School District issued a Request for Proposal (RFP #01-26) for the purchase of Fresh Produce for 2026-27.

Proposals were received from two companies: **Gold Star Foods** and **Daylight Foods**.

The evaluation criteria were as follows:

1. Service, satisfaction and previous performance (20 points)
2. Ability to deliver within District's needs (20 points)
3. Safety Records and Controls (10 points)
3. Technology and reports (10 points)
4. Local sourcing (15 points)
5. Reporting and tracking mechanisms (5 points)
6. Pricing (25 points)

After reviewing the proposals submitted, staff are recommending to award the items in the various categories based on the dollar value outlined below:

Company	Amount
Gold Star Foods	$80,759.34
Daylight Foods	$58,743.28
TOTAL	**$139,502.62**

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrance of the Nutrition Services Fund in the amount of **$139,502.62** for the forthcoming 2026-27 fiscal year.

RECOMMENDATION:

Staff is recommending approval of South San Francisco Unified School District's 2026-27 purchases of Fresh Produce, as outlined above, for a total amount equal to **$139,502.62.**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Commercial Foods and Supplies Award for 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:

The South San Francisco Unified School District issued a Request for Proposal (RFP #02-26) for the purchase of Commercial Foods (non-commodity items) and Supplies for 2026-27.

Pricing was requested for items broken down into 9 food categories (Beverages-Shelf Stable; Bread Products; Breakfast; Cereals; Dry Goods; Dairy Products; Lunch; Frozen & Refrigerated Items and Snacks). Paper Supplies were categorized into 5 categories (Paper; Plastic; Aluminum Foil and Trays; Food Service Preparation & Other Supplies and Cleaning Supplies). Proposals were received from five companies: The Danielsen Co, Sysco, Gold Star Foods, Individual Foodservice and P&R Paper Supply Company.

The evaluation criteria were as follows:

1. Small Business and Minority, Woman, and Disabled Veteran Business Enterprise (MWDVBE) (5 points)
2. Customer service and references (20 points)
3. Experience, competence, and Responsiveness (20 points)
3. Responsibility and Business Sustainability (20 points)

4. Food Safety- HACCP and Plant Security (10 points)
5. Cost (50 points)
6. Delivery (20 points)

After reviewing the proposals submitted, staff are recommending to award the items in the various categories based on the dollar value outlined below:

Company	Food	Paper	Total
Gold Star Foods	$147,050.94	N/A	$147,050.94
Individual Foodservice (IFS)	N/A	$51,151.82	$51,151.82
Sysco	$102,690.44	N/A	$102,690.44
TOTAL	**$249,741.38**	**$51,151.82**	**$300,893.20**

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrance of the Nutrition Services Fund in the amount of $**300,893.20** for the forthcoming 2026-27 fiscal year.

RECOMMENDATION:

Staff is recommending approval of South San Francisco Unified School District's 2026-27 purchases in the various categories, as outlined above, for a total amount equal to $**300,893.20.**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Distribution of Processed USDA Foods Award for 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:

The South San Francisco Unified School District issued a Request for Proposal (RFP #03-26) for the distribution of Processed USDA Foods for 2026-27.

The District received two proposals for the Processed USDA Foods contract: **Gold Star Foods** and **Sysco**.

The evaluation criteria were as follows:

1. Experience, Competence, Responsive (20 points)
2. Customer References (10 points)
3. Responsibility and Business Sustainability (10 points)
4. Food Safety - HACCP Plan and Plant Security (10 points)
5. Price (50 points)

Award Determination: Per the terms of our Request for Proposals (RFP), the District will award the contract to only one single responsive bidder. Because Gold Star Foods scored higher on the overall evaluation criteria and met all compliance standards, **Gold Star Foods is awarded this contract.**

Gold Star Foods is the current distributor for SSFUSD Processed USDA Foods for the 2025–26 school year, and staff continues to be highly pleased with their service.

FISCAL IMPLICATIONS:

This RFP recommendation represents the potential commitment and encumbrance of the Nutrition Services Fund in the amount of **$568,379.62**.

RECOMMENDATION:

Staff is recommending approval of the proposal from Gold Star Foods in the amount of **$568,379.62** for the distribution of Processed USDA Foods for 2026-27.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2026

RE: Approval of Facility Use Fees for 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:

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

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

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

FISCAL IMPLICATIONS:

Increase in rental fees for rented facilities for 2026-27.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the facility use fees for 2026-27 as presented.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT 2026-27 RENTAL FEE SCHEDULE		
Rental Rates are per hour unless noted otherwise	**Direct Costs**	**Fair Market**
Standard Classroom	$ 33.76	$ 50.65
Library	$ 56.28	$ 84.42
MUR w/o Kitchen Equipment	$ 78.78	$ 95.68
MUR with Kitchen Equipment	$ 112.55	$ 140.69
Cafeteria Worker is REQUIRED	$ 59.05	$ 59.05
Gym: Large	$ 136.19	$ 178.95
Gym: Small	$ 90.04	$ 121.56
Locker Room (boys or girls)	$ 56.28	$ 73.16
Auditorium	$ 100.17	$ 136.19
Little Theatre	$ 50.65	$ 72.04
Middle School Fields	$ 42.77	$ 61.90
High School Fields	$ 56.28	$ 69.78
High School Turf Field	$ 67.53	$ 81.03
Stadium Field Lights	$ 33.76	$ 33.76
High School All Weather Track	$ 42.77	$ 78.78
Playground/Blacktop/Parking Lot	$ 7.00	$ 10.00
Rates for Custodial (if required)		
* Regular	$ 50.35	$ 50.35
* Overtime	$ 75.53	$ 75.53

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2026

RE: Approval of Lease Rates for 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:

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

The District will not be renting out the Serra Vista facility after December 31, 2026 due to the need to use this facility for storage during the school modernization projects. In addition, due to an agreement, the rate increase for Montessori will be waived next year.

For 2026-27, the District will be adjusting the rates by 3%.

FISCAL IMPLICATIONS:

The recommended 3% in rates for fiscal 2026-27.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the lease rates increase as presented for 2026-27.

Rental-Lease & Permit Revenue

SSFUSD Proposed Lease Income FY 2026-27							
Lessee	**Site Budget**	**Site**	**Room and/or Area**	**2025-26 Total Annual Rent**	**2026-27 Annual Rent - 3% Increase**	**2025-26 Proposed Monthly Rent**	**Utilities to be Charged Separately**
Family Service Agency of San Mateo County	090	Sunshine Gardens	5 Classrooms	55,824.79	57,499.53	4,791.63	N
Friends to Parents	090	Foxridge	12 Classrooms, Admin, Kitchen, Storage, Quad, etc.	298,701.17	307,662.21	25,638.52	N
The Institute for Human & Social Development	090	Baden/Adult Ed	Land Lease for 2 Large Portables, Outdoor Play Area	15,877.51	16,353.84	1,362.82	N
Mills Montessori School	005	Hillside	Hillside Facility	165,610.41	165,610.41	13,800.87	N
Unitek Nursing School	090	Serra Vista	Rooms 3, 5-12 + Admin; Room 4 added effective 3/1/20	150,418.18	77,465.37	6,455.45	Y
			Total Lease Income:	**686,432.06**	**624,591.36**	**52,049.28**	

Notice of Public Hearing

South San Francisco Unified School District
Board of Trustees Meeting
Thursday, June 11, 2026 – 7:00 PM
Baden High School – Gymnasium
825 Southwood Drive, South San Francisco, CA 94080

The South San Francisco Unified School District Board of Trustees will hold the following public hearings as part of the agenda at a Regular Board Meeting:

1. Local Control and Accountability Plan (LCAP) – 2026–27
The Board will receive public input on the District's proposed 2026–27 LCAP, which outlines goals, actions, and services to improve student outcomes and address state and local priorities.

2. Proposed District Budget – 2026–27
In accordance with Education Code Section 42127, the Board will hold a public hearing on the proposed budget for the 2026–27 school year.

Public participation is welcomed and encouraged.

Aviso de Audiencia Pública

Distrito Escolar Unificado de South San Francisco
Reunión de la Mesa Directiva
jueves, 11 de junio de 2026 – 7:00 PM
Baden High School – Gimnasio
825 Southwood Drive, South San Francisco, CA 94080

El Distrito Escolar Unificado de South San Francisco llevará a cabo la siguiente audiencia pública como parte del orden del día en una reunión ordinaria de la Mesa Directiva:

1. Plan de Control Local y Rendición de Cuentas (LCAP) – 2026–27
La Mesa Directiva recibirá comentarios del público sobre el LCAP propuesto para el año escolar 2026–27, el cual describe metas, acciones y servicios para mejorar los resultados estudiantiles y abordar prioridades estatales y locales.

2. Presupuesto Propuesto del Distrito – 2026–27
De acuerdo con la Sección 42127 del Código de Educación, la Mesa Directiva llevará a cabo una audiencia pública sobre el presupuesto propuesto para el año escolar 2026–27.

Se invita y se anima al público a participar.

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: June 11, 2026

RE: Local Control Accountability Plan for 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:

Pursuant to Education Code (EC) 52062(b)(1), school districts are required to hold a public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP). The LCAP is a component of the Local Control Funding Formula (LCFF). All Local Education Agencies (LEAs) are required to develop an LCAP every 3 years and update it annually, with goals and specific activities to address State and local priorities.

The 2026-27 school year is the third year of our current LCAP (2024-27). SSFUSD's LCAP includes broad goals and activities that are intended to best support all students in their learning, as well as focus goals that are intended to support our unduplicated student groups, including low socioeconomic status students, our foster youth students, and our English Learner students.

In addition to the 8 State priorities that LCAP goals must address - student achievement, student engagement, student outcomes, school climate, parental involvement, basic services, implementation of content standards, and course access - SSFUSD sets local priorities based on our District's Strategic Plan. Our goals are in alignment with our Strategic Plan priorities:

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

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

- **Goal 3 - Purposeful Partnerships:** community engagement and family partnerships

- **Goal 4 - Empowered Educators:** staffing and professional development

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

The LCAP includes metrics aligned to each goal and state or local priority, including state-reported school climate, student outcomes, and assessments data, as well as local data. Within the LCAP goals, specific activities are included to provide additional support to student groups including African American, Hispanic/Latinx, Pacific Islander, Special Education, English Learners, Foster Youth, and Homeless students.

SSFUSD presented a mid-year progress update to the Board of Trustees and community on February 26, 2026. The completed 2026-27 LCAP includes an annual update on all goals and activities from the 2025-26 school year and updated goals and activities for Year 3 of this three-year plan.

FISCAL IMPLICATIONS:

The Budget overview for Parents (BOP) is included on pages 2-3 of the 2026-27 LCAP. The LCAP supplemental dollar amount for 2026-27 is approximately $8,274,140.00.

RECOMMENDATION:

This item is for public hearing and informational purposes only.

2026-27 Local Control Accountability Plan

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2026

RE: Public Hearing on 2026-2027 Preliminary Budget

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

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

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

Current Status:

The 2026-27 budget is developed based on a set of assumptions and the most up-to-date information available. Depending on the impact, the school district has 45 days from the date the State budget is enacted to make revisions to its Adopted Budget.

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

Multi-Year Projection

Districts are required to prepare a multi-year budget projection to determine if the school district will be able to meet its financial commitments for the two projected out-years, 2027-28 and 2028-29. The assumptions used and the ending fund balance for these two years will be shown in the presentation at the next scheduled meeting.

Based on these assumptions, the District will be able to meet its financial commitments for 2026-27 and the two succeeding years.

RECOMMENDATION:

Information/Discussion item only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2026

RE: Approval of the updated SSFUSD Governance Handbook

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

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

Since its development, the handbook has been periodically reviewed and updated to reflect current Board operations and organizational needs. Most recently, the Board participated in a workshop on May 2, 2026 and reviewed the Governance Handbook.

The proposed updates for 2026 are minimal in nature and primarily reflect updated dates, Board officer changes, and administrative revisions. No major substantive changes to Board governance protocols or operating procedures are being recommended at this time.

As part of the annual review process, current Trustees will sign the updated handbook to acknowledge their continued understanding of and commitment to the Governance Handbook and its established norms and protocols.

FISCAL IMPLICATIONS

N/A

RECOMMENDATION

It is recommended that the South San Francisco Unified School Board of Trustees approve the updated May 2, 2026 SSFUSD Board Governance Handbook.

South San Francisco Unified School District
South San Francisco Unified School District | 398 B Street, South San Francisco,CA 94080 | (650) 877-8700 Phone | (650) 583-4717 Fax

South San Francisco Unified School District

Draft Governance Handbook

Board of Trustees

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

Superintendent

Dr. Shawnterra Moore

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

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

*On **October 24, 2015, May 14, 2016, December 17, 2016, August 23 & 24, 2017, April 7, 2018, June 2, 2018, February 5 & 6, 2019, May 18, 2019, October 26, 2019, December 15 & 16, 2020, June 5, 2021, July 16, 2022, February 25, 2023, June 3, 2023, May 11, 2024, May 10, 2025**, and **May 2, 2026**, South San Francisco Unified School District Board of Trustees and Superintendent participated in workshops on Effective Governance with the California School Boards Association. This document reflects the governance team's discussions about developing and sustaining a framework for effective governance. The notes reflect highlights of their ongoing conversations about unity of purpose, roles, responsibilities, norms, and protocols that enable the governance team to continue to perform its responsibilities in a way that best serves all students.*

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UNITY OF PURPOSE

I Became a Board Member/Superintendent Because I…

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

UNITY OF PURPOSE

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

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

UNITY OF PURPOSE

What We Are Most Proud of About this District:

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

UNITY OF PURPOSE

What We Hope to Accomplish:

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

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

UNITY OF PURPOSE

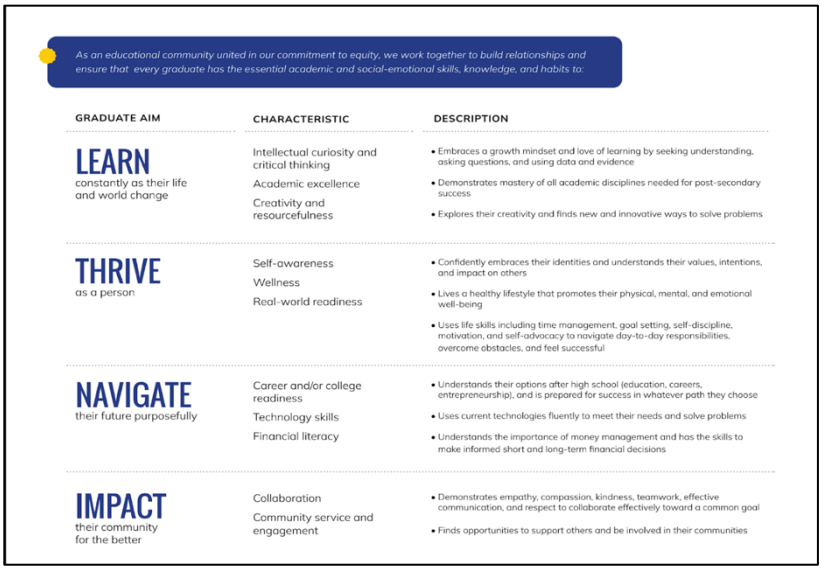
We Believe that a Strong, Effective Governance Team Is…

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

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

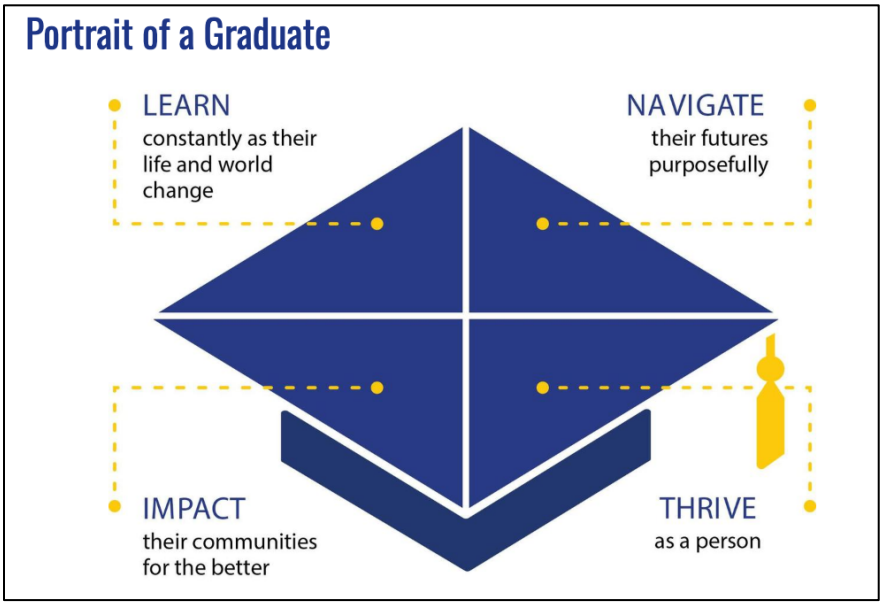
South San Francisco Unified School District
MISSION STATEMENT
"Laying the Foundation for a Lifetime of Learning"

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



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

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



OUR CORE VALUES

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

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

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

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

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

Board Priorities

OUR PRIORITIES

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

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

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

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

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

GAINING CLARITY ON ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent - CSBA:

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

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

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

Performing Board Responsibilities - CSBA:

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

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

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

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

Performing Board Responsibilities – CSBA *(continued)*:

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

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

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

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

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

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

GAINING CLARITY ON ROLES AND RESPONSIBILITIES AND ENHANCING TEAM COMMUNICATION:

What the Board Needs from the Superintendent:

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

What the Superintendent Needs from the Board:

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

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

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

What Board Members Need from Each Other:

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

South San Francisco Unified School District
Governance Team

AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

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

Our Agreements to Facilitate Governance Leadership:

South San Francisco Unified School District Norms

Our Governance Team wishes to create a culture that demonstrates …

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

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

Governance Team Meeting Guidelines

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

Therefore, we agree to:

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

Protocols
STRUCTURE AND PROCESS

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

Protocols to Facilitate Governance Leadership:

SSFUSD Governance Team Communication Protocols

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

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

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

Topic:	Protocol:
Communication among Board Members	**<u>We agree to the following:</u>** • Individual Board Members will be open, honest, and professional with each other. • When individual Board Members have relevant information pertaining to the district, they will share that information with the Superintendent who will then inform the rest of the board. • When an issue or conflict arises between any two members of the Governance Team, the two individuals will discuss the matter and

	work through it directly and outside of the meeting. They will not involve an intermediary.

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

Topic:	Protocol:

Email Response Templates	**Rationale:** We wish to be consistent in our responses and adhere to the principles outlined in BB 9200, *Limits of Board member Authority.* **Therefore, we agree to use the following templates when responding to emails:** Communication Templates - Responding to Community: **General:** Board president responses should include four key elements and should carefully balance honoring the person who spoke up while not committing the board or district to any specific action as decisions are only made in board meetings when the members of the board can deliberate. The typical response includes: **1. A thank you** ❖ For example: Thank you for reaching out. **2. Validation for the person communicating with the board. Typically, it is helpful to join the validation with a value shared by the board and Superintendent.** ❖ For example: I really appreciate your sharing your concerns about field use. Ensuring students have access to fields to support their physical, social, and emotional development is a key priority for the school board and Superintendent. **3. An appropriate next step if one is applicable** ❖ For example: I have included the superintendent in this response so that she may direct the appropriate staff to follow up with you to develop a better understanding of the factors contributing toward this challenge. ❖ For example: I have included the superintendent in this response so that she is informed that this is a particular challenge that has been shared with the Board.

4. A statement about the board communication protocol

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

Employee/Personnel/Staffing Matters:

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

Negotiations:

Thank you for your email. The Board and Superintendent highly value all members of the staff within South San Francisco Unified School District, and we really appreciate your thoughts. We appreciate that the staff of South San Francisco Unified School District is absolutely essential in ensuring that every child thrives. Negotiations are highly confidential, so I am not at liberty to discuss collective bargaining, and I appreciate your understanding regarding the confidentiality of the matter. While I cannot comment on negotiations, I do want to communicate that I highly value your reaching out as it helps inform the Board's and Superintendent's thinking as we move through the negotiations process. I have included the Superintendent in my

response so that she is aware of these thoughts. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications, so thank you for reaching out!

School Safety:

Thank you for your email. Please know that safety of our students is our highest priority for the South San Francisco Unified School District. Children need to feel safe to learn and we strive to ensure all students attending our schools feel safe and can focus on learning, free from any type of distractions. I have included the Superintendent in this communication so that she or the staff member she designates can look into the matter further. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications. Thank you for your communication as we all recognize and place a high value on keeping all students safe in SSFUSD.

School Traffic:

Thank you for your email! Ensuring students get to and from school safely so that they can focus on learning while they are in class and arrive home safely is a definite priority for the Board and Superintendent. Children need to feel safe in order to learn. I have included the Superintendent in this communication so that she or the staff member she designates can look into the matter further. As appropriate, they will work in partnership with law enforcement. Per board protocol, only the Board President will respond to communications to keep the School Board in compliance with the Brown Act, but all Board Members do read all communications. Thank you for your communication as we all recognize and place a high value on keeping all students safe in SSFUSD.

Culture and Climate:

Thank you for your email. Creating a positive, inclusive, and welcoming climate at every school within South San Francisco Unified

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

Topic:	Protocol:
Statements on Social Media Platforms	**<u>Rationale:</u>** We wish to adhere to the guiding principles that: • We speak with one voice. • There are "no surprises." • We all receive the same information**.** **<u>Therefore, we agree to the following:</u>** • Statements made on social media by any Board Member will not make assumptions about the opinions of other Board Members or

	the District unless the Board has taken formal action on that item or issue. • We will proceed with caution because people assume that we speak for the Board. • We will be mindful of politically charged and polarizing issues/situations and be very cautious in these situations. • All individual statements will include a disclaimer stating clearly that this is a personal opinion, and not the opinion of the Board. • We will never post statements that might possibly be a Brown Act violation.

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

	• The Superintendent, Board President or designee will be proactive in providing information to the press, especially in times of an emergency or controversy.

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

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

	Committee Reports to the Board: • Committee reports will be added to the agenda, • The Bond Director will provide periodic reports. • Board Members will provide informal reports on the committee meetings to which they are assigned.

Topic:	Protocol:
One-on-One Meetings with the Superintendent	**Rationale:** We wish to clarify the purpose and what transpires at those meetings. **Purpose of One-on-One Meetings:** The purpose of these meetings is to check-in, answer clarifying questions, provide updates, as needed and to keep the Superintendent informed about "hot topics" that are brewing in the community. **We agree to the following regarding our One-on-One Meetings:** **DO'S:** • Utilize the time to check-in with each other with statements, such as, "How are you?" • Board Members will share information that they are hearing out in the community, especially regarding "hot topics." • Board Members will ask clarifying questions. • We will remember to send those questions to the Superintendent in advance, whenever possible, so that she has the information available for us at the time of our meeting. • Email, "Google Docs" and "Meeting Memos" are acceptable forms of communication.

	• Notify the Superintendent in advance if we have questions regarding other departments so that she can invite those individuals to the meeting. • The Superintendent will provide updates to Board Members. • Board Members will be aware of staff time required to answer questions and whether or not the item is relevant to current goals and issues/programs or projects. • Meeting time will be limited to 30 minutes to an hour. **DON'TS:** • Individual Board Members will refrain from giving the Superintendent or any other staff members direction during these meetings or at any other time. That is the domain of the entire Board, as stated in BB 9200, *Limits of Board Member Authority*. Board Members will take all such requests to Board Meetings and raise the issues during "Future Agenda Items" for the consideration of the entire Board. This includes requests that have been given to the Superintendent in the past.

Topic:	Protocol:
Board Meeting Management – Effective Deliberation, Public Comment	**Rationale:** • The Board Meeting is a meeting to conduct district business in public. • We honor people's opinions, but an appropriate process must be in place in order to have orderly meetings. **Therefore:** • The Board President facilitates the Board discussion and manages public input. • When opening public comment, the Board President will refer to the public input guidelines on the board meeting agenda, as stated in BB 9323. • Each item will have a 20-minute time limit for public comment and will be timed by the Vice President. Three minutes are allotted per person. • The Board President may ask the public to limit their comments to new information.

	• Board Members will direct their questions/comments to the Board President and not communicate directly with members of the public. • A timer will be used to monitor the length of individual speakers' comments. • When a speaker's time is up, the President will say, "Thank you for your comments. Your time is up. Can you please wrap-up your remarks?" • The Board President has discretion to add time to the discussion if the majority of the Board agrees. **Managing Action items:** Step 1. The Board President will introduce the item. The Board President may call for a motion and a second at this time or they may follow the order of events listed below. Step 2. The Superintendent or other staff will provide a presentation of background information and a recommendation, if necessary. Step 3. Board Members may ask questions for clarification. Step 4. The Board President will open the issue for public comment. Step 5. After public comment is complete, the Board President will close public comment. Step 6. The Board will discuss the item and vote.
Topic:	**Protocol:**
Site Visits	**Rationale: It is important to have a protocol on this topic…** • To ensure that there are "no surprises" to the principals or the Superintendent. • So that we are all aware of the procedures and expectations to create clarity. • To serve as a reminder that site visits help us stay informed about the schools and programs. They validate the good work that is happening in the district. They are not evaluative in nature and should not be disruptive. **Therefore, we agree that…**

	• **Formal site visits** will be organized by the Superintendent, and we all agree to adhere to the following procedures: - A master calendar will be developed and shared with the Board and administration to ensure that everyone is aware of the schedule. - Board Members will respond to the invitations so that the Superintendent and principals are aware of who will be in attendance. - Reminders about upcoming visits will be sent out in advance. - The Team will meet with the principal, who will share highlights about the school and items that are a source of pride. - The Superintendent will ask Board Members what they would like to see. • Board Members will inform the Superintendent when they wish to make individual site visits, and she will inform the principals. • **During all site visits:** - The Governance Team will arrive at the school wearing their badges. - Everyone will sign in at the office. - All members of the Team will ensure that interactions with teachers and students do not disrupt instruction.

Topic:	Protocol:
Adding Items to the Agenda	**Rationale:** A clear, consistent procedure is needed so that all Board Members understand the process and have the ability to add items to the agenda, including resolutions. **Therefore, we agree that:** • Any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. • Board Members may share new ideas or request information and/or future agenda items in writing to the Superintendent or at

	the meeting under "Good and Welfare" and "Future Agenda Items." • **Pending consensus of the Board**, the Superintendent and Board President will confer as to appropriate response to the request, possibly providing the information in the Friday Update and/or placement on a future agenda, per BB 9322, *Agenda/Meeting Materials.* • Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. • The Board President and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated. • Board Members will consider the following when adding an item to a future agenda: ○ The impact that the item will have on district resources, and staff time and workload. ○ The impact the item will have on achieving Board adopted district/LCAP goals. • The Board President and Superintendent will determine when each Board approved new item will be agendized.

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

Amended on this _____day of _____ 2026.

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2026

RE: Updated Board Policy 9220 – Governing Board Elections

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 Policy has been reviewed by the Board Policies and Board Bylaws Committee and is being updated to keep the District in compliance with Education Code and State laws.

Recommended for adoption:

1. BP 9220 – Governing Board Elections

FISCAL IMPLICATIONS:

Pursuant to Board Bylaw 9220 and Elections Code section 13307, candidates are responsible for the cost of printing, handling, translating, mailing, or electronically distributing candidate statements. Therefore, no significant fiscal impact to the District is anticipated at this time.

Potential fiscal impacts could occur only if the Board elects to adopt a hardship reimbursement policy for candidate statement costs in the future.

RECOMMENDATION:

is recommended that the South San Francisco Unified School District Board of Trustees discuss, consider any proposed revisions, and approve Board Policy 9220 – Governing Board Elections, with the second reading waived.

CURRENT

Bylaw 9220: Governing Board Elections **Status:** ADOPTED

Original Adopted Date: 09/11/2014 | **Last Revised Date:** 02/13/2025 | **Last Reviewed Date:** 02/13/2025

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is: 18 years of age or older; a citizen of California~~,~~; a resident of the school district or, if applicable, the trustee area; a registered voter; and not legally disqualified from holding civil office. (Education Code 35107)

A person is not eligible to be a member of the Board if they have been convicted an offense(s) as specified in law and the accompanying Exhibit, except when the person has been granted a pardon in accordance with law. A district employee duly elected to the Board shall resign from district employment, or shall otherwise cease being a district employee, before being sworn in. If a district employee duly elected to the Board is sworn in and remains a district employee, then the employment shall automatically terminate upon being sworn into office. (Education Code 35107)
The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide a Board candidate, upon request by the candidate, with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. Additionally, the Superintendent or designee shall provide a Board candidate, upon request by the candidate, the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000-11386. To commence a recall of a Board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified by law and any applicable county elections official directives.
Additionally, the recall petition shall be in the format provided by the Secretary of State and ~~to~~ include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the regular meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from a county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)

A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.

Consolidation of Elections

The Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.
Additionally, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections in accordance with Elections Code 14051, 14052.
In order to consolidate elections, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

For each election, upon certification by the County Board of Supervisors, the Board shall declare who has been elected to the Board in accordance with law. (Election Code 15400)

A Board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

Each Board member shall reside in the trustee area they represent and shall be elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Following each decennial federal census the Board shall adjust the boundaries of the district's trustee areas in accordance with Elections Code 21100-21180. (Education Code 5019.5)

The Board may review the district's Board election method to determine whether any modification is necessary.
If the district seeks to change its election method, the Board shall follow procedural requirements and hold public hearings in accordance with Elections Code 10010 and 21100-21150 before adopting a resolution at an open meeting specifying the change and obtain approval from the county committee on school district organization having jurisdiction over the district in accordance with Education Code 5019.
The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign contributions, funding, and expenditures.
A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)
In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.
The district shall pay or reimburse the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

(Tie Decided by Lot)

Whenever the County Superintendent of Schools certifies to the Board that there is a tie vote such that it is impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time and place shall determine the winner by lot. (Education Code 5016)

PROPOSED

Bylaw 9220: Governing Board Elections **Status:** ADOPTED

Original Adopted Date: 09/11/2014 | **Last Revised Date:** 02/13/2025 | **Last Reviewed Date:** 02/13/2025

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is: 18 years of age or older; a citizen of California~~,~~; a resident of the school district or, if applicable, the trustee area; a registered voter; and not legally disqualified from holding civil office. (Education Code 35107)

A person is not eligible to be a member of the Board if they have been convicted an offense(s) as specified in law and the accompanying Exhibit, except when the person has been granted a pardon in accordance with law. A district employee duly elected to the Board shall resign from district employment, or shall otherwise cease being a district employee, before being sworn in. If a district employee duly elected to the Board is sworn in and remains a district employee, then the employment shall automatically terminate upon being sworn into office. (Education Code 35107)
The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide a Board candidate, upon request by the candidate, with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. Additionally, the Superintendent or designee shall provide a Board candidate, upon request by the candidate, the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000-11386. To commence a recall of a Board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified by law and any applicable county elections official directives.
Additionally, the recall petition shall be in the format provided by the Secretary of State and ~~to~~ include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the regular meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from a county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)

A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.

Consolidation of Elections

The Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.
Additionally, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections in accordance with Elections Code 14051~~,~~ -14052~~)~~.
In order to consolidate elections, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

For each election, upon certification by the County Board of Supervisors, the Board shall declare who has been elected to the Board in accordance with law. (Election Code 15400)

A Board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

Each Board member shall reside in the trustee area they represent and shall be elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Following each decennial federal census the Board shall adjust the boundaries of the district's trustee areas in accordance with Elections Code 21100-21180. (Education Code 5019.5)

The Board may review the district's Board election method to determine whether any modification is necessary.
If the district seeks to change its election method, the Board shall follow procedural requirements and hold public hearings in accordance with Elections Code 10010 and 21100-21150 before adopting a resolution at an open meeting specifying the change and obtain approval from the county committee on school district organization having jurisdiction over the district in accordance with Education Code 5019.
The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign contributions, funding, and expenditures.
A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)
In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.
The candidate shall pay the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307. The district may adopt a hardship reimbursement policy for candidates who are interested in running for the board and may not have the means to pay for candidate statements.

Tie Votes in Board Member Elections

(Tie Decided by Lot)

Whenever the County Superintendent of Schools certifies to the Board that there is a tie vote such that it is impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time and place shall determine the winner by lot. (Education Code 5016)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2026

RE: Approval of the November 3, 2026 General Election Candidate Policies and Adoption of Resolution #26-53 Calling for an Election for Three (3) Board Member Seats

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

This item was originally presented at the May 21, 2026 Board meeting; however, it was pulled by the Board for further review of Board Bylaw 9220 and reconsideration of whether the District will cover the cost of candidate statements. It is now being brought back for Board consideration at the June 11, 2026 regular Board meeting.

The candidate filing period for Governing Board elections to be held on November 3, 2026, will open on July 13 and close on August 7, 2026. In preparation, the San Mateo County Elections Division requires the District to submit a completed Candidate Policy Form, an Administrative Contact and Incumbent List Form, and a resolution requesting that the County Superintendent of Schools and the County Elections Official call for an election of Governing Board members.

To complete the Candidate Policy Form, the Board must adopt policies regarding:

- The maximum number of words permitted in a candidate's statement
- Whether the District or the candidate will bear the cost of the candidate's statement distributed to voters
- The method for resolving a tie vote

For the November 2016, 2018, 2020, and 2022 elections, the Board adopted the following policies:

- A 200-word limit for candidate statements
- Candidates were responsible for the cost of their statements
- Tie votes were resolved by lot

Board Bylaw 9220 states, “Before each election, the Board shall establish whether a potential tie is to be resolved by lot or by a runoff election.” The bylaw further provides that if a runoff election is selected, it must be scheduled in accordance with law.

Education Code section 5016 similarly requires that, in the event of a tie vote, the candidates involved shall appear before the governing board, either personally or through a representative, at a designated time and place to draw lots. If a runoff election is chosen, it must be held on the sixth Tuesday following the election at which the tie occurred.

At this meeting, the Board will determine:

- The word limit for candidate statements (200 or 400 words)
- Whether the District or the candidate will pay for candidate statements
- The method for resolving a tie vote (runoff election or by lot)

State law requires each school district to submit a resolution, known as the “Specifications of the Election Order,” to both the County Superintendent of Schools and the County Chief Elections Officer no later than July 3, 2026 (123 days prior to the election, pursuant to Education Code section 5322). This resolution must include the date, purpose, and authority for ordering the election.

Resolution No. 26-53 will call for an election for three (3) Governing Board seats to be held on November 3, 2026.

Each candidate is required to file a Form 700 (Statement of Economic Interests) with the San Mateo County Elections Division no later than the deadline for filing the Declaration of Candidacy.

FISCAL IMPLICATIONS:

TBD based on charges in the service agreement which will be shared at a future Board meeting.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the necessary policies to complete and submit the Candidate Policy Form, Administrative Contact and Incumbent List Form, and adopt Resolution #26-53 calling for the election of Governing Board members.

OFFICE OF
ASSESSOR-COUNTY CLERK-RECORDER & ELECTIONS
COUNTY OF SAN MATEO

MARK CHURCH
CHIEF ELECTIONS OFFICER &
ASSESSOR-COUNTY CLERK-RECORDER

Candidate Policy Form for School Districts
November 3, 2026
Statewide General Election

Please complete and return this form by July 3, 2026 (ED §5322)

	Our Governing Board adopts the following policies effective for the November 3, 2026 Statewide General Election:			
1	The *number of members* to be elected to the Governing Board for a **4-year term:** __Three (3)__			
	Names of incumbents currently holding these seats (Indicate Trustee Area if election is by district)			
	Name Chialin Hsieh	Trustee Area C	Name Mina Richardson	Trustee Area E
	Name Amanda Anthony	Trustee Area D	Name	Trustee Area
2	The *number of members* to be elected to the Governing Board for a **2-year term** (if applicable to fill balance of an unexpired term): ___N/A___			
	Name(s) of incumbent(s) currently holding or who previously held and has vacated this seat(s)			
	Name	Trustee Area	Name	Trustee Area
	Name	Trustee Area	Name	Trustee Area
3	Election type			
	☐ **At-large:** Each governing board member shall reside in the school district and shall be elected by the registered voters of the entire school district			
	☒ **By district:** Each governing board member shall reside in the trustee area where she or he seeks to represent and shall be elected (choose one): ☒ By the registered voters of that particular trustee area ☐ By the registered voters of the entire school district			
4	The word limit for a candidate statement will be (EC §13307)			
	☒ 200-word statement ☐ 400-word statement			
5	The cost of the candidate's statement sent to each voter will be paid by (EC §13307)			
	☐ District (Jurisdiction) ☒ Candidate			
6	In the event of a tie vote, the candidate will be selected by (ED §5016)			
	☐ Runoff election ☒ By lot			

(District Seal)

_____
Signature of the Superintendent and Date

Shawnterra Moore, Superintendent
Print Name and Title

South San Francisco Unified School District
Official District Name (***to be used as ballot heading***)

40 Tower Road, San Mateo, CA 94402
P (650) 312-5222 **F** (650) 312-5348 **email** registrar@smcacre.gov **web** www.smcacre.gov

OFFICE OF
ASSESSOR-COUNTY CLERK-RECORDER & ELECTIONS
REGISTRATION & ELECTIONS DIVISION
COUNTY OF SAN MATEO

Administrative Contact & Incumbent List Form
November 3, 2026
Statewide General Election

Official District (Jurisdiction) Name: South San Francisco Unified School District

Primary Administrative Contact	
Name Shawnterra Moore	Phone (650) 877-8705
E-mail smoore@ssfusd.org	Fax n/a
Secondary Administrative Contact	
Name Joanna Marcelino	Phone (650) 877-8705
E-mail jmarcelino@ssfusd.org	Fax n/a

Complete List of Incumbent Board Members – Also Name Incumbent's Trustee Area/Subdistrict Area if Elected by District – Circle Appointed or Elected		
Name Patricia Murray	Trustee Area/Subdistrict Area A	Most Recent Date (Appointed / (Elected)) November 5, 2024
Name Amy Lam	Trustee Area/ Subdistrict Area B	Most Recent Date (Appointed / (Elected)) November 5, 2024
Name Chialin Hsieh	Trustee Area/ Subdistrict Area C	Most Recent Date (Appointed / (Elected)) November 8, 2022
Name Amanda Anthony	Trustee Area/ Subdistrict Area D	Most Recent Date (Appointed / (Elected)) November 8, 2022
Name Mina Richardson	Trustee Area/ Subdistrict Area E	Most Recent Date (Appointed / (Elected)) November 8, 2022
Name	Trustee Area/ Subdistrict Area	Most Recent Date (Appointed / Elected)
Name	Trustee Area/ Subdistrict Area	Most Recent Date (Appointed / Elected)
Name	Trustee Area/ Subdistrict Area	Most Recent Date (Appointed / Elected)
Name	Trustee Area/ Subdistrict Area	Most Recent Date (Appointed / Elected)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #26-53

A RESOLUTION OF THE South San Francisco Unified School District CALLING FOR AN ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE ELECTION OF THREE (3) MEMBERS OF THE GOVERNING BOARD REPRESENTING TRUSTEE AREAS C, D, AND E

The Governing Board of the South San Francisco Unified School District hereby resolves as follows:

WHEREAS, an election has been ordered to be held on November 3, 2026, in and for the South San Francisco Unified School District ("District") for the purpose of electing members of the District's Governing Board ("Board") (the "Election"); and

WHEREAS, pursuant to Section 1001 of the Elections Code of the State of California, there is an established General Statewide election to be held on the same date as the Election; and

WHEREAS, pursuant to Part 3, Consolidation of Elections, commencing with Section 10400 of the Elections Code of the State of California, an election for members of the Governing Board may be either completely or partially consolidated with another election held on the same day if in the same territory, or in territory that is part of the same territory; and

WHEREAS, pursuant to Section 5322 of the Education Code, not less than 123 days prior to the date of the Election (July 3, 2026), the Governing Board of the District must deliver to the County Superintendent of Schools and the Chief Elections Officer a resolution, known as the "specifications of the election order," setting forth the authority for ordering the election, the authority for the specification of the election order, and the signature of the officer or clerk of the Board authorized by law to make the designations contained therein; and

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Election is hereby called to be held in and for the District on November 3, 2026, to elect three (3) members of the Governing Board representing Trustee Areas C, D, and E, each for a full term of four (4) years.

Section 2. Pursuant to Section 10002 of the Elections Code, the Governing Board hereby requests the Board of Supervisors of the County of San Mateo to make available the services of the San Mateo County Chief Elections Officer & Assessor–County Clerk–Recorder ("Chief Elections Officer") as the County Elections Official for the purpose of rendering services in the conduct of the Election.

Section 3. The Election shall be conducted by trustee area. Each Governing Board member shall reside in the trustee area which he or she seeks to represent and shall be elected by the registered voters of that trustee area.

Section 4. Pursuant to Section 5325(b) of the Education Code, not less than 120 days prior to the date of the Election (July 6, 2026), the District shall cause the County Superintendent of Schools to deliver a copy of the formal notice of election of Governing Board members to the Chief Elections Officer.

Section 5. The Superintendent, or designee, is hereby authorized and directed to enter into an Elections Service Agreement with the Chief Elections Officer regarding the Election to outline the detailed services to be provided by both the District and the Chief Elections Officer.

Section 6. The Chief Elections Officer shall send an itemized invoice to the District for all services provided pursuant to the Elections Service Agreement after the Election is conducted and all related costs are determined, and the Superintendent, or designee, is hereby authorized and directed to submit payment in full to the County of San Mateo within forty-five (45) days of the invoice date.

Section 7. Pursuant to Section 13307 of the Elections Code, each candidate for the Governing Board to be voted on in the Election may prepare a candidate statement on the appropriate form provided by the Chief Elections Officer. Such statement shall be limited to 200 words, and the prorated costs of printing, mailing, and translating the statements shall be paid by the Candidate.

Section 8. Pursuant to Sections 5304 and 5016 of the Education Code, in the event of a tie vote at the Election, as certified by the Chief Elections Officer, any tie vote shall be resolved by lot.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Governing Board of the South San Francisco Unified School District at a regular meeting thereof held on this 11th day of June, 2026, by the following votes:

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____
Secretary/Clerk of the Board

_____

_____ _____
Superintendent of Schools

_____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Approval of Agreement with Educational Epiphany for Districtwide Professional Learning and Coaching Services for the 2026-27 school year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Educational Epiphany will provide a comprehensive, districtwide professional learning and coaching program from July 1, 2026 through June 30, 2027, focused on strengthening instructional practices, academic language development, and standards-aligned teaching across multiple content areas. The program is designed to support schools in building a consistent instructional framework and to enhance the delivery of high-quality, research-based instruction aligned with District goals.

Services include a series of structured professional development sessions, leadership coaching for site administrators, and site-based professional learning opportunities throughout the school year. These supports are intended to build staff capacity, promote instructional coherence, and provide ongoing guidance to teachers and instructional leaders in implementing effective teaching strategies.

Through this partnership, the District aims to improve instructional consistency across sites and enhance student learning outcomes by investing in sustained, job-embedded professional learning and leadership development.

FISCAL IMPLICATIONS:

The total cost of this agreement is $856,492.50 for the 2026–27 school year. Funding will be supported through District resources allocated for professional development and instructional improvement initiatives.

Professional Learning and Workbooks	Quantity	Price	Per School Rate	Amount
Six Professional Learning Opportunities per Campus (Six Foci)	**90**	**$8,500**	**$51,000**	**$765,000.00**
Districtwide Keynotes and/or Breakout Series	2	$8,500		$17,000.00
Monthly Principal Coaching	7	$8,500		$59,500.00
Professional Development Workbook for Participants (50 participants per campus)	15	$999.50		$14,992.50
			Total	**$856,492.50**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Education Epiphany for districtwide professional learning and coaching services for the 2026–27 school year in the amount of $856,492.50.

Educational Epiphany: Background Information

- **Consulting firm** specializing in literacy, leadership, school improvement, and professional development for Pre-K–12 educators, school leaders, central office personnel, state departments of education, professional organizations, and colleges & universities
- **Frameworks and tools include:**
  - Roadmap to School Improvement
  - Framework for Unparalleled Student Achievement
  - Four High-Impact Instructional Practices: performance-based objectives, academic language development, gradual release of responsibility, composition from sources
- **Donyall D. Dickey, Ed.D. - Founder & CEO**
  - Served at every level of public education, starting as a classroom teacher in Baltimore
  - Former Regional Superintendent of Schools in Philadelphia
  - Former Chief Academic Officer of the School District of Philadelphia
  - Former Chief Schools Officer and Chief Academic Officer of the Atlanta Public Schools
  - Keynote speaker at national Standards Institute conferences in 2025 and 2026

Educational Epiphany: Support for SSFUSD in 2026-27

- PL during June 4 CAT meeting
- August PL Days: Keynote
- August PL Days: PL for non-math, non-science Secondary teachers
- Instructional Vision PL for principals via CAT meetings
- Instructional Vision PL for all secondary teachers via Wednesday District Collaboration Days (7x/yr)
- January PL Days: Keynote (TBD)
- January PL Days: PL for non-math, non-science Secondary teachers



Educational Epiphany: Feedback from Edgemont Elementary School

District: **Moreno Valley Unified School District (CA)**
Contact: **Principal Rachel Quintanar**
Partnership length: **2 years**
Focus: **ELA/High-Impact Practices**

Year 1: Dr. Dickey led walkthroughs, demo lessons, and PD on high-impact instructional practices

Year 2: Deepened focus on gradual release, ensuring students achieve mastery before moving on

Principal, AP, and on-site PD specialists participated in training and debriefs alongside teachers

"The change has to feel authentic to your district. He's good at making that transition — framing new practices in a way that feels like something teachers were already doing."
- Principal Rachel Quintanar

Educational Epiphany: Feedback from Brownsville Collaborative MS

District: **NYC District 23 (Brooklyn, NY)**
Contact: **Napoleon Knight, Science Teacher**
Partnership length: ~**8 years (with COVID break)**
Focus: **ELA, then expanded to Math**

- Multi-tier approach: started with district-level admin PD, then expanded to school and classroom level
- Performance-Based Objectives and academic vocabulary (Tier 2/3) were used as anchoring frameworks
- Dr. Dickey modeled strategies live in classrooms
- Trained teacher leaders and dept. heads to sustain the work between visits

"What you learned from him before will complement what you're learning next. It was consistent, coherent, and practical for schools. The more staff got on board, the more exponential the growth. The schools that committed the most grew the most."

- Napoleon Knight

Educational Epiphany: Feedback from Upland Unified School District

District: **Upland Unified School District (CA)**
Contact: **Dr. Shinay Brown, Chief Academic Officer**
Partnership length: **3 years**
Focus: **High-Impact Instructional Practices built around district's instructional framework**

- Full-day monthly site visits: ILT work, walkthroughs, debriefs
- Modeled lessons across all schools and subjects, building credibility with teachers
- Coached principals on one pillar of district's instructional framework (selected by principal)
- Helped principals diagnose teacher needs and develop strategies
- All schools increased % of teachers engaged with fidelity in strong instructional practices

"A lot of professional learning talks about the why and the what, but not the how. He has been able to show us that."

- Dr. Shinay Brown

Educational Epiphany: Feedback from Boaz City Schools

District: **Boaz City Schools (AL)**
Contact: **Ashley Walls, Superintendent**
Partnership length: **2 years**
Focus: **Vocabulary Development/High-Impact Instructional Practices**

- Started with vocab-focused teacher training, now deepening into literary elements
- Has a PLC guide to drive meaningful conversations about student work and instructional decisions
- iReady data: growth in all grades; 3 of 5 schools surpassing the national average (none were before)
- More students scoring 25+ on ACT attributed to vocab development with Dr. Dickey

“Principals who weren't initially on board are now begging for him. I've never been disappointed with Dr. Dickey. He stands behind his beliefs, and sometimes we go toe to toe, but it stretches me. We work through things.”

- Superintendent Ashley Walls

Educational Epiphany

1750 Pennsylvania Avenue #27066 ● Washington, D.C. 20038 ● 410.258.6443 ● www.educationalepiphany.com

Memorandum of Understanding (MOU) for Professional Development for School Improvement

April 22, 2026

Parties:

This Memorandum of Understanding (MOU) is entered into by and between:

South San Francisco Unified School District has established the need to provide professional learning and has determined that this need can be met by Educational Epiphany.

Educational Epiphany partners with schools and districts to deliver professional learning, literacy development supports, and standards-informed instructional materials — all designed to improve literacy outcomes through the intentional integration of a finite set of high-yield, research-based practices.

Purpose:

The purpose of this MOU is to establish the terms and conditions under which up to 15 schools within South San Francisco Unified School District and Educational Epiphany will collaborate to facilitate a professional development series aimed at improving instructional efficacy and student outcomes.

Scope of Work:

This SOW offers a comprehensive, tiered professional development experience structured as follows:

- Each school will receive six professional development touchpoints, with each session varying in focus and delivery model.
- The district will receive three professional development touchpoints delivered in the format of keynotes, workshops, and breakout sessions.
- All principals will receive seven monthly professional development sessions focused on best practices for instructional leadership.
- All participants will receive a professional development workbook to serve as a personal artifact and reference tool throughout the learning process.

The six foci of the professional learning series are as follows:

Focus #1: Composing and Leveraging Performance-Based Objectives/ Learning Targets

Description: Educational Epiphany personnel will assess and strengthen participant understanding of the transformational power of standards-informed, performance-based objectives and build participant capacity to:

1. generate appropriate learning objectives
2. critique content and grade-specific learning objectives
3. differentiate between and among flawed, content-driven, and performance-based objectives.

By the close of this session, participants will be able to support the strategic use objectives as concrete road maps for planning, delivering, and assessing the strength of their instruction, but moreover the strategic use objectives as a springboard for constructing deep conceptual understanding of academic language among staff and students.

Focus #2: Curriculum-Driven Opportunities to Teach and Assess General and Content-Specific Academic Language

Description: Educational Epiphany personnel will introduce participants to the immediate and lasting impact of teaching & assessing general and domain-specific academic language and best practices for seamlessly integrating the following research-based literacy supports into “before” and “during” reading opportunities across grades and disciplines:

1. Point of Use Annotation of Objectives
2. The Universal Language of Literacy
3. Greek and Latin Word Parts
4. The Four Types of Context Clues
5. Word and Definition Word Walls
6. Knowledge of High Frequency Words
7. Point of Use Annotation of Complex Texts/Bringing Students up to the Text

Focus #3: Gradual Release of Responsibility, the 5Es, and the Planning Table

Description: Educational Epiphany personnel will assess and strengthen participant understanding of the gradual release of responsibility [for ELA, Mathematics, Social Studies, and Electives] and the 5 Es of effective instruction [for Science].

Participants will understand the purpose of each phase and how to support the act of teachers holding themselves and students accountable to the cognitive demands associated with each important phase. This workshop will ensure that teachers receive consistent direction and support in their effort to actively and instinctively refrain from performing the heavy cognitive lifting for students and instead, require students to consistently do their appropriate share of thinking, writing, and problem solving.

Focus #4a: Defining Expectations for Writing

Description: Educational Epiphany personnel will assess and strengthen participant understanding of:

1. The four types of informational writing [Grades K-12]
2. The six informational text structures that students must consider before and during the composition process [Grades 3-12]
3. The role that thesis statements, topic sentences, and supporting evidence play in standards-informed writing.

Participants will be equipped to support the planning, facilitation, and assessment of the quality of writing instruction consistent with the state's expectations in all content areas and grade bands.

Focus #4b: Effective Integration of Manipulates into the Mathematics Classroom
Description: Educational Epiphany personnel will assess and strengthen participant understanding of the purpose and power of integrating tangible and digital manipulatives in the mathematics classroom to ensure student ability to smoothly transition cognitively from the concrete, to the representational, and ultimately to an understanding the mathematical concepts in the abstract.

Participants will be equipped to support teachers and leaders in their effort to provide students with access to mathematics classrooms that focus equally on understanding and doing mathematics.

Focus #5: Core Content Demonstration Lessons: Bridging Theory and Practice in Real-Time Instruction
Description: Educational Epiphany personnel will provide participants with the unique opportunity to observe live, standards-aligned demonstration lessons delivered by Educational Epiphany personnel within actual classroom settings and with your students.
These real-time instructional demonstrations will showcase high-leverage teaching practices, the strategic integration of academic language, and the seamless application of research-based instructional frameworks across core content areas, including English language arts, mathematics, science, and social studies. Participants will engage in structured observation protocols designed to highlight the intentional use of:

- Standards-informed lesson planning and delivery
- Differentiated instructional strategies that address diverse learner needs
- Academic language development embedded in content instruction
- Student-centered engagement techniques that promote cognitive rigor and active learning
- Formative assessment practices to guide in-the-moment instructional decision-making

Focus #6: Non-Evaluative Calibration Walks: Enhancing Instructional Coherence Through Collaborative Observation

Description: Facilitated by Educational Epiphany personnel, this session will feature the implementation of Non-Evaluative Calibration Walks —a collaborative and research-informed approach to assessing instructional practices within classrooms. Designed to strengthen instructional coherence and build capacity among school and district personnel, these walkthroughs prioritize professional learning over evaluation, and collective growth over individual judgment.

During these calibration walks, Educational Epiphany personnel will partner with designated instructional leaders—including principals, assistant principals, instructional coaches, and teacher leaders—to observe classroom instruction in real time. The purpose of these walks is to assess the degree to which high-leverage, standards-aligned instructional practices are evident in both lesson planning and instructional delivery across content areas.

Proposed Schedule for Professional Learning

	Monthly Coaching Professional Development Topics	Month
1	Composing and Leveraging Performance-Based Objectives/Learning Targets	September
2	Curriculum-Driven Opportunities to Teach and Assess General and Content-Specific Academic Language	October
2a	Non-Evaluative Calibration Walks: Enhancing Instructional Coherence Through Collaborative Observation	November
3	Leveraging Gradual Release of Responsibility, the 5Es at the Instructional Planning Table	December
3a	Core Content Demonstration Lessons: Bridging Theory and Practice in Real-Time Instruction	January
4	**Part 1:** Defining Expectations for Writing: A Standards-Aligned Approach to Informational Composition **Part 2:** The Effective Integration of Manipulatives in the Mathematics Classroom: Bridging Concrete Understanding to Abstract Reasoning	February

The Epiphany team will meet with school leadership virtually before each professional development session to preview the content and share best practices for supporting instruction throughout the building. By the end of the school year, Educational Epiphany personnel will conduct detailed observations and provide actionable feedback to the leadership team. This feedback will guide next steps for both individual and collective professional learning.

	Districtwide Keynote and Breakout Series	Date
1	Keynote and/or Breakout Sessions	August 10, 2026
2	Keynote and/or Breakout Sessions	January 4, 2027

The Epiphany team will meet with designated personnel for up to 4 hours per session. The configuration of each professional development session can be adjusted during the planning period for each visit.

	Monthly Principal Coaching
1	September Principal Session
2	October Principal Session
3	November Principal Session
4	January Principal Session
5	February Principal Session
6	March Principal Session
7	April Principal Session

Compensation Agreement

South San Francisco Unified School District agrees to compensate Educational Epiphany a total of $856,492.50 for services rendered under this agreement. Travel-related expenses will not be reimbursed.

Professional Learning and Workbooks	Quantity	Price	Per School Rate	Amount
Six Professional Learning Opportunities per Campus (Six Foci)	**90**	**$8,500**	**$51,000**	**$765,000.00**
Districtwide Keynotes and/or Breakout Series	2	$8,500		$17,000.00
Monthly Principal Coaching	7	$8,500		$59,500.00
Professional Development Workbook for Participants (50 participants per campus)	15	$999.50		$14,992.50
			Total	**$856,492.50**

Educational Epiphany shall submit an invoice to South San Francisco Unified School District for all services provided under this agreement.

Timeline:

The professional development series will commence on July 1, 2026 and conclude on June 30, 2027. A detailed timeline of activities is attached hereto as Appendix A.

Termination and Amendment:

1. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

2. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the State of California.

3. Venue for any legal action filed concerning this contract shall be the county of residence of South San Francisco Unified School District.

4. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification, or waiver shall be in writing and signed by parties hereto.

Signatures:

This agreement will be in effect from July 1, 2026 through June 30, 2027 unless terminated by either party as defined in termination and amendment. The agreement may be renewed based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

Signed and agreed to by:

_____	Donyall Dickey _____
Dr. Nia Campbell, Chief Academic Officer	Dr. Donyall Dickey, Chief Executive Officer
_____	4/24/2026 _____
Date	Date

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
Gavin Maeda, Instructional Technologist

DATE: June 11, 2026

RE: Approval of Agreement with ParentSquare for Districtwide Communication Platform for 2026-2028

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:

ParentSquare will provide a districtwide communication platform designed to support effective school-to-home communication and family engagement across all school sites. The platform enables streamlined, consistent messaging between schools and families, supporting timely dissemination of important information and fostering stronger connections between the District and its community.

The subscription includes access to a comprehensive suite of communication tools that support multiple channels of outreach, allowing staff to communicate efficiently with families while promoting accessibility and consistency across sites. The platform is intended to enhance coordination, improve engagement, and support Districtwide communication efforts aligned with organizational priorities during the 2026–27 and 2027–28 school years.

This agreement establishes a multi-year subscription, inclusive of an initial implementation period beginning April 1, 2026, to ensure continuity of service and ongoing support for the District’s communication infrastructure.

FISCAL IMPLICATIONS:

There is a no-cost implementation/proration period from April 1, 2026 through June 30, 2026, followed by an annual subscription cost of $48,000 for the 2026–27 school year and $50,000 for the 2027–28 school year. This will be paid from LCAP Supplemental funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with ParentSquare for a districtwide communication platform subscription to support school-to-home communication and family engagement in the amount of $98,000.

ParentSquare

Mar 24, 2026
Laurel Weeks,
laurel.weeks@parentsquare.com

Dear Gavin Maeda,

Thank you for choosing ParentSquare. We appreciate the opportunity to provide you with your customized proposal.

Regards,
Laurel Weeks

Quote Date: Mar 24, 2026 Quote No: Q-11957 Contract Start Date: Apr 1, 2026
Quote Valid Until: Apr 23, 2026 Contract End Date: Jun 30, 2028

South San Francisco Unified School District
398 B St.
South San Francisco, CA 94080

ParentSquare

Term 1

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Net price/Unit	Net Price
Engage Premium 2026 - Free Proration	Apr 1, 2026	Jun 30, 2026	3 Month(s)	$0	1	$0	0
						Total Price	**$0**

Term 2

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Engage Premium 2026	Jul 1, 2026	Jun 30, 2027	12 Month(s)	$6.5	8,000	7.69%	$6	$48,000
							Total Price	**$48,000**

Term 3

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Discount %	Net price/Unit	Net Price
Engage Premium 2026	Jul 1, 2027	Jun 30, 2028	12 Month(s)	$6.5	8,000	3.85%	$6.25	$50,000
							Total Price	**$50,000**

Quote Date: Mar 24, 2026 Quote No: Q-11957 Contract Start Date: Apr 1, 2026
Quote Valid Until: Apr 23, 2026 Contract End Date: Jun 30, 2028

South San Francisco Unified School District
398 B St.
South San Francisco, CA 94080

ParentSquare

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and the ParentSquare School Agreement (the "School Agreement") located at https://www.parentsquare.com/agreement/, which is incorporated by reference into this Order Form. Unless otherwise stated in this Order Form, all terms defined in the School Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the School Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.

By executing this Order Form, the undersigned certifies that the undersigned is a duly authorized agent of the District/School.

NOTE -- Pricing above does not reflect ParentSquare's right to increase pricing annually as set forth in the School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - https://www.parentsquare.com/privacy/

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - https://www.parentsquare.com/terms/

ParentSquare	
Name	Jay Klanfer
Title	Sr. VP Sales
Signature	
Date	

South San Francisco Unified, CA - 0637530	
Name	Gavin Maeda
Title	Instructional Technologist
Signature	
Date	

Quote Date: Mar 24, 2026 Quote No: Q-11957 Contract Start Date: Apr 1, 2026
Quote Valid Until: Apr 23, 2026 Contract End Date: Jun 30, 2028

South San Francisco Unified School District
398 B St.
South San Francisco, CA 94080

ParentSquare

Engage Premium 2025

Universal Reach

- One-way notifications and urgent alerts
- Automated notices and attendance notifications
- Social and website sharing
- Student communication app (StudentSquare)

True Two-Way

- Two-way SMS texting
- Two-way app and web messaging
- Two-way email replies
- Automatic language translation

Enhanced Engagement

- Newsletter designer (Studio Editor)
- Appointment invitations and RSVPs
- Volunteering and signups
- Searchable directory

Admin Intelligence

- Data analytics and reporting
- 100% contactability tools
- Direct SIS integrations
- Custom roles and permissions

Paperless Workflows

- Online forms and surveys
- Digital permission slips and signatures
- Secure document delivery
- Public community groups

Quote Date: Mar 24, 2026 Quote No: Q-11957 Contract Start Date: Apr 1, 2026
Quote Valid Until: Apr 23, 2026 Contract End Date: Jun 30, 2028

South San Francisco Unified School District
398 B St.
South San Francisco, CA 94080

ParentSquare School Agreement

Last Updated: March 26, 2026

School Agreement

Terms of Use

Service-Specific Terms: AI Terms

Service-Specific Terms: ParentSquare Pay

Service-Specific Terms: Smart Sites

Privacy Policy

DMCA Policy

Trust Center

This School Agreement (this “School Agreement”) is between ParentSquare, Inc., a Delaware corporation (“ParentSquare”), and District (as defined below), and is effective as of the effective date of the Order Form (as defined below). This School Agreement supersedes all prior versions of the ParentSquare School Agreement, the Remind District Plan Standard Agreement, and the Remind School Plan Standard Agreement.

The entire agreement between the parties consists of (1) this School Agreement, (2) any applicable Service-Specific Terms, (3) the AI Terms, (4) the Order Form (as defined below), and (5) any separate written agreement signed by the parties (collectively, the “Agreement”). These documents, collectively, govern the Services provided by ParentSquare to District. In the event of any conflict between these documents, the following order of precedence shall apply, but solely to the extent necessary to resolve the conflict: (1) any separate written agreement signed by the parties; (2) the

ParentSquare

Get demo

Log in

Order Form; (3) the AI Terms; (4) any applicable Service-Specific Terms; and (5) this School Agreement, except when ex[illegible] forth to the contrary. The Agreement may also be incor[illegible] reference into an agreement when the Services are being purchased by District from a ParentSquare reseller.

Any capitalized term used but not defined in this School Agreement will have the meaning set forth in the Order Form.

1. Definitions

In addition to the terms defined in the body of this School Agreement and in the Order Form, the following terms have the following meanings:

- **"AI Offerings"** means the artificial intelligence features that ParentSquare makes available to District and Users as part of the Subscription Services.
- **"AI Terms"** means the ParentSquare AI Terms found at http://parentsquare.com/terms/ai-terms.
- **"Applicable Laws"** means all laws, statutes, rules, and regulations that are applicable to the provision or use of District Data or the use of the Services.
- **"District"** means the school, school district, or organization that will be using the Subscription Services. If District is a school district, then the term "District" includes all schools that are members of the school district and served by the school district that will be using the Subscription Services.
- **"District Data"** means all data, including all Personal Data of Users, that is provided to ParentSquare by, or on behalf of, District through District's use of the Subscription Services.
- **"Non-ParentSquare Applications"** means any software, subscription service, or other application that interoperates or integrates with the Subscription Services, whether provided by District or a third party, or if provided by ParentSquare while acting as a reseller. Non-ParentSquare Applications do not

include any software or subscription service that ParentSquare provides as part of the Subscription Services.

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- **"Order Form"** means the order form or sales quote executed by the applicable parties.
- **"Personal Data"** means any information about an identifiable individual or information that can be used to identify an individual. Personal Data includes "personal data" as that term is defined under the General Data Protection Regulation (Regulation (EU) 2016/679) and any applicable United States federal or state law.
- **"Privacy Policy"** means the ParentSquare Privacy Policy found at https://www.parentsquare.com/privacy/.
- **"Professional Services"** means any consulting, implementation, content migration, custom development, data migration, onboarding, professional development, support, training, and website design services offered by ParentSquare, as specified on the Order Form.
- **"Service-Specific Terms"** means any additional terms and conditions applicable to the Subscription Services, including the AI Terms. All of the Service-Specific Terms can be found at https://www.parentsquare.com/agreement/.
- **"Services"** means the Subscription Services and the Professional Services.
- **"Subscription Services"** means any or all services offered by ParentSquare on a subscription basis, on a prepaid basis, or on a pay-per-use basis through a ParentSquare website or mobile application, as specified on the Order Form. Subscription Services may include ParentSquare Engage, ParentSquare Attendance Plus, ParentSquare Pay, Remind Hub, Smart Sites, StudentSquare, any AI Offerings, or any other service offered by ParentSquare. Notwithstanding the foregoing, Subscription Services do not include the Remind Chat service or mobile application.
- **"Subscription Term"** means the initial term of District's subscription to the Subscription Services, as specified on the Order Form, including any pilot term, and each subsequent renewal term (if any).

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- **“Terms of Use”** means the ParentSquare Terms of Use found at https://www.parentsquare.com/terms/.
- **“Users”** means District’s administrators, staff, teachers, students, parents, guardians, and any other persons, including community members, whom District allows to use the Subscription Services.

2. Services

2.1 Start of Subscription Services

The Subscription Services will start at the beginning of the Subscription Term. ParentSquare may perform implementation or onboarding services to activate District’s subscription, and District will cooperate with ParentSquare in completing such services.

2.2 Access

During the Subscription Term, ParentSquare will provide District and its Users access to use the Subscription Services on a subscription basis as described in the Agreement, the Privacy Policy, and the Terms of Use. ParentSquare may make reasonable changes to the Subscription Services from time to time.

2.3 Support

During the Subscription Term, ParentSquare will provide District with standard support for the Subscription Services at no additional

charge. ParentSquare reserves the right to charge for additional support services, such as records requests.

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2.4 Availability

District acknowledges that the Subscription Services are based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third party service outages. ParentSquare will use its reasonable efforts to keep the Subscription Services available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades. ParentSquare will use its reasonable efforts to conduct system maintenance or upgrades outside of normal school hours to minimize disruption.

2.5 Safeguards

During the Subscription Term, ParentSquare will maintain appropriate administrative, physical, and technical safeguards, consistent with generally accepted educational technology practices, to protect the security, confidentiality, and integrity of the Subscription Services, including reasonable data backups. ParentSquare will not be liable for any liabilities arising from District's or its Users' use of the Subscription Services over the Internet or other networks outside ParentSquare's control.

2.6 General Use

District will ensure that all access and use of the Subscription Services by District and its Users is in compliance with the Agreement and the Terms of Use.

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2.7 Accuracy of District Data

During the Subscription Term, District will use its best efforts to provide ParentSquare with complete and accurate District Data, including data with respect to the recipients of any notices to be provided by District within the Subscription Services. ParentSquare will not be liable for any damages resulting from incorrect or incomplete District Data.

2.8 Compliance with Applicable Laws

District represents, warrants, and covenants that (a) it is and will remain in compliance with the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA"), if applicable, and, consistent with COPPA, ParentSquare relies on District's consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Services, and District has obtained such consent, (b) District's disclosure of any information to ParentSquare, and ParentSquare's use of such information subject to the restrictions of the Agreement, does not and will not violate any Applicable Law, including COPPA and FERPA, (c) District is and will remain in compliance with all Applicable Laws pertaining to third party copyright or trademark rights, including as to any text, graphics, photos or other material that District might upload or transmit through the Subscription Services, and (d) District has met all contractual, regulatory, and legal requirements in providing, and using, District Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable). ParentSquare will not be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees, or data fees.

2.9 Other Restrictions

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District may not (a) make the Subscription Services available to, or use the Subscription Services for the benefit of, anyone other than Users, (b) except as provided in the Order Form, sell, resell, license, sublicense, distribute, rent, or lease the Subscription Services, include the Subscription Services in a service bureau or outsourcing offering, or make the Subscription Services available to any third party other than Users, (c) attempt to gain unauthorized access to the Subscription Services or their related systems or networks, (d) permit direct or indirect access to or use of the Subscription Services in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Services, (e) copy the Subscription Services or any part, feature, function, or user interface thereof, (f) use the Subscription Services to submit, collect, transmit, process, or store any protected health information (as defined in the US Health Information Portability and Accountability Act), or (g) use the Subscription Services to distribute text messaging “spam,” bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages in violation with Applicable Laws.

2.10 Non-ParentSquare Applications

ParentSquare is not responsible for the operation or non-operation of any Non-ParentSquare Application, and does not guarantee the continued availability of any Non-ParentSquare Application or the continued interoperation of any Non-ParentSquare Application with the Subscription Services. By linking any Non-ParentSquare Application with the Subscription Services, District authorizes ParentSquare to provide or receive District Data with such Non-ParentSquare Application provider, in each case solely as necessary for the interoperation of the Non-ParentSquare Application with the Subscription Services. ParentSquare is not responsible for any use, transmission, or loss of any District Data caused by any actions or omissions of District or the Non-

ParentSquare Application provider. District will comply with the terms of each Non-ParentSquare Application.

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3. Changes to the Agreement

ParentSquare may make changes to the Agreement, the Privacy Policy or the Terms of Use from time to time. If ParentSquare makes a material (determined by ParentSquare) change to the Agreement, the Privacy Policy or the Terms of Use, ParentSquare will inform District by email or notification on the ParentSquare website. If the change has a material adverse impact on District and District does not agree to the change, District must notify ParentSquare in writing within forty-five (45) days after receiving notice of the change. If District notifies ParentSquare as required, then the Services will remain governed by the terms District had agreed to until the end of the then-current Subscription Term. If the Subscription Services are subsequently renewed, they will be renewed under the then-current online versions of the Agreement, Privacy Policy or Terms of Use, as applicable, unless otherwise agreed by the parties.

4. Intellectual Property Rights

4.1 Ownership

As between the parties and except for the right to use the Subscription Services granted by the Agreement, (a) District retains all right, title, and interest, including all related intellectual property rights, in and to District Data, and (b) ParentSquare retains all right,

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title, and interest, including all related intellectual property rights, in and to the Services, including the Subscription Services, work product developed by ParentSquare while providing Professional Services under the Agreement. ParentSquare retains all rights not expressly granted to District in the Agreement.

4.2 License Grant

Solely as necessary to fulfill ParentSquare's obligations and exercise ParentSquare's rights under the Agreement, District hereby grants to ParentSquare a revocable, non-exclusive, royalty-free, fully paid-up, worldwide, and sublicensable license to use District Data. Subject to the restrictions described in the Privacy Policy, ParentSquare may share District Data with third parties in order to maintain and operate the Subscription Services.

4.3 Aggregated Data

ParentSquare aggregates and compiles de-identified District Data with de-identified data from ParentSquare's other customers ("Aggregated Usage Data"). District agrees that ParentSquare may use the Aggregated Usage Data to analyze, improve, develop, support, and operate the Subscription Services, and to prepare and distribute general benchmarking and industry reports derived from Aggregated Usage Data as part of the Subscription Services and publish on ParentSquare's blogs and websites. For clarity, this Section does not give ParentSquare the right to use the Aggregated Usage Data to identify any User or District as the source of any Aggregated Usage Data, or permit ParentSquare to sell or disclose the raw data included in the Aggregated Usage Data to any third party.

4.4 Feedback

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If District provides ParentSquare with any suggestions, information, ideas, or other feedback concerning the Subscription S ParentSquare may use such feedback in perpetuity witl obligation to District.

5. Fees and Payment

5.1 Fees

District will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the Order Form, (a) fees are based on the Services purchased and the metrics specified in the Order Form, (b) payment obligations are non-cancelable and fees paid are non-refundable, other than pursuant to Section 6.3 (Termination by District), (c) the purchased Services cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in US Dollars.

5.2 Fee Increases

ParentSquare may increase the overall or per unit fees for the Subscription Services for each annual period of District's subscription, including multi-year agreements when paid annually. Such increase will be limited to five percent (5%) per annum unless ParentSquare communicates a greater increase to District at least sixty (60) days prior to the end of the then-current annual period. In addition, if District pays ParentSquare a flat rate based on a maximum number of students set forth in an applicable Order and District subsequently exceeds that number of students, ParentSquare may convert District's payment structure to a per student rate and District will pay the then-current per student rate beginning at the next annual period of District's subscription.

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5.3 Payment

All amounts payable by District will be paid via electronic transfer (ACH, EFT, or wire), check, or credit card forty-five (45) days from the date of invoice. District will pay a three percent (3%) convenience fee on all credit card payments.

5.4 Late Payments

District will pay interest on all past due amounts at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate permitted by law. If any part of an invoice is in dispute, District agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within forty-five (45) days from the date of invoice, and if District does not, District will be deemed to agree to such charges.

5.5 Taxes

District is responsible for the payment of all taxes (other than taxes on ParentSquare's net income) arising from the payment of fees or the provision of any Services under the Agreement.

5.6 Guest Users

District will receive a free number of guest users with phone numbers annually, set at ten percent (10%) of District's contracted student enrollment.

6. Term and Termination

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6.1 Term

The Agreement will initially remain in effect for the term [illegible] in the Order Form. After any such initial term, the Agreement will automatically renew for additional terms of a term equal to the longer of (a) one (1) year or (b) the length of the initial term, unless a different renewal term is agreed upon by the parties, unless ParentSquare provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term, or unless District provides written notice of non-renewal at least forty-five (45) days prior to the end of the then-current term. Notwithstanding the foregoing, with respect to subscriptions to Remind Hub, the Agreement will not automatically renew beyond the 2026-27 school year.

6.2 Termination by ParentSquare

ParentSquare may terminate the Agreement if District has not paid any applicable fee for any Services, or if District or any User materially breaches the Agreement and District fails to remedy the breach within thirty (30) days of written notice of the breach.

6.3 Termination by District

- **For Breach.** District may terminate the Agreement if ParentSquare materially breaches the Agreement or the Terms of Use and fails to remedy the breach within thirty (30) days of written notice of the breach. If District terminates for ParentSquare's uncured material breach, District will be entitled to a refund of its fees paid for Subscription Services prorated for the remaining portion of the then-current term.
- **For Convenience.** District may terminate the Agreement at any time for convenience. If District terminates for convenience, District will not be entitled to a refund of its fees paid for

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Subscription Services. If District has entered into a multi-year agreement with ParentSquare, District will also be o pay for any fees unpaid for the term set forth in the Form.

- **Non-Appropriation of Funds.** District may terminate the Agreement in the event District does not receive necessary appropriation or allotment of funds by a governing entity (such as federal, state, local, or educational budgeting entity) by providing ParentSquare with thirty (30) days' notice of such failure to receive funding.

6.4 Return or Destruction

ParentSquare will destroy or, at District's request, return all District Data within sixty (60) days following the expiration or termination of the Agreement, unless otherwise required by law or ParentSquare receives District's request in writing that ParentSquare retain certain District Data for a longer period of time. If District requests a longer period of time, ParentSquare and District will enter into a special agreement, and there will be a fee for this Service.

6.5 Effect of Termination

The definitions in the Agreement, and the rights, duties, and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any expiration or termination of the Agreement.

7. Warranty Disclaimer

District acknowledges that the Subscription Services are based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third party service outages. Accordingly, the Subscription Services

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are provided to District “AS IS” and without warranty of any kind, whether express, implied, statutory, or otherwise, and ParentSquare disclaims and excludes, to the fullest extent permitted by law, all other warranties, whether express, implied, statutory, or otherwise, including non-infringement of third party rights, fitness for a particular purpose, merchantability, title, and satisfactory quality.

8. Limitation of Liability

8.1 Exclusion of Damages

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THE AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SUBSCRIPTION SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THE AGREEMENT, THE DELAY OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR ANYTHING OTHERWISE ARISING FROM THE AGREEMENT, EXCEPT AS OTHERWISE PROVIDED BY LAW.

8.2 Liability Cap

IN NO EVENT WILL EITHER PARTY’S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, EXCEED FEES PAID OR PAYABLE TO PARENTSQUARE BY DISTRICT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, EXCEPT AS OTHERWISE PROVIDED BY LAW.

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8.3 No Indemnification by District

In no event shall anything in the Agreement be construed as requiring District to indemnify ParentSquare.

9. Publicity

District agrees that ParentSquare may include District's name or brand features, including District's name and logo, in a list of ParentSquare customers, either online or in promotional materials. District also agrees that ParentSquare may verbally reference District as a ParentSquare customer.

10. General Provisions

10.1 Governing Law and Venue

If the laws governing District so require, the laws of the state or commonwealth governing District shall govern all matters arising out of the Agreement, without regard to conflict of law principles, and the federal and state courts located where District is located will have exclusive jurisdiction in respect of disputes arising in connection with the Agreement. In the absence of any such laws governing District, the laws of the State of California govern all matters arising out of the Agreement, without regard to conflict of law principles, and federal courts in the Central District of California and the state courts located in Santa Barbara County, California, will have non-exclusive jurisdiction in respect of disputes arising in

connection with the Agreement. The United Nations Convention for the International Sale of Goods shall not apply.

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10.2 Severability

If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the remainder of the Agreement will continue in full force and effect.

10.3 Independent Contractors

The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.4 Non-exclusive Agreement

The Agreement is nonexclusive, and each party will be free to enter into other similar agreements or arrangements with other third parties.

10.5 High Risk Use

District acknowledges that the Subscription Services are not intended as a substitute for an emergency management system (EMS), and are not designed or intended for use in high risk

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activities or in any situation where damage or injury could result if an error, disruption, or outage in the Subscription Servi occurred. District acknowledges and agrees that its pri recourse in the event of any actual or potential threat to person or property should be to contact emergency response services (including without limitation, 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") and that the Subscription Services are not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Subscription Services.

10.6 Force Majeure

Neither party has any liability for any failure of performance or equipment due to causes beyond its reasonable control, including: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars, or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet, third party software, or any telecommunications, hosting, or service provider.

10.7 Modification and Waiver

Except as provided in Section 3 (Changes to this School Agreement), the Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. Except as may be set forth in an Order Form, any terms and conditions set forth in a purchase order do not apply to the Agreement and are null and void. No term or provision of the

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Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing sign party. No consent by a party to, or waiver of, a breach, express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

10.8 Change of Control

The Agreement is not assignable by ParentSquare except to an affiliate or in connection with a merger, acquisition, sale of assets, or similar change of control transaction.

10.9 Construction

The word “including” shall be construed as meaning “including without limitation.” The section headings appearing in this School Agreement are inserted only as a matter of convenience and shall not be construed to define, limit, construe, or describe the scope or extent of such paragraph or in any way affect such section.

10.10 Counterparts and Electronic Signature

The Order Form may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. The exchange of a fully executed Order Form (in counterparts or otherwise) by facsimile signature or by other electronic means, or payment of fees due set forth in an Order Form or a purchase order, shall be sufficient to bind the parties to the terms and conditions of the Agreement.

Change Log

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Last Updated: March 25, 2026

- Added language to incorporate AI Terms
- Revised definition of Subscription Services to include additional ParentSquare products
- Revised definition of Subscription Services to exclude Remind Chat, which is now governed by the Remind Chat Terms of Use
- Revised Section 2.3 to allow ParentSquare to charge for additional support services.
- Clarified in Section 2.7 that District's obligation to provide correct data includes contact information for recipients of notices sent by District
- Clarified in Section 2.8 that District has obtained parental consent to use the Subscription Services
- Simplified language in Section 5.6 with respect to guest users
- Revised Section 6.1 to shorten period of non-renewal for District to 45 days
- Revised Section 6.1 to provide that subscriptions to Remind Hub will not automatically renew beyond the 2026-27 school year
- Revised Section 6.3(b) to provide that termination for convenience will not eliminate obligation to pay fees for multi-year contracts
- Revised Section 6.4 to provide that data deletion will occur within 60 days of expiration or termination, unless otherwise requested by District

February 10, 2025

- Revised to use defined terms for parties
- Revised to refer to District as catch-all for districts and schools
- Added language to allow for incorporation by third party reseller terms

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- Revised definition of District Data to include Personal Data as defined in the Privacy Policy
- Revised definition of Subscription Services to include services marketed under the trade name Remind or Remind101
- Revised to refer to generally accepted educational technology practices to protect the security, confidentiality and integrity of the Subscription Services
- Revised fee increase provision to allow ParentSquare to increase subscription fees by 5% per year, or more upon 60 days' notice
- Added termination right by District in the event of non-appropriation of funds
- Revised to clarify that no indemnification by District is required
- Revised to provide that, if required, governing law and venue will be where District is located
- Separated high risk language from force majeure language, and provided additional high risk language
- Clarified that purchase order terms are null and void
- Added concept of Service-Specific Terms to address multiple Subscription Services with different requirements, e.g., Smart Sites.
- Added change of control provision

December 8, 2022

- Added definitions for terms used in agreement
- Revised to put in plain English
- Revised to put in active voice
- Added section numbering and reordered some sections
- Added provisions regarding onboarding and delivery of Subscription Service
- Added provisions regarding ownership
- Added pricing and payment provisions
- Added provisions regarding initial term and renewals

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- Added termination provisions
- Added disclaimer of warranty provision
- Added support provisions
- Added provisions regarding non-ParentSquare provided software integrations
- Added general provisions section
- Referenced Privacy Policy and Terms of Use

August 22, 2022

- Acknowledgement that if a separate written agreement exists between the School and ParentSquare, it takes precedence over this Agreement.
- Updating Limitation of Liability section to include maximum aggregate liability

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: June 11, 2026

RE: Approval of Agreement with NVM Consulting, LLC for Leadership Coaching and Strategic Advising Services at Alta Loma Middle School for the 2026-27 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District continues to advance system-wide priorities focused on strengthening instructional practices, clarifying the District's instructional framework, and supporting school leaders in operationalizing instructional expectations. During the 2025–2026 school year, the District partnered with TNTP to provide leadership coaching and strategic advising support to the principal of Alta Loma Middle School. The TNTP partnership focused on strengthening school culture, improving instructional coherence, developing systems and structures, and using data-driven improvement cycles to accelerate student achievement.

Building upon this foundational work, the District seeks to continue and deepen leadership support at Alta Loma Middle School through a partnership with NVM Consulting, LLC. NVM Consulting, LLC has also partnered with the District to support the development and clarification of the District's instructional vision and instructional priorities. The proposed partnership will extend this work directly to Alta Loma Middle School through ongoing coaching, strategic planning, systems alignment, instructional leadership support, and implementation monitoring aligned to District priorities.

The proposed work with NVM Consulting, LLC is intended to sustain momentum from the prior year's leadership development efforts while further strengthening coherent instructional systems, professional learning structures, leadership team alignment, and data-informed decision-making practices to support improved outcomes for students.

The proposed agreement with NVM Consulting, LLC will provide year-long leadership coaching and strategic advising services for Alta Loma Middle School from July 15, 2026, through June 30, 2027.

Services will include:

- In-person project launch and project closeout sessions
- Bi-weekly virtual coaching and strategic advising sessions with the principal
- Quarterly strategic planning and reflection sessions ("step-backs")
- Quarterly in-person site visits focused on instructional observations, feedback calibration, and leadership support
- Ongoing consultation and strategic support as needed

The scope of work is organized around four priority areas:

1. **Establish Clear Priorities and Drive Coherent Implementation**
    - Align instructional goals to District priorities
    - Develop coherent implementation systems and communication structures
    - Monitor progress and address barriers to implementation
2. **Strengthen Instruction Through Feedback, Coaching, and Improvement Cycles**
    - Support classroom observation and instructional feedback practices
    - Implement data-informed instructional improvement cycles
    - Strengthen accountability and follow-up systems
3. **Build Aligned Systems for Collaboration, Planning, and Professional Learning**
    - Clarify leadership team roles and responsibilities
    - Strengthen PLC structures and instructional planning routines
    - Align professional learning with instructional priorities
4. **Use Data to Drive Decisions and Measure Progress**
    - Establish routines for analyzing student achievement data
    - Use data to inform instructional priorities and professional learning
    - Monitor progress toward student outcome goals

The partnership is intended to strengthen leadership capacity, improve instructional coherence, support a positive adult culture, and improve student outcomes through aligned systems and focused implementation.

FISCAL IMPLICATIONS:

The total cost of the agreement with NVM Consulting, LLC is $97,500 for the period of July 15, 2026, through June 30, 2027. The District is seeking Bay Ed Fund support for this agreement. In the event such funding is not approved, costs will be covered through District resources allocated for professional development and instructional improvement initiatives.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with NVM Consulting, LLC to provide leadership coaching and strategic advising services for Alta Loma Middle School for the 2026–2027 school year in the amount of $97,500.

NVM CONSULTING LLC

Proposal for Coaching & Strategic Advising for Alta Loma Middle School

Submitted by: NVM Consulting, LLC

Submitted to: Dr. Nia Campbell, Assistant Superintendent of Teaching & Learning, SSFUSD

Date: April 28, 2026

Introduction

South San Francisco Unified School District is at a critical juncture as it works to define and operationalize a clear vision for strong instruction. As the district advances system-wide priorities, including articulating its instructional framework and "fence posts," there is a parallel need to ensure that school leaders are equipped to translate this vision into coherent, actionable practices that drive day-to-day teaching and learning.

NVM Consulting LLC has partnered with the district to support the development and clarification of this instructional vision, helping to translate high-level priorities into concrete expectations for leaders and teachers. This work positions NVM Consulting LLC to extend that support at the school level by partnering directly with the principal of Alta Loma Middle School to operationalize the district's vision through aligned leadership systems, strategic planning, and instructional practices.

Research consistently demonstrates that the success of instructional initiatives depends not only on the strength of the strategy but also on the capacity of school leaders to implement that strategy with coherence and fidelity. According to the Learning Policy Institute, sustained, job-embedded support for school leaders is a critical driver of effective implementation and improved teaching and learning outcomes. Similarly, the Wallace Foundation highlights that principals are among the most influential in-school factors affecting student achievement, particularly when they are supported to lead focused, coherent improvement efforts.

In this context, this partnership is designed to ensure that Alta Loma Middle School not only aligns with the district's instructional vision but also brings that vision to life through consistent, high-quality instruction, strong adult culture, and measurable gains in student outcomes.

NVM CONSULTING LLC

Theory of Action

This partnership is grounded in a clear, research-informed theory of action that aligns leadership practice to improvements in school culture, instructional quality, and student outcomes:

If the principal strengthens her ability to:

- Articulate a clear and coherent instructional vision anchored in a focused set of priorities and school improvement goals
- Create alignment and clarity across leadership teams (ILT, MTSS, department chairs) with well-defined roles, responsibilities, and shared accountability for instructional improvement
- Plan and sequence initiatives strategically to ensure coherence, sustainability, and responsiveness to staff capacity
- Use student data to drive instructional planning, professional learning, and school-wide priorities
- Provide clear, actionable, and targeted feedback to teachers, paired with strong follow-up and accountability structures
- Design and implement aligned professional learning that builds teacher skill over time
- Engage teachers, staff, and families in ways that build trust, ownership, and sustained commitment to school improvement
- Maintain a positive, learning-oriented adult culture that supports improvement without burnout

And if teachers experience:

- Clear, consistent expectations aligned to the instructional vision
- Actionable feedback with follow-up that supports implementation and growth
- Coherent, data-informed professional learning tied directly to their practice
- Consistent support and accountability through aligned leadership structures

Then:

- Instructional practice will improve more rapidly and consistently across classrooms
- School initiatives will be implemented with greater coherence, fidelity, and sustained impact
- Leadership teams will operate with shared ownership and accountability for results
- Staff will remain engaged and experience a positive, focused, and improvement-oriented professional culture

And as a result, students will:

- Experience more rigorous, aligned, and responsive instruction across classrooms
- Demonstrate increased engagement in learning
- Achieve improved academic outcomes across key measures

NVM CONSULTING LLC

Engagement Structure and Timeline

This partnership will take place from **July 15, 2026, through June 30, 2027,** and will be delivered through a structured combination of in-person and virtual engagements to support ongoing planning, implementation, and strategic refinement aligned with instructional priorities.

The work will be carried out through the following engagement structures:

- **Project launch (in-person)**
  A comprehensive kickoff session to establish priorities, align on goals and success metrics, map the year-long strategy, and set clear expectations for implementation.

- **Bi-weekly virtual coaching and strategic advising sessions**
  Ongoing one-on-one sessions with the principal focused on planning, decision-making, problem-solving, and real-time support aligned to instructional priorities and emerging needs.

- **Quarterly strategic step-backs**
  Dedicated sessions to assess progress toward instructional goals, analyze student and teacher data, evaluate the effectiveness of current strategies, and refine plans for the upcoming quarter.

- **Quarterly in-person site visits**
  On-site engagement to support classroom observations, identify trends in teacher practice, calibrate feedback, and strengthen alignment between instructional priorities, coaching, and professional learning.

- **Project closeout (in-person)**
  A final session to assess progress against goals, reflect on instructional and leadership growth, identify key outcomes and lessons learned, and determine next steps for sustaining and scaling the work.

- **As-Needed Strategic Support**
  Availability for additional virtual check-ins, feedback, and consultation as needed to address emerging challenges, support time-sensitive decisions, and maintain momentum between scheduled engagements.

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Scope of Work

The scope of work outlined below translates this theory of action into a focused set of priorities and actions to improve leadership practice, align systems, and strengthen instruction.

Priority 1: Establish Clear Priorities and Drive Coherent Implementation

Establish a coherent, school-wide approach to instructional improvement by defining priorities, aligning initiatives, and ensuring disciplined, sustainable implementation.

This work will include:

- Clarifying and operationalizing a small set of high-priority instructional goals aligned to district priorities and the instructional framework
- Aligning all initiatives, communication, and professional learning to these priorities to ensure coherence and reduce fragmentation
- Developing a clear year-long implementation plan that sequences initiatives based on impact and staff capacity
- Establishing systems to monitor implementation progress and adjust plans based on real-time data and feedback
- Ensuring consistency in messaging across leadership teams, staff meetings, and professional learning spaces
- Supporting decision-making that balances urgency with sustainability to avoid initiative overload
- Identifying and addressing barriers to implementation, including staff capacity, competing priorities, and clarity gaps

Priority 2: Strengthen Instruction Through Feedback, Coaching, and Improvement Cycles

Improve the quality and consistency of instruction by embedding high-leverage feedback and coaching within focused, data-informed instructional improvement cycles.

This work will include:

- Identifying a small number of high-leverage instructional focus areas based on student data and classroom observations
- Conducting classroom observations to surface patterns in teacher practice and student experience
- Developing the principal's approach to delivering clear, actionable, and targeted feedback aligned to instructional priorities
- Establishing consistent follow-up structures to monitor implementation and ensure accountability for changes in practice
- Designing and implementing short-cycle improvement ("speed cycle") routines to test, refine, and scale effective practices

- Aligning coaching conversations and feedback to current instructional focus areas to drive coherence
- Tracking changes in teacher practice over time to assess impact and inform next steps

Priority 3: Build Aligned Systems for Collaboration, Planning, and Professional Learning

Create the structures and routines that ensure instructional improvement is supported through aligned leadership teams, effective planning, and coherent professional learning.

This work will include:

- Defining clear roles, responsibilities, and expectations for the ILT, MTSS team, and department chairs
- Aligning leadership team meetings to focus on instructional priorities, data analysis, and teacher support
- Designing and strengthening PLC structures to ensure teachers engage in rigorous, standards-aligned planning
- Supporting the development of strong lesson and unit planning practices aligned to instructional priorities
- Building a coherent professional learning plan that is sequenced, focused, and directly tied to observed instructional needs
- Ensuring alignment between professional learning, PLC work, classroom instruction, and feedback cycles
- Creating systems for shared accountability across teams to monitor progress toward instructional goals

Priority 4: Use Data to Drive Decisions and Measure Progress

Ensure that student data is consistently used to inform instructional priorities, guide decision-making, and monitor progress toward improved outcomes.

This work will include:

- Establishing clear routines for analyzing student performance data at the classroom, grade, and school levels
- Using data to identify trends, gaps, and priority areas for instructional focus
- Integrating data into leadership team meetings, PLCs, and coaching conversations
- Aligning instructional decisions and professional learning priorities to student performance insights
- Monitoring progress toward key student outcome goals and adjusting strategies accordingly
- Supporting the principal in leading data-driven conversations that result in clear action steps
- Building staff capacity to interpret and respond to data in ways that improve instruction

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Budget

The total investment for this year-long Leadership Coaching and Strategic Advising Partnership is **$97,500.**

This investment includes:

- Biweekly one-on-one leadership coaching sessions
- Quarterly in-person site visits and step-backs
- In-person project launch
- In-person project close-out
- Planning and preparation time
- On-going planning and support as needed

Conclusion

NVM Consulting LLC is excited about the opportunity to partner with South San Francisco Unified School District and the principal of Alta Loma Middle School to advance this work. This proposal reflects a focused, strategic approach to strengthening leadership, building coherence across systems, and improving instruction in ways that lead to meaningful gains for students. I welcome the opportunity to discuss this proposal further, answer any questions, and refine the approach to best meet the needs of your school community. Please don't hesitate to contact Nicola Martin, Founder & Principal Consultant, NVM Consulting, LLC, at nvmconsultingllc@gmail.com.

NVM CONSULTING LLC

About NVM Consulting, LLC

At the heart of NVM Consulting, LLC is a deep belief that when school and system leaders are supported to lead from a place of clarity, confidence, and strategy, grounded in community, transformational outcomes follow. Founded and led by Nicola Martin, NVM Consulting, LLC brings over two decades of experience in education and a nationally recognized track record of results in educational leadership, coaching, and systems change.

Our Track Record

- Over two decades of experience as an education professional, consultant and leadership coach.
- More than a decade of experience coaching leaders across the country, from first year principals to superintendents, in districts both large and small, urban and rural, traditional and charter.
- 90% of principals supported have seen measurable progress in SIP goals, including:
    - Increased parent and family engagement
    - Decrease in disciplinary infractions
    - Learning gains across all subgroups
    - Double-digit improvement in proficiency across all content areas
    - Increased access to higher-level courses
    - Moving their schools up one to two school grades in one academic year
- Supported district leaders in designing, launching, and scaling districtwide initiatives that lead to measurable impact.
- 40% of leaders in her coaching portfolio have been promoted, including several who advanced to district-level and superintendent roles, demonstrating the lasting leadership capacity built through her work.

Our Approach

- **Customized and individualized approach:** No “one size fits all” playbook. NVM’s coaching is tailored to each leader’s strengths, challenges, and unique school context.
- **Capacity-building, not dependency:** We help leaders lead; our goal is sustainability. We build their efficacy and ownership, ensuring results that last well beyond our engagement.
- **Asset-based and relationship-driven:** We see and build on what leaders bring to the table. We build trust, are dependable and accessible, and are deeply committed to their success.
- **Results-focused:** Our coaching is anchored in the outcomes that matter for leaders, staff, and students.

- **Expertise across contexts:** We have proven success supporting leaders from Pre-K to 12th grade in a variety of settings, from small, rural schools to the nation's largest urban districts.
- **Coaching with a systems lens:** We support leaders to navigate and align multiple initiatives, stakeholders, and priorities, ensuring coherence in strategy and execution.
- **Community:** We specialize in community. We ensure our leaders have access to our vast, national network of school and system leaders through peer connections, networking events, and shared learning opportunities from leaders across the country.

NVM Consulting, LLC supports leaders to lead with purpose, act with strategy, and build systems that last. Our model isn't just about managing complexity; it's about transforming it into coherence, clarity, and real change for students.

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: June 11, 2026

RE: Approval of Contracts with Staffing Agencies to Support Special Education Staffing and Support Needs for 2026-27 school year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District contracts with agencies to fill vacant or Cabinet-approved positions in order to ensure that all required services outlined in students' Individualized Education Programs (IEPs) are implemented. These contracted personnel are essential in maintaining compliance with IEP mandates and in supporting the day-to-day operation of special education programs and classrooms.

This memo seeks Board approval to continue entering into contracts with qualified agencies listed in the chart below to provide staffing support for special education services during the 2026–2027 school year.

Position / Service	FTE	Due to Vacancy	Cabinet-Approved Allocation	Contracting Agency	Estimated Cost
School Psychologist	1.0		✓	Amergis	$205,000
Behavior Technicians (Elementary Therapeutic Support Team)	4.0		✓	Amergis	$360,000

Position / Service	FTE	Due to Vacancy	Cabinet-Approved Allocation	Contracting Agency	Estimated Cost
Board Certified Behavior Analyst (BCBA)	1.0		✓	Taylored Behavioral Solutions	$195,000
Audiologist	1.0		✓	Dr. Rebeka Will	$20,000
Physical Therapist / Physical Therapy Assistant*	2.0	✓	✓	Welldom	$467,000
Specialized Para Educator – SSFHS**	1.0	✓		Welldom	$100,000
Adapted Physical Education Teacher / APE Assistant*	2.0	✓		Welldom	$375,000
Total	**12.0**				**$1,722,000**

FISCAL IMPLICATIONS:

The cost of all roles listed with exception of the Behavior Technicians will be covered by Special Education funds (MGMT: 245). The cost of the behavior technicians will be covered by resource and management codes 3310 and 201.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve contracts with agencies & personnel to provide personnel necessary to implement IEP services and support special education programs for the 2026–2027 school year in the amount of $1,722,000.

'Agreement No. Special Education 26-27 - Amergis Healthcare Staffing, Inc. .Psych+BTs

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

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

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

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

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:
  - **Olivia Bender as 1 full time equivalent School Psychologist**
  - **Up to 4 Behavior Technicians as requested (also named as Para or ParaEducator in this contract)**
  - **at rate of: _see cost sheet attached**
- For all services provided, service logs must be submitted as an attachment with invoices.
  - Service logs must include students whose services were provided as well as the following information:
    - Date, Time, Duration
    - Whether it was group or individual, as well as location of services
    - If student was absent or did not attend, documentation should be included
  - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
    - Student initials or unique ID
    - Driver name or ID
    - Date of service, including
      - Pickup and drop-off times
      - Type of vehicle used
      - Mileage incurred per trip
      - Whether the trip was one-way or round trip
    - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
  - Invoices must include assignment details and a signed timecard for each individual providing services.
  - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
  - For interpretation and translation services, each invoice must clearly indicate:

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- For translated documents: The content that was translated, including the number of pages and any associated additional costs
- For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
- If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.

- Total compensation for services shall not exceed **$565,000.** Broken down as such:

Rate Sheet 2026-2027 SY

Amergis Healthcare Staffing, Inc.

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

To Whom It May Concern,

Below are our agency rates for the 2026-2027 school year. Rates for the 2025-2026 ESY period will remain aligned with the 2025-2026 school year rates.

Service	Amergis Job Title	Rate
Licensed Vocational Nurse	LPN/LPN - 1:1	$68/hr
Registered Nurse	RN/RN - 1:1	$75/hr
Credentialed School Nurse	RN - Certified Nurse School	$100/hr
Administrative Assistant	Administrative Assistant	$46/hr
Paraprofessional (Special Education/Bilingual)	School Aide	$47/hr
Behavior Technician	Behavior Aide	$52/hr
Registered Behavior Technician	Registered Behavior Technician	$55/hr
Board Certified Assistant Behavior Analyst	BCaBA	$120/hr
Board Certified Behavior Analyst	BCBA	$130/hr
Psychologist	Psychologist	$140/hr
Speech Language Pathologist	Speech Language Pathologist	$135/hr
Speech Language Pathologist Assistant	Speech Language Pathologist Assistant	$90/hr
Occupational Therapist	Occupational Therapist	$120/hr
Certified Occupational Therapist Assistant	Occupational Therapist Assistant	$90/hr
Physical Therapist	Physical Therapist	$120/hr
Physical Therapist Assistant	Physical Therapist Assistant	$90/hr
Licensed Marriage and Family Therapist	LMFT	$130/hr
Associate Marriage and Family Therapist	AMFT	$120/hr
Certified Wellness Coach I / II	Certified Wellness Coach I / II	$75/hr / $95/hr
Special Education Teacher	Special Education Teacher	$105/hr
Deaf and Hard of Hearing Teacher	Teacher for the Deaf and Hard of Hearing	$120/hr
Teacher for Visually Impaired	Teacher for Visually Impaired	$120/hr
Orientation & Mobility Specialist	Teacher Orientation and Mobility	$120/hr
Adapted Physical Education Teacher	Adapted Physical Education Teacher	$100/hr

Thank you for the continued partnership,

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

April 16, 2026

amergis
EDUCATIONAL STAFFING

Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ Female	☐ Male	☐ Non-binary

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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'Agreement No. _Special Education - Audiology 26-27

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Rebekah Will Audiology, PC
Name of Primary Contact Person: Dr. Rebekah Will
Address: 1032 Irving St. #601 San Francisco CA 94122
Telephone Number: 650-703-3438
Email address: REBEKAHWILLAUDIOLOGY@GMAIL.COM

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Rebekah Will Audiology PC]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

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- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:__Audiology Services for students with IEPs (special education)
    - at rate of: _see below cost sheets

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REBEKAH WILL AUDIOLOGY, PC

CONSULTING EDUCATIONAL AUDIOLOGY SERVICES

June 12, 2025
To: Ms. Sabrina Yacoub

Re: 2025-26 School Year Rate Sheet and Information- Audiology services

Consultative Educational Audiology services rendered in-person and by phone, teleconference, email for the 2025-26 school year include the following services:

Consulting with District staff and working with PreK-12+ D/HH students on IEP or 504 plan, including:

-a resource for hearing loss and accommodations for the IEP team and assessors, providing guidance on testing, eligibility and LRE suggestions;
-initial and triennial assessment for District D/HH students;
-selection and recommendation of purchase of specific hearing assistive equipment use (i.e. FM/DM systems and remote mic systems);
-fitting and troubleshooting support/repair of student hearing technology;
-provision of loaner equipment during manufacturer repairs
-triaging with medical/family on hearing levels and personal equipment;
-SEIS data entry and collaborative report writing and IEP preparation
-remote IEP meeting attendance.

Services are **provided at $350.00/hour, up to 45 hours for the 2025-26 school year** is suggested, not to exceed $15,750.

Sincerely,

Rebekah Will, Au.D., CCC-A, FAAA
Doctor of Audiology

American Board of Audiology- Certified
Licensed Dispensing Audiologist, CA lic.# AU 2427
CTC- Clear Clinical/Rehabilitation Credential- Audiology

Rebekah Will Audiology, PC
SF Business Reg.# 1090187
CA Professional Corp #416680

REBEKAHWILLAUDIOLOGY@GMAIL.COM 650-703-3483

1032 IRVING ST #601, SAN FRANCISCO CA 94122

REBEKAH WILL AUDIOLOGY, PC

CONSULTING EDUCATIONAL AUDIOLOGY SERVICES

License/Credentials

- California Licensed Dispensing Audiologist, Lic# AU 2427- 2003- present
- Nevada Licensed Audiologist, Lic# A-3335- 2022- present
- California Clear Clinical and/or Rehabilitation Services Credential- Audiology- 2011- present
- California Preliminary Administrative Services Credential- 2015-present

Memberships

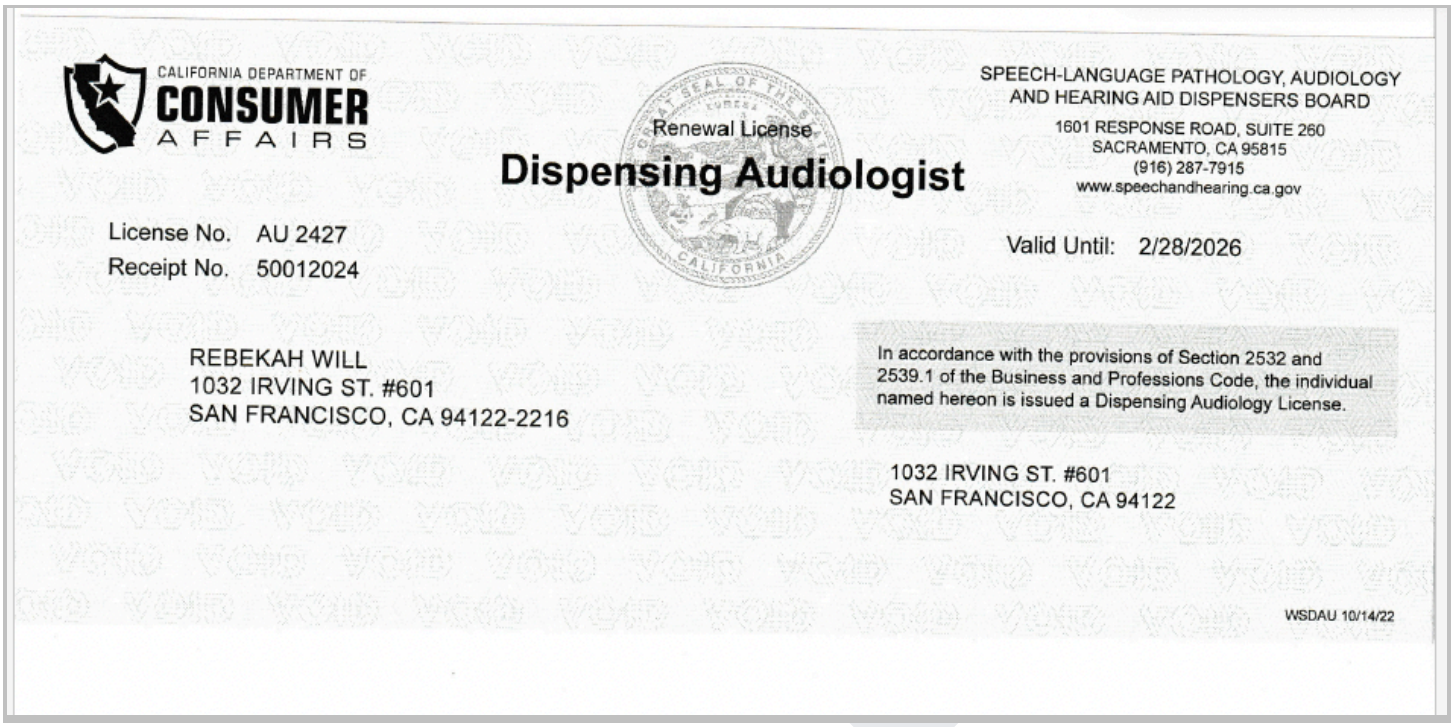
- American Speech-Language Hearing Association (ASHA), National Certification
- American Board of Audiology (ABA), National Board Certification
- American Academy of Audiology (AAA), Fellow
- American Auditory Society (ASA), Member

Education

- DOCTOR OF AUDIOLOGY- 2005, Salus University, PA
- MASTER OF EDUCATION- Audiology- 2002, James Madison University, VA
- BACHELOR OF SCIENCE- SLP/Audiology - 2000, University of Rhode Island

Experience

- Since 2002- Licensed pediatric audiologist diagnosing and treating hearing loss and newborn hearing screen programs in clinical settings (hospitals and private practices).
- Since 2011- Educational audiologist serving Greater Bay Area public school districts and charter schools for Special Education/Section 504 audiology services. Extensive experience with legal IEPs; advocates and attorneys.



CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY AND HEARING AID DISPENSERS BOARD
1601 RESPONSE ROAD, SUITE 260
SACRAMENTO, CA 95815
(916) 287-7915
www.speechandhearing.ca.gov

Renewal License

Dispensing Audiologist

License No. AU 2427
Receipt No. 50012024

Valid Until: 2/28/2026

REBEKAH WILL
1032 IRVING ST. #601
SAN FRANCISCO, CA 94122-2216

In accordance with the provisions of Section 2532 and 2539.1 of the Business and Professions Code, the individual named hereon is issued a Dispensing Audiology License.

1032 IRVING ST. #601
SAN FRANCISCO, CA 94122

WSDAU 10/14/22

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:

- For translated documents: The content that was translated, including the number of pages and any associated additional costs
- For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
- If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.

- Total compensation for audiology services shall not exceed **$20,000.**

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Taylored Behavioral Solutions
Name of Primary Contact Person: Doreece Taylor
Address: 6201 West 87th Street #236, Los Angeles, CA 90045
Telephone Number: (424) 547-2154
Email address: Info@TayloredBehavioralSolutions.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Taylored Behavioral Solutions]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

- ☐ Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
  - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
  - Current and valid **California licensure or credential** appropriate to the discipline
  - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 4 and 5 – Please select one:

- ☐ Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**
- ☐ Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 6 – Please select one:

- ☐ **Evidence of completion for each staff** will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

II. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

III. Description of Professional Services to be Performed by Contractor

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

- Describe Service:____**1 FTE BCBA - Doreece Taylor**_____
  - at rate of: __**(see below cost sheet)**_
- For all services provided, service logs must be submitted as an attachment with invoices.
  - Service logs must include students whose services were provided as well as the following information:
    - Date, Time, Duration
    - Whether it was group or individual, as well as location of services
    - If student was absent or did not attend, documentation should be included
  - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
    - Student initials or unique ID
    - Driver name or ID
    - Date of service, including
      - Pickup and drop-off times
      - Type of vehicle used
      - Mileage incurred per trip
      - Whether the trip was one-way or round trip
    - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

IV. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
  - Invoices must include assignment details and a signed timecard for each individual providing services.
  - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
  - For interpretation and translation services, each invoice must clearly indicate:
    - For translated documents: The content that was translated, including the number of pages and any associated additional costs
    - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each

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- If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.

- Total compensation for services shall not exceed **$195,000.** Broken down as such:

Taylored Behavioral Solutions, LLC
6201 W. 87th Street, Suite 236 Los Angeles, CA 90045
(424) 547-2154
www.tayloredbehavioralsolutions.com

Professional Services Rate Sheet

Contract Summary

Contracting Entity	South San Francisco Unified School District
Service Provider	Taylored Behavioral Solutions, LLC
Credential	Board Certified Behavior Analyst (BCBA)
Contract Period	2026–2027 School Year 195 Contract Days
Daily Schedule	7.5 billable hours
Total Billable Hours	1,462.5 hours (195 days × 7.5 hrs/day)
Invoicing	Monthly; Payment due within 45 days of invoice submission per SSFUSD contract terms

Primary Rate Schedule – On-site BCBA Services

Service / Line Item	Rate	Units	Amount
BCBA On-Site Hourly Rate	$133.00 / hr		
BCBA On-Site Daily Rate (7.5 hrs)	$997.50 / day	195 days	$194,512.50
ANNUAL CONTRACT TOTAL			**Not to exceed $195,000.00**

Scope of Primary Services (included in daily rate)

Services may include, but are not limited to:

- Functional Behavior Assessments (FBAs)
- Behavior Intervention Plan (BIP) development
- BIP monitoring, review, and revision
- Crisis intervention and support
- Behavioral consultation and support
- Classroom observations
- Data collection review and analysis

- IEP participation
- Collaboration with multidisciplinary teams

Prepared for: South San Francisco Unified School District
Prepared by: Taylored Behavioral Solutions, LLC

Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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'Agreement No. Special Education 26-27 - Welldom

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Welldom
Name of Primary Contact Person: Vaishali Bauskar
Address: 39270 Paseo Padre Pkwy #207 Fremont, CA 94538
Telephone Number: 510-358-6198
Email address: info@welldomrehab.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Welldom]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

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- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- **Describe Service:**_____
    - 1 full time equivalent Physical Therapist at daily rate of $1112 during for each regular school day schedule and at a rate of $193/hour for ESY service days and any Part C to Part B evaluations due between June 1 - July 31 (up to 5 hours/day based on IEP services for ESY and up to 5 hours for each Part C to Part B evaluation)
        - Name: Meghan Nelson
    - 1 full time equivalent Physical Therapist Assistant at daily rate of $898 during for each regular school day schedule and at a rate of $140/hour for ESY service days (up to 5 hours for ESY)
        - Name: Angie Galli
    - 2 hours per week of PTA Supervision per week at rate of $193 per hour
        - Name: Dr. Vaishali Bauskar
    - 1 full time equivalent Adapted Physical Education Teacher at daily rate of $952 during for each regular school day schedule and at a rate of $142/hour for ESY service days and any Part C to Part B evaluations due between June 1 - July 31 (up to 5 hours/day based on IEP services for ESY and up to 5 hours for each Part C to Part B evaluation)
        - Name: Diana Czekalski
    - 1 full time equivalent Adapted Physical Education Teacher Assistant at daily rate of $767 during for each regular school day schedule and at a rate of $110/hour for ESY service days and any Part C to Part B evaluations due between June 1 - July 31 (up to 4 hours for ESY and up to 5 hours for each Part C to Part B evaluation)
        - Name: Steve Drulias
    - 1 full time equivalent Para Educator at a rate of $66 per hour for student with specialized mobility needs during the school year, and during ESY or summer school if student attends (hours timecarded equals up to length of school day)
        - Name: Terry Fernandez
    - **at rate of: __see cost sheets below**

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Welldom

Rate Sheet 2026-2027

Services	Assessment Only Rate	Welldom Hourly Rate When a contract is signed per student (based on the IEP minutes alone), a separate ISA for each student is needed.	Per Day Rate (7-8 hours / day) When a contract is signed days / week, a minimum 1 day / week contract term is required.
PT	2100	198	1192
PTA	n/a	131	864
OT	1800	158	1080
COTA	n/a	115	864
SLP	2000	145	1080
SLP - Bilingual	2200	149	1112
SLP - AAC	2200	150	1112
SLPA	n/a	115	864
SLPA Bilingual	n/a	115	864
AT	2200	150	1112
APE	1000	130	944
APEA	n/a	115	n/a
Psych	2500	179	1304
SPED Teacher	1200	n/a	1040
Orientation Mobility / Vision	2500	175	1184
DHH	2100	175	n/a

A minimum one-hour contract term is required; visits of 30 minutes will be billed at the full hourly rate.

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for services shall not exceed **$942,000.**

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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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: June 11, 2026

RE: Renewal Contracts for Licensed Vocational Nurses (LVNs) and Registered Nurses for the 2026–2027 school year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District currently contracts with seven Licensed Vocational Nurses (LVNs) to provide essential health services to students across all school sites. These LVNs operate under the supervision of Certified School Nurses (CSN), supporting students with medical needs in alignment with California Education Code and best practices for student health and safety.

In addition to LVN services, the District also utilizes Registered Nurses (RNs) to provide substitute coverage for CSNs as needed. These contracted roles also provide health support for students participating in Outdoor Education, a week-long spring program offered to all 5th-grade students.

This memo requests Board approval to continue contracting for seven LVN positions, as well as RN support services, for the 2026–2027 school year to ensure continuity of care and full coverage of student health needs.

The chart below outlines the current and anticipated service providers along with their roles, staffing estimates and associated contract costs for the 2026-27 school year.

Organization	Role / Services Provided	# of Positions	Expected Amount
Ro Health	Registered Nurse – substitute for CSN absences (based on up to 42 days coverage)	As needed	$13,194
Ro Health	Licensed Vocational Nurses	4 FTE	$379,101
		Ro Health Total	**$392,295**
Amergis	Registered Nurse – substitute for CSN absences (based on up to 42 days coverage)	As needed	$10,800
Amergis	Licensed Vocational Nurses (LVN)	3 FTE (plus 1 rider support)	$306,118
		Amergis Total	**$316,918**
Amergis / Ro Health (Subcontract)	Licensed Vocational Nurse or Registered Nurse for Outdoor Education (5th grade, 1 week, ~2 students)	1 week	$20,000
		Grand Total	**$729,213**

Please see attached Professional Service Agreement with Amergis and Ro Health for details of contract.

FISCAL IMPLICATIONS:

Health Services funds (Resource code: 0000; Mgt: 507) will be utilized to cover the cost of these professional services contracts.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the continued contracts for seven Licensed Vocational Nurses (LVNs), Registered Nurses (RNs) for substitute coverage for Certified School Nurses (CSNs), and an LVN or RN to provide health support during 5th grade Outdoor Education in the amount of $729,213.

‘Agreement No. __Special Education 26-27 - Amergis Healthcare Staffing, Inc. LVN+RN__

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

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

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

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

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:
  - **3 LVNs**
  - **Registered Nurse as needed as substitute coverage as requested by SSFUSD for District Certified Nurses**
- For all services provided, service logs must be submitted as an attachment with invoices.
  - Service logs must include students whose services were provided as well as the following information:
    - Date, Time, Duration
    - Whether it was group or individual, as well as location of services
    - If student was absent or did not attend, documentation should be included
  - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
    - Student initials or unique ID
    - Driver name or ID
    - Date of service, including
      - Pickup and drop-off times
      - Type of vehicle used
      - Mileage incurred per trip
      - Whether the trip was one-way or round trip
    - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
  - Invoices must include assignment details and a signed timecard for each individual providing services.
  - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
  - For interpretation and translation services, each invoice must clearly indicate:

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- For translated documents: The content that was translated, including the number of pages and any associated additional costs
- For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
- If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.

- Total compensation for services shall not exceed **$316,918** Broken down as such:

Rate Sheet 2026-2027 SY

Amergis Healthcare Staffing, Inc.

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

To Whom It May Concern,

Below are our agency rates for the 2026-2027 school year. Rates for the 2025-2026 ESY period will remain aligned with the 2025-2026 school year rates.

Service	Amergis Job Title	Rate
Licensed Vocational Nurse	LPN/LPN - 1:1	$68/hr
Registered Nurse	RN/RN - 1:1	$75/hr
Credentialed School Nurse	RN - Certified Nurse School	$100/hr
Administrative Assistant	Administrative Assistant	$46/hr
Paraprofessional (Special Education/Bilingual)	School Aide	$47/hr
Behavior Technician	Behavior Aide	$52/hr
Registered Behavior Technician	Registered Behavior Technician	$55/hr
Board Certified Assistant Behavior Analyst	BCaBA	$120/hr
Board Certified Behavior Analyst	BCBA	$130/hr
Psychologist	Psychologist	$140/hr
Speech Language Pathologist	Speech Language Pathologist	$135/hr
Speech Language Pathologist Assistant	Speech Language Pathologist Assistant	$90/hr
Occupational Therapist	Occupational Therapist	$120/hr
Certified Occupational Therapist Assistant	Occupational Therapist Assistant	$90/hr
Physical Therapist	Physical Therapist	$120/hr
Physical Therapist Assistant	Physical Therapist Assistant	$90/hr
Licensed Marriage and Family Therapist	LMFT	$130/hr
Associate Marriage and Family Therapist	AMFT	$120/hr
Certified Wellness Coach I / II	Certified Wellness Coach I / II	$75/hr / $95/hr
Special Education Teacher	Special Education Teacher	$105/hr
Deaf and Hard of Hearing Teacher	Teacher for the Deaf and Hard of Hearing	$120/hr
Teacher for Visually Impaired	Teacher for Visually Impaired	$120/hr
Orientation & Mobility Specialist	Teacher Orientation and Mobility	$120/hr
Adapted Physical Education Teacher	Adapted Physical Education Teacher	$100/hr

Thank you for the continued partnership,

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

April 16, 2026

amergis
EDUCATIONAL STAFFING

Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ Female	☐ Male	☐ Non-binary

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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'Agreement No. Special Education 26-27 - RoHealth LVN+RN

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Ro Health, LLC
Name of Primary Contact Person: Zac Sippel
Address: 440 N. Barranca Ave. #1884, Covina CA 91723
Telephone Number: 503-420-0795
Email address: zsippel@rohealth.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [RoHealth LLC]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:
  - **4 LVNs**
  - **Registered Nurse as needed as substitute coverage as requested by SSFUSD for District Certified Nurses**
- For all services provided, service logs must be submitted as an attachment with invoices.
  - Service logs must include students whose services were provided as well as the following information:
    - Date, Time, Duration
    - Whether it was group or individual, as well as location of services
    - If student was absent or did not attend, documentation should be included
  - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
    - Student initials or unique ID
    - Driver name or ID
    - Date of service, including
      - Pickup and drop-off times
      - Type of vehicle used
      - Mileage incurred per trip
      - Whether the trip was one-way or round trip
    - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
  - Invoices must include assignment details and a signed timecard for each individual providing services.
  - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
  - For interpretation and translation services, each invoice must clearly indicate:

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- For translated documents: The content that was translated, including the number of pages and any associated additional costs
- For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
- If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.

- Total compensation for services shall not exceed **$392,295.**

RoHealth

PERSONNEL HOURLY RATES FOR CLIENT

Nursing, Behavioral and Therapy	
Credentialed School Nurse (RN)	$141.96/hour
Public Health Nurse (PHN)	$141.96/hour
Vision and/or Hearing Screening (RN)	$141.96/hour
Registered Nurse (RN)	$94.64/hour
Licensed Vocational Nurse (LVN)	$72.01/hour
Medical Assistant (MA)	$55.85/hour
Certified Nurse Assistant (CNA)	$55.85/hour
Paraeducator / Non- Instructional Aide	$53.74/hour
Behavior Intervention Services (BCA/RBT)	$63.79/hour
Board Certified Behavior Analyst (BCBA)	$163.54/hour
Speech-Language Pathologist (SLP)	$114.70/hour
Speech Language Pathologist Assistant (SLPA)	$74.07/hour
Occupational Therapist (OT)	$109.04/hour
Certified Occupational Therapy Assistant (COTA)	$74.07/hour

Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ Female	☐ Male	☐ Non-binary

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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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: June 11, 2026

RE: Approval of Contracts for Interpretation and Translation Services for IEP Meetings and American Sign Language (ASL) interpretation for students whose primary language is ASL

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

To ensure compliance with the Individuals with Disabilities Education Act (IDEA) and the California Education Code, school districts are required to provide interpretation and translation services for families whose primary language is not English during the special education process.

These services are essential to supporting meaningful parent participation in Individualized Education Program (IEP) meetings and decision-making. This includes providing qualified spoken language interpreters during IEP meetings and translating IEP documents and related materials into the family's native language when required.

Additionally, these contracts cover access to qualified American Sign Language (ASL) interpreters to support students and families who use ASL as their primary language.

Below is a chart of current and anticipated service providers.

Organization	Services Provided	Expected Amount
Certified Languages	Translation & Interpretation services for IEP meetings	$175,000
Effectiff	Translation & Interpretation services for IEP meetings	$175,000
Avid Translations	Translation & Interpretation services for IEP meetings	$350,000
Hanna	Translation & Interpretation services for IEP meetings	$50,000
	2 known students who require ASL interpretation or language models = ~$125,000 per ASL Interpreter	$250,000
	Subtotal	**$1,000,000**

Overall, this is an increase in spending on interpretation and translation vs. prior years. The major drivers of the cost increases are:

- The number of requests for interpretation and translation services has increased over the past several years. In particular, translation requests increased from 258 in the 2023–2024 school year to 300 in the 2024–2025 school year, representing a 16% increase. During the 2025–2026 school year, the District has received 855 requests for interpretation services and 177 requests for translation services through the end of April. Additional requests are anticipated before the close of the school year as teams conduct transition IEP meetings and finalize year-end documentation. To support timely, high-quality services and ensure adequate provider availability across languages and service needs, the District distributes interpretation and translation requests across multiple providers.

FISCAL IMPLICATIONS:

Special Education funds (MGMT: 245) will be utilized to cover the cost of these professional services contracts.

RECOMMENDATION:

It is recommended that the South San Francisco Board of Trustees approve contracts with the agencies listed above for the 2026–2027 school year to provide interpretation and translation services, including ASL, to ensure legal compliance and support for meaningful family engagement in a total amount of $1,000,000.

'Agreement No. Special Education 26-27 - AVID Translations

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: AVID Translations
Name of Primary Contact Person: Abeer Rafidi
Address: 235 E 3rd Ave. Ste 202, San Mateo CA 94401
Telephone Number: 650-525-9896
Email address: a.rafidi@avidtrans.net

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

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vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a

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

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

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

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

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

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

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

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15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [AVID Translations]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

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- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_Interpretation and translation services
  - at rate of: _see cost sheets below

Avid agrees to provide verbal and written communication to ensure families are able to actively participate in the IEP process & to provide ASL interpreters to fill internal vacancies.

Avid Translation Rates/Payment and Order Policy (Updated: June 1st , 2022)
All in-person interpreting services which have been suspended during the Coronavirus shelter in place are only offered for situations with necessary meetings for assessments with children.

Interpretation Services:	**Rate**
In-Person Interpreting: (2 hour minimum)	
Consecutive interpreting (meetings, presentations- all common languages) - minimum 2 hours	**$125** per hour Limited
Simultaneous interpreting (all common languages including ASL) – minimum 2 hours	**$125 p**er hour Limited
ASL interpreting - on site - minimum 2 hours	**$125** per hour Limited
Remote Interpreting: (1.5 hour minimum)	
Video-interpreting – all settings (schools, teletherapy, telemedicine) minimum 1.5 hours	$115 per hour Available
Phone Interpreting (Scheduling & Conferencing) - minimum 1.5 hour	**$115 p**er hour Available

Translation Services:	
Standard Translation (5 pages or less for a 350-word page)	$115 per page
Standard Translation (over 5 pages – Spanish/French/German	**$0.2**3 per word
Standard Translation (Other common languages)	**$0.26 p**er word
Uncommon Languages (where available)	**$0.28** per word

Policy on Charges, Ordering Services and Reimbursement for Services:

- Common & Uncommon Languages:
- Common Languages are the 30 common languages that Avid works with and are listed in our brochure.
- Uncommon languages include regional languages or dialects that are not normally available.
- After Hour Rate: All Languages (including ASL) charges are 1.5 hourly rate (minimum charge applies)
- Normal Business Hours are: Monday through Friday 9:00 am to 5:00 pm.
- Avid Translation is closed on Saturday & Sunday and all federally recognized holidays.

Minimum Charges:

- 2-hour minimum charge for all in-person interpretive services
- 1.5 hour minimum for video interpretation
- 1.5-hour minimum for telephonic interpretation.
- Additional charges over the 2-hour minimum: (except court interpreters) are rounded to next half hour.

Ordering Services:

- Ordering services for contract services are all done through our website: www.avidtrans.net >> Request Services >> Select Service
- 72 hours notice at a minimum is encouraged. Orders less than 48 hours are not guaranteed.

- Requests made in less than 24 hours are not guaranteed.

Cancellation Policy:

- Cancellation can be made by email, phone or fax.
- Cancellations in less than 24 hours will be charged the full 2-hour minimum (or 1 hour:30-minute minimum for telephonic interpretation) on any of our services.
- Cancellation of translation orders for documents will be charged up to the point of the work completed.
- Cancellation must be made within normal business hours -not during weekends or after normal business hours. Business hours are 9:00 – 5:00 (Mon. – Fri.)

Payment Policy:

- Payment for services is due upon completion of service. All services will be invoiced. All non-contract clients must provide a credit card or a PO #.
- Avid Translation will fax or email invoices to client (Accounts Payable) office upon completion of services.
- Payments Accepted: company checks, credit card (Visa/ MasterCard), bank checks, money orders.
- All payments must be received within a 45 day time period

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For all services provided, service logs must be submitted as an attachment with invoices.

- Service logs must include students whose services were provided as well as the following information:
  - Date, Time, Duration
  - Whether it was group or individual, as well as location of services
  - If student was absent or did not attend, documentation should be included
- For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
  - Student initials or unique ID
  - Driver name or ID
  - Date of service, including
    - Pickup and drop-off times
    - Type of vehicle used
    - Mileage incurred per trip
    - Whether the trip was one-way or round trip
  - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
  - Invoices must include assignment details and a signed timecard for each individual providing services.
  - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
  - For interpretation and translation services, each invoice must clearly indicate:
    - For translated documents: The content that was translated, including the number of pages and any associated additional costs
    - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
    - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for interpretation and translation services shall not exceed **$350,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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'Agreement No. ____Special Education 26-27 - Certified Languages____

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Certified Languages International, LLC
Name of Primary Contact Person: Gloria Ferrante
Address: 4800 SW Macadam Avenue, Ste 400 Portland OR 97239
Telephone Number: 503-484-2425
Email address: gloriaf@certifiedlanguages.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Certified Languages]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

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- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_Interpretation and translation services
  - at rate of: _see cost sheets below

CERTIFIED LANGUAGES INTERNATIONAL

SCHEDULE B

PRICING AND TERMS OF SERVICE

Certified Languages International (CLI)'s Services are priced on a per-use basis with no monthly minimums. All invoice terms are Net 30; 1.0% accrued interest on balances exceeding thirty (30) days. All fees and reimbursements are to be made in U.S. dollars and exclude sales, use, or other applicable tax. Pricing is listed below by Service type. Any dispute on an invoice needs to be made to Company no later than ninety (90) days of when the Service was rendered; otherwise Company is not obliged to issue a credit on the disputed portion of invoice.

Service 1 — Telephone Interpreting Services: Customers are connected to interpreters 24/7/365. The Services shall be performed by Company in a manner consistent with the degree of quality and skill that is standard in the language interpreting services industry. Company warrants and represents that it can provide telephone interpreting services for approximately 200 unique languages, and that the average length of time to connect to the interpreter upon Company's receipt of a call shall not exceed the industry standards. CLI provides third-party dial-out within the borders of the U.S. and Canada for $US 0.15 per minute, in addition to the standard per-minute pricing listed below.

Phone Recordings: Telephone interpreting calls may be recorded for internal quality assurance purposes only. By checking the box below, you are requesting that your sessions *not* be recorded.

☒ I request that my telephone interpreting sessions not be recorded.

CLI's telephone interpreting services under Service 1 include the following:

- **On-Demand Telephone Interpreting Services:** Customers are connected to interpreters 24/7/365, on demand. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the call. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the telephone interpreting session.

- **Pre-Scheduled Telephone Interpreting Services:** Customers may schedule telephone appointments with interpreters in specific languages. There is a minimum fee equal to **30 minutes** regardless of actual time spent during the interpreting session. There is also a **30-minute** cancellation fee if cancellation is not received 24 hours before the scheduled session. If an interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply. Billing for pre-scheduled appointments is based on a per-minute basis and commences at the original scheduled time, unless provisions for a delayed start time are made 24 hours in advance. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the telephone interpreting session.

Late Policies: Interpreters will wait up to 30 minutes past the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past the scheduled time.

Per-Minute Pricing for Service 1, Telephone Interpreting Services	
All spoken languages	$US 1.65

One-Time, Flat Implementation Fee for Service 1, Telephone Interpreting Services	
Fee for call procedure set-up, payable upon completion of implementation	$US 500.00

Service 2 — Video Remote Interpreting ("VRI") Services: Once implemented, Customer may access video remote interpreting services, in which Customer (or agent of Customer) is at a video device (which might include but is not limited to a video phone device, tablet device, or video-equipped computer) and is remotely connected to an interpreter for American Sign Language and/or spoken language interpreting. Video remote interpreting sessions are never recorded, for any reason. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the video interpreting session. Billing terminates when either the interpreter or Customer ends the video remote interpreting session.

CLI's Video Remote Interpreting Services under Service 2 include the following:

- **On-Demand Video Remote Interpreting Services:** Customers are connected to video interpreters on demand during the hours of availability. Billing is conducted on a per-minute basis and commences once an interpreter is connected to the video interpreting session. Billing terminates when either the interpreter or Customer ends the video interpreting session.

- **Pre-Scheduled Video Remote Interpreting Services:** Customers may schedule appointments with video interpreters in specific languages. There is a minimum fee equal to **30 minutes** regardless of actual time spent during the interpreting session. There is also a **30-minute** cancellation fee if cancellation is not received 24 hours before the scheduled session. If a video interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply. Billing for pre-scheduled appointments is based on a per-minute basis and commences at the original scheduled time, unless provisions for a delayed start time are made 24 hours in advance. Billing terminates when either the interpreter or Customer ends the call, effectively terminating the video interpreting session.

  Late Policies: Interpreters will wait up to 30 minutes past the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past the scheduled time.

Per-Minute Flat Rate Pricing for Service 2, Video Remote Interpreting Services			
Language	**Spanish**	**Other Spoken Languages (Non-Spanish)**	**American Sign Language**
Price	$US 2.00	$US 2.00	$US 2.50

Service 3 — Written Document Translation Services: Each written document translation project is priced based on word count, language, and document software platform. An authorized User will be required to send an email to CLI's Manager of Translation Services (translations@certifiedlanguages.com) authorizing the work to be done and specifying any special requirements related to the translation, including but not limited to special confidential handling of the document. Cost estimates provided by CLI are approximate. Additional fees may be charged for special formatting and/or for expedited delivery; however, any additional fees will be quoted up front.

Service 4 —Assessment Services: Customer retains Company to provide assessment services via telephone. The Services are a tool to aid the Customer with assessing interpreting skills. The assessment will only rate the interpreting skill level of an individual and will not determine whether the individual passed or failed the test. The Customer is solely responsible for determining how to interpret and act upon the results of the testing.

Pricing for Service 4, Assessment Services	
Interpreting Skills Assessment	$US 200.00 per assessment

"No-Show" Policy: CLI's test administrator will wait up to 10 minutes past the original scheduled start time for the assessment appointment. After that, if the individual taking the assessment is not present, there will be a fee equal to half the cost of the assessment.

CERTIFIED LANGUAGES INTERNATIONAL

CLI's Document Translation Rates

Language	Rate per Word
Afrikaans	$0.36
Albanian	$0.28
Amharic	$0.30
Arabic	$0.30
Armenian (Eastern)	$0.28
Armenian (Western)	$0.28
Azerbaijani (Azeri)	$0.36
Bassa	$0.36
Belarusian	$0.30
Bengali	$0.30
Bosnian	$0.28
Braille	Flat Rate
Bulgarian	$0.28
Burmese	$0.32
Cambodian (Khmer)	$0.32
Cape Verde Creole	$0.38
Cebuano	$0.40
Chinese (Simplified)	$0.28
Chinese (Traditional)	$0.28
Chuukese	$0.39
Croatian	$0.28
Czech	$0.28
Danish	$0.30
Dari	$0.30
Dutch	$0.28
Estonian	$0.28
Farsi (Persian)	$0.30
Finnish	$0.28
Flemish	$0.28
French (Canada)	$0.28
French (France)	$0.28
Fulani	$0.40
Georgian	$0.28
German	$0.28
Greek	$0.28
Gujarati	$0.30
Haitian Creole	$0.28
Hakha Chin	$0.40
Hakka (Chinese)	$0.28
Hebrew	$0.30
Hindi	$0.30
Hmong	$0.30
Hungarian	$0.28
Icelandic	$0.32
Igbo/Ibo	$0.40
Ilocano	$0.48
Ilonggo (Hiligaynon)	$0.36
Indonesian	$0.30
Italian	$0.28
Japanese	$0.32
Javanese	$0.32
Kannada	$0.32
Karen	$0.38

Language	Rate per Word
Kazakh	$0.30
Kinyarwanda	$0.36
Kirundi	$0.32
Korean	$0.28
Kurdish (Kurmanji dialect)	$0.36
Kurdish (Sorani dialect)	$0.36
Kyrgyz/Kirgiz	$0.32
Lao (Laotian)	$0.30
Latvian	$0.28
Lithuanian	$0.28
Macedonian	$0.30
Malay (Malaysian)	$0.30
Mandinka	$0.40
Marathi	$0.32
Marshallese	$0.50
Mien	$0.40
Mongolian	$0.36
Montenegrin	$0.32
Navajo	$0.36
Nepali	$0.32
Norwegian	$0.28
Oromo	$0.40
Pashto	$0.30
Polish	$0.28
Portuguese (Brazil)	$0.28
Portuguese (Portugal)	$0.28
Punjabi	$0.30
Rohingya	$0.40
Romanian (Moldavan)	$0.28
Russian	$0.28
Serbian	$0.28
Slovak	$0.28
Slovenian	$0.28
Somali	$0.30
Spanish (Castilian)	$0.22
Spanish (Latin American)	$0.22
Spanish (other varieties)	$0.22
Swahili	$0.30
Swedish	$0.28
Tagalog	$0.30
Tamil	$0.32
Telugu	$0.32
Thai	$0.30
Tibetan	$0.40
Tigrinya	$0.32
Turkish	$0.28
Ukrainian	$0.28
Urdu	$0.30
Uzbek	$0.30
Vietnamese	$0.28
Wolof	$0.42
Yoruba	$0.36

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for interpretation and translation services shall not exceed **$175,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ Female	☐ Male	☐ Non-binary

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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'Agreement No. Special Education 26-27 - Effectiff

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Effectiff
Name of Primary Contact Person: Alex Cherkashin
Address: 1212 Broadway Plaza Walnut Creek CA 94596
Telephone Number: 929-999-5719
Email address: alex.ch@effectiff.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

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vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a

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

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

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

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

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

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

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

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15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Effectiff]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_Interpretation and translation services
    - at rate of: _see cost sheets below

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Commercial Pricelist 2024

Document Translation Services:	Per Word
Category A (minimum service – 750 words or less $65.00) - Non-Rush	$0.09
Category B (minimum service – 750 words or less) - $75.00)	$0.13
Category C (minimum service – 750 words or less) - $85.00)	From $0.16
Rush Services for languages of Category A	$0.13
Rush Services for languages of Category B	$0.18
Machine translation and Post edit	$0.08
Revisions - includes second round and above of author-requested proofreading and editing; as well as request for source additions, alterations or rewrites	$0.07
Transcription & Voice-Over Services:	**Per Minute**
Transcription for languages of Category A and B	$2.50
Voice-Over (one person) for languages of Category A and B	$45.00
Subtitles for languages of Category A and B	$10.00
Additional Workflow Charges:	
Multilingual DTP (Desktop Publishing / Graphic Design) – includes Webpage translation and formatting (localization	$45.00 per hour

Remote Interpretation Services	Per Minute
Over-the-Phone Interpretation	
Category A (on-demand and prescheduled)	$0.70
Category B (on-demand and prescheduled)	$0.75
Category C (on-demand and prescheduled)	$0.85
Video-Remote Interpretation	
Category A (on-demand and prescheduled)	$0.90
Category B (on-demand and prescheduled)	$0.95

Category C + ASL (on-demand and prescheduled)	$1.10
Minimum Fee per month (in case the cost for total amount of minutes for all remote services provided per month is less than $150)	$150.00
Monthly Discount (in case total amount of minutes for all remote services provided per month is more than 7,500 minutes)	- 10%
Monthly Discount (in case total amount of minutes for all remote services provided per month is more than 12,500 minutes)	- 15%
On-site Consecutive/Simultaneous Interpretation	**Per Hour**
Category A (2 hours minimum)	$85.00/$130.00
Category B (2 hours minimum)	$95.00/$160.00
Category C (2 hours minimum)	$115.00/$165.00
ASL (2 hours minimum)	$130.00
Remote Simultaneous Interpretation	
Spanish (2 hours minimum, 1 interpreter)	$95.00
All Other Languages (2 hours minimum, 1 interpreter)	$140.00

Category A *includes such languages as Spanish.*

Category B *includes such languages as French, Macedonian, Mongolian, Croatian, Albanian, Estonian, Romanian, Kazakh, Danish, Dutch, Amharic, Japanese, Somali, Albanian, Hindi, Swahili, Finnish, Swedish, Nepali, Karen, Bahasa, Indonesian, Latvian, Haitian Creole, Vietnamese, Burmese, Lithuanian, Malay, Italian, Czech, Slovak, Thai, Chinese, Arabic, Bosnian, Polish, Serbian, Armenian, Georgian, German, Amharic, Hebrew, Greek, Turkish, Korean, Portuguese.*

Category C *includes such languages as Acholi, Norwegian, Duala, Jamaican Patois, Mbay, Afar, Mien, Soga, Afrikaans, Dzongkha, Jarai, Mirpuri, Akan, Edo, Javanese, Mixteco, Soninke, Akateko, Ekegusii, Jingpho, Mizo, Sorani, Jinyu, Mnong, Ewe, Anuak, Farsi, Jula, Sunda, Apache, Fijian, Kaba, Mortlockese, Kamba, Napoletano, Kanjobal, Navajo, Flemish, Kannada, Sylhetti, Ngambay, Tagalog, Kashmiri, Nigerian Pidgin, Taiwanese, Bahdini, Fukienese, Kayah, Tajik, Bahnar, Fulani, Nuer, Tamil, Bajuni, Fuzhou, Kham, Nupe, Telugu, Bambara, Ga Khana, Nyanja, Bantu, Gaddang, Khmer, Nyoro, Tibetan, Barese, Gaelic-Irish, K'iché, Ojibway, Tigré, Basque, Gaelic-Scottish, Kikuyu, Oromo, Tigrigna, Bassa, Garre, Kimiiru, Pampangan, Toishanese, Gen, Koho, Papiamento, Tongan, Bemba, Pashto, Tooro, Benaadir, Krahn, Plautdietsch, Trique, Bengali, Krio, Pohnpeian, Berber, Gheg, Kunama, Turkmen, Bosnian, Gokana, Kurmanji, Tzotzil, Bravanese, Kyrgyz, Bulgarian, Gujarati, Laotian, Urdu, Gulay, Pugliese, Uyghur, Cantonese, Gurani, Liberian Pidgin English, Pulaar, Uzbek, Catalan, Lingala, Punjabi, Cebuano, Hakka China, Putian, Visayan, Chaldean, Hakka Taiwan, Luba- Kasai, Quechua,*

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Welsh, Chamorro, Hassaniyya, Luganda, Quichua, Wodaabe, Chaochow, Hausa, Luo, Rade, Wolof, Chin Falam, Hawaiian Hebrew, Maay, Rakhine, Wuzhou, Chin Hakha, Hiligaynon, Rohingya, Yemeni Arabic, Chin Mara, Yiddish, Chin Matu, Hindko, Malayalam, Rundi, Yoruba, Chin Senthang, Hmong, Maltese, Yunnanese, Chin Tedim, Hunanese, Mam, Rwanda, Zapoteco, Chipewyan, Mandarin, Samoan, Zarma, Chuukese, IIcelandic, Mandinka, Sango, Zo, Cree, Igbo, Maninka, Seraiki, Zyphe, Croatian, Ilocano, Manobo, Dinka, Marathi, Shanghainese, Inuktitut, Marka, Shona, Dari, Marshallese, Sichuan Y, Dewoin, Jakartanese, Masalit.

The indicated rates are valid both for translation from English into the required language, and vice versa.

Explanatory notes

• **(*) Rush service is considered for all requests exceeding 2,500 words that need to be delivered within 24 hours. If you request a translation of less than 2,500 words to be delivered within 24 hours, it will be considered as regular job**.

• (**) We consider 250 words per page.

• (***) For on-site interpretation services: 2 hours minimum billing, and the provision is of 1 (one) interpreter. If the event needs more interpreters, this must be specified and requested in advance. For remote interpretation services (OPI, VRI), the minimum billing would be of 2 minutes. For RSI, the minimum billing would be of 1 hour.

The given rates are valid during business hours (8 a.m. to 5 p.m.) and after hours. For weekends, emergencies and holidays, rush service may apply. This is subject to project scope and deadline expectations.

Turnaround Time

Due to the solid experience and counties' existing contracts Effectiff fully understands and realizes all the possible workload and approach to be taken.

For document translation services, Effectiff is capable to process up to 50,000 words daily working with more than 3,000 translators that allows us to provide linguistic services to dozens of people, manage up to 40 separate projects daily and about 14,000 projects a year.

Our regular daily capacity is up to 2,500 words. As indicated above, this number can exponentially increase upon request. Please note that for projects exceeding our daily regular capacity, we might have to charge a rush job service rate. Please refer to our price sheet above for reference.

Type of Request	Range of Volume of work	Turnaround Time
Regular Service Request for translation as per indicated in the solicitation document.	1 – 2,500 words	1 day
	2,500 – 5,000 words	2 days
	5,000 – 25,000 words	2 – 10 days
	25,000 – 50.000 words	10 – 20 days
	50,000+ words	Agreed Timeline
Rush Service Request for translation as per indicated in the solicitation document.	2,500 – 50,000 words	1 day
	50,000+ words	Agreed timeline

Cancelation Policy

- If the translation request is cancelled before its start, no fees shall be charged.
- If the translation request is cancelled when it is already in execution, the solicitor may have to cover the advance of the project before the interruption.
- Cancellations of pre-scheduled interpretation services received with more than 72 hours' notice (at least 72 hours prior the time of particular appointment) are non-billable.
- Interpretation services cancellations received within 72 to 48 hours prior the interpretation session are billable for a minimum fee.
- Interpretation services cancellations received within 48 to 24 hours prior the interpretation session are billable for 50% of the cost of the scheduled services.
- Interpretation services cancellations received within less than 24 hours' prior the interpretation session are billable for 100% of the cost of the scheduled services.

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- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for interpretation and translation services shall not exceed **$175,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ Female	☐ Male	☐ Non-binary

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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'Agreement No. Special Education 26-27 - Hanna Interpretations & Translations

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Hanna Interpreting Services
Name of Primary Contact Person: Scott Swanson
Address: 3322 Sweetwater Springs Blvd., Ste. 204
Spring Valley CA 91977
Telephone Number: 619-962-2331
Email address: scott.swanson@hannais.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [July 1, 2026], to [June 30, 2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

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vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a

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

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

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

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

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

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

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

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15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Hanna Interpreting Services]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
    - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
    - Current and valid **California licensure or credential** appropriate to the discipline
    - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6

Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**

Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

Evidence of completion for each staff will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6

Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_Interpretation and translation services, as well as ASL Service Providers for students as need
    - at rate of: _see cost sheets below
    -

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EXHIBIT A

SET UP & MAINTENANCE		
Service Type	**Description**	**Minimum Fee**
-	Account Set Up	(Waived) ~~$99~~
-	Live Video Training	(Waived) ~~$99~~
-	Monthly Minimum Maintenance Fee	(Waived) ~~$99~~
* Charged if the total service fees for the month do not add up to the minimum amount of $99.00.		

DOCUMENT TRANSLATION (TR)*			
Service Type	**Language**	**Rate**	**Minimum Fee**
Machine Translation (Reliable Database)			
TR	Language Group A (Spanish)	$0.075/word	$30.00
TR	Language Group B	$0.125/word	$45.00
TR	Language Group C	ASK	ASK
Machine Translation & Human Post-Edit (MTPE)			
TR	Language Group A (Spanish)	$0.09/word	$30.00
TR	Language Group B	$0.15/word	$45.00
TR	Language Group C	ASK	ASK
Human Translation & Proofreading			
TR	Language Group A (Spanish)	$0.15/word	$50.00
TR	Language Group B	$0.25/word	$75.00
TR	Language Group C	$0.30/word	$100.00

TRANSLATION MEMORY – LEVERGING DISCOUNT RATE			
TR	Repetitions	70% Discount	Minimum Charge Based Language Group
TR	Exact Match (100-101%)	70% Discount	Minimum Charge Based Language Group
TR	Leveraged Match (90-99%)	40% Discount	Minimum Charge Based Language Group
TR	Fuzzy Match & No Match	NO Discount	Minimum Charge Based Language Group

OTHER SERVICES			
-	Proofreading	$60.00/hour	$60.00
-	Desktop Publishing	$40.00/page	
-	ADA/508 Remediation	$40.00/page	
-	Rush Fees**	10%	10%

** Standard Document Translation Turnaround Time: 3 business days (avg. 3,000 words per language per day)** Regular Hours Minimum Fee shall apply to projects submitted between 8 AM - 5 PM PST, Monday – Friday.*

ON-DEMAND OVER THE PHONE INTERPRETATION (OPI)				
Service Type	**Language**	**Rate**	**Minimum**	**Min. Total**
Offshore OPI	Language Group A (Spanish)	$0.79/min	1	$0.79
Offshore OPI	Language Group B & C (All Other Spoken)	$0.89/min	1	$0.89
Onshore OPI	Language Group A (Spanish)	$0.89/min	1	$0.89
Onshore OPI	Available Languages	$0.99/min	1	$0.99

ON-DEMAND VIDEO-REMOTE INTERPRETATION (VRI)				
Service Type	**Language**	**Rate**	**Minimum**	**Min. Total**
Offshore VRI	Language Group A (Spanish)	$0.99/min	1	$0.99
Offshore VRI	All Other Available Languages	$1.49/min	1	$1.49
Onshore VRI	Language Group A (Spanish)	$1.49/min	1	$1.49
Onshore VRI	All Other Available Languages	$1.99/min	1	$1.99
Onshore VRI	Language Group D (ASL)	$1.99/min	1	$1.99

Region A - PRE-SCHEDULED CONSECUTIVE INTERPRETATION (QUALIFIED)				
Service Type	**Language**	**Rate**	**Minimum**	**Minimum Total**
In-Person	Language Group A (Spanish)	$75.00/hr	2	$150.00
In-Person	Language Group B (Core Lang.)	$90.00/hr	2	$180.00
In-Person	Language Group C (All Other Spoken Lang.)	$105.00/hr	2	$210.00
In-Person	Language Group D (ASL)	$145.00/hr	2	$290.00
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%
In-Person	Evenings & Weekends Fees	10%	10%	10%
In-Person	Mileage/Travel Fees	Waived	Waived	Waived
OPI/VRI	Language Group A (Spanish)	$75.00/hr	1	$75.00
OPI/VRI	Language Group B (Core Lang.)	$90.00/hr	1	$90.00
OPI/VRI	Language Group C (All Other Spoken Lang.)	$105.00/hr	1	$105.00
OPI/VRI	Language Group D (ASL)	$145.00/hr	1	$145.00
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%

Region A - PRE-SCHEDULED CONSECUTIVE INTERPRETATION (MEDICALLY CERTIFIED)				
Service Type	**Language**	**Rate**	**Minimum**	**Minimum Total**
In-Person	Language Group A (Spanish)	$115.00/hr	2	$200.00
In-Person	Language Group B (Core Lang.)	$130.00/hr	2	$230.00
In-Person	Language Group C (All Other Spoken Lang.)	$145.00/hr	2	$260.00
In-Person	Language Group D (ASL)	$165.00/hr	2	$290.00
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%
In-Person	Evenings & Weekends Fees	10%	10%	10%
In-Person	Mileage/Travel Fees	Waived	Waived	Waived
OPI/VRI	Language Group A (Spanish)	$115.00/hr	1	$100.00
OPI/VRI	Language Group B (Core Lang.)	$130.00/hr	1	$115.00
OPI/VRI	Language Group C (All Other Spoken Lang.)	$145.00/hr	1	$130.00
OPI/VRI	Language Group D (ASL)	$165.00/hr	1	$145.00
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%

PRE-SCHEDULED SIMULTANEOUS INTERPRETATION & CART				
Service Type	**Language**	**Rate**	**Half-Day Min**	**Full-Day Min**
In-Person	Language Group A (Spanish)**	$150.00/hr	3	6
In-Person	Language Group B (Core Lang.)**	$250.00/hr	3	6
In-Person	Language Group C (All Other Spoken Lang.)**	$350.00/hr	3	6
In-Person	Language Group D (ASL)*	$175.00/hr	2	-
In-Person	Language Group E (CART)	$250.00/hr	3	-
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%
In-Person	Evenings & Weekends Fees	10%	10%	10%
In-Person	Mileage/Travel Fees	Waived	Waived	Waived
OPI/VRI	Language Group A (Spanish)	$125.00/hr	3	-
OPI/VRI	Language Group B (Core Lang.)	$225.00/hr	3	-
OPI/VRI	Language Group C (All Other Spoken Lang.)	$325.00/hr	3	-
OPI/VRI	Language Group D (ASL)*	$150.00/hr	2	-
OPI/VRI	Language Group E (CART)	$225.00/hr	3	-
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%

** Requires a team of two ASL interpreters per simultaneous interpretation event*
*.** Some spoken languages may require teaming due to the nature of the event (Topic, Setting, Complexity, Length, Speakers, Medium)*

CONFERENCE INTERPRETATION EQUIPMENT				
Service Type	**Equipment**	**Cost Per Session**	**Minimum**	**Total**
In-Person	Digital Medium Area Transmitter	$150.00	1	$150.00
In-Person	Multi-Channel Receivers & Headsets	$5.00	1	$5.00
In-Person	Roundtrip Shipping	Waived	Waived	Waived

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TRANSCRIPTION/CLOSED CAPTIONING/SUBTITLING				
English Transcription	**Discount Per Minute 1 week**	**Standard Per Minute 3-5 Days**	**Rush Per Minute 2-3 Days**	**Overnight Per Minute 1 Day**
1-2 Speakers	$1.50	$1.75	$2.25	$2.75
3-4 Speakers	$2.00	$2.25	$2.75	$3.25
5 or More Speakers	$2.50	$2.75	$3.25	$3.75
Minimum Fee Per Project	**$150.00**	**$150.00**	**$150.00**	**$150.00**
Language Group A Transcription	**Discount Per Minute 1 week**	**Standard Per Minute 3-5 Days**	**Rush Per Minute 2-3 Days**	**Overnight Per Minute 1 Day**
1-2 Speakers	$2.50	$2.75	$3.25	$3.75
3-4 Speakers	$3.00	$3.25	$3.75	$4.25
5 or More Speakers	$3.50	$3.75	$4.25	$4.75
Minimum Fee Per Project	**$250.00**	**$250.00**	**$250.00**	**$250.00**
Language Group B-C Transcription	**Discount Per Minute 1 week**	**Standard Per Minute 3-5 Days**	**Rush Per Minute 2-3 Days**	**Overnight Per Minute 1 Day**
1-2 Speakers	$12.50	$12.75	$13.25	$13.75
3-4 Speakers	$13.00	$13.25	$13.75	$14.25
5 or More Speakers	$13.50	$13.75	$14.25	$14.75
Minimum Fee Per Project	**$350.00**	**$350.00**	**$350.00**	**$350.00**
Other Additional Charges				
Moderate accents	$0.50/min			
Heavy accents	$0.75/min			
Technical, Medical, or Scientific Terminology	$0.50/min			
Medium Background Noise	$0.50/min			
Heavy Background Noise	$0.75/min			
Time Stamps – 1 to 10 minutes	$0.50/min			
Editing Options				
Clean Verbatim (Standard) Included	Files are edited to capture what each speaker is saying, taking out repeated or stuttered words, 'ums' and 'ahs' and other filler words are removed, and slight grammar edits are made to make transcript clear and readable.			
Strict Verbatim $0.50/min	Verbatim transcripts include ever word said by each speaker, including filler words, stutters, and every word exactly as spoken.			
Full Edit $0.50/min	Completely edited transcripts will ensure your transcripts are edited to be completed grammatically correct and edited for readability and style. This typically is used for transcripts turned into publications, articles, books, etc.			

ALTERNATIVE FORMATS						
Format	**Simple****	**Moderate****	**Complex 1****	**Complex 2****	**Reprint - set-up fee*****	**Output / per side Audio CD or Flash Drive**
Braille	$10.00-$15.00 /pg	$15.00-$18.00 /pg	$18.00-$33.00 /pg	$33.00-$150.00 /pg	$50.00	$0.50
Large Print	$8.50-$13.00 /pg	$13.00-$18.00 /pg	$18.00-$33.00 /pg	$33.00-$150.00 /pg	$50.00	$0.15
Audio / Data CD	$10.00-$15.00 /pg	$15.00-$18.00 /pg	$18.00-$33.00 /pg	$33.00-$150.00 /pg	$50.00	$3.50 per CD / $7.50 Flash
Text-to-Speech	Quoted on a per project basis.					
Voice-to-Text	Quoted on a per project basis.					
Voice Recording	Quoted on a per project basis.					
Voice Over	Quoted on a per project basis.					
Braille, Large Print, Audio Complexity Descriptions						
Simple	Single column text on the page, Simple text reformatting, Simple tables with less than 3 columns, up to 3 unique tables, up to 10 variable fields					
Moderate	Simple tables with up to 9 columns, up to 6 different tables, Single column on the page, more than 10 variable fields					
Complex 1	Complex or nested tables, more than 6 different tables, Multiple columns on the page, Multiple variable fields					
Complex 2	Forms pages, OCR required - additional QC Required					
Pricing Descriptions						
* For Ad hoc documents; $150 minimum transcription for hard copy formats (Braille, Large Print, Audio). Ad hoc - per finished copy minimum - $10.00 for Braille and Large Print ** Pages containing multiple levels of complexity may exceed these individual page rates. *** Setup of file on embosser/printer. Charged one-time per order regardless of quantity ordered.						

LANGUAGE GROUPS
Language Group A
Spanish
Language Group B
Core Languages (Arabic, Armenian, Cantonese, Farsi (Persian), Hindi, Hmong, Khmer (Cambodian), Korean, Mandarin, Punjabi, Russian, Tagalog, Thai, Ukrainian, Vietnamese)
Language Group C
All Other Spoken Languages
Language Group D
American Sign Language
Language Group E
Communication Access Real-Time Translation (CART)

SAMPLE LANGUAGE LIST				
Afrikaans	Farsi (Persian)	Kanjobal (Q'anjob'al)	Moldavan	Slovak
Akan	Fijian	Karen	Mongolian	Slovenian
Albanian	Hindi	Kashmiri	Montenegrin	Somali
American Sign Lang.	Finnish	Kazakh	Moroccan Arabic	Soninke
Amharic	Flemish	Khmer - Cambodian	Navajo	Sorani
Arabic	French Can.	Kinyarwanda	Neapolitan	Spanish
Armenian	Fukienese	Kirghiz	Nepali	Sudanese- Arabic
Ashante	Fula	Kirundi	Nigerian Pidgin	Sundanese- Susu
Assyrian	Fulani	Korean	English	Swahili
Azerbaijani	Fuzhou	Kosovan	Norwegian	Swedish
Azeri	Ga	Krio	Nuer	Sylhetti
Bajuni	Gaddang	Kurdish	Oromo	Tagalog
Bambara	Gaelic	Kurmanji	Pahari	Taiwanese
Basque	Garre	Laotian	Pampangan	Tajik
Behdini	Georgian	Latvian	Pangasinan	Tamil
Belorussian	German	Lingala	Pashto	Telugu
Bengali	Greek	Lithuanian	Patois	Thai
Bosnian	Gujarati	Luganda	Pidgin English	Tibetan
Bulgarian	Haitian Creole	Luo	Polish	Tigre
Burmese	Hakka	Luxembourgeoi	Portuguese Creole	Tigrinya
Cantonese	Hakka – China	Maay	Pothwari	Toishanese
Catalan	Hassaniyya	Macedonian	Pulaar	Tongan
Chaldean	Hebrew	Malagasy	Punjabi	Tshiluba
Chaochow	Hindi	Malay	Putian	Turkish
Chavacano	Hmong	Malayalam	Quichua	Twi
Cherokee	Hokkien	Maltese	Romani	Ukrainian
Chinese	Hunanese	Mam	Romanian	Urdu
Chuuk	Hungarian	Mandarin	Russian	Uyghur
Cree	Ibanag	Mandingo	Samoan	Uzbek
Croatian	Ibo	Mandinka	Sango	Vietnamese
Czech	Icelandic	Maninka	Serbian	Visayan
Danish	Igbo	Marathi	Shanghainese	Vlach
Dari	Ilocano	Marshallese	Sichuan	Wenzhou
Dinka	Indonesian	Mexican Sign Lang.	Sicilian	Wolof
Diula	Inuktitut	Mien	Sinhalese	Yiddish
Dutch	Italian	Mina	Sindhi	Yoruba
Estonian	Jakartanese	Mirpuri		Yupik
Ewe	Japanese	Mixteco		Zapotec
	Javanese			

Language Services Glossary

Account Setup & Maintenance

- One-time setup fee for account creation and team onboarding.
- Training provided for all platforms.
- Ongoing monthly maintenance to keep profiles updated and compliant.

Translation Services

- **Standard Document Translation (TR)**: Professional translation of written content between languages, charged per word with a minimum project fee to ensure quality.
- **Human Translation**: Expert linguists translate written content to preserve meaning and cultural nuances.
- **Human Translation with Proofreading**: A human translation followed by a second linguist reviewing for accuracy, fluency, and consistency.
- **Proofreading**: Reviewing and correcting a translated document for grammar, spelling, punctuation, and clarity.
- **Machine Translation (MT)**: AI-driven automated translation without human involvement.
- **Machine Translation Post-Editing (MTPE)**: AI-powered translation refined by human editors to enhance accuracy and readability.
- **Translation Memory (TM) Discount**: Cost savings applied for repeated or previously translated text using a Translation Memory database.

Document Formatting & Accessibility

- **Desktop Publishing (DTP)**: Formatting and designing translated documents to match the original layout while ensuring readability and cultural appropriateness. Supports PDF, Word, PowerPoint, InDesign (INDD), and Photoshop (PSD) files.
- **ADA/508 Remediation**: Ensuring documents comply with Section 508 of the Americans with Disabilities Act (ADA) and WCAG guidelines by making them accessible to screen readers and other assistive technologies.
- **Braille Conversion**: Transforming written content into tactile braille for visually impaired individuals.
- **Large Print Formatting**: Adjusting documents to a larger font size for readers with visual impairments.

Multimedia & Audio Services

- **Transcription**: Converting spoken content from audio or video recordings into written text.
- **Closed Captioning**: Embedding time-synchronized text into videos, including dialogue and important sound descriptions.
- **Subtitling**: Translating and displaying spoken content as timed text in a different language.
- **Text-to-Speech**: AI-powered conversion of written text into natural-sounding speech.
- **Voice-to-Text**: Speech recognition technology or human transcription to convert spoken words into written format.
- **Voice Recording**: Professional audio recording for narration, instructional content, or accessibility needs.
- **Voice-Over**: Recording human narration over a video, typically in another language, to replace or supplement the original audio.
- **Audio CD Creation**: Producing recorded spoken content on CDs for accessibility or informational purposes.

Interpretation Services

- **On-Demand Over-the-Phone Interpretation (OPI)**: Instant access to interpreters via phone for unscheduled language assistance.
- **On-Demand Video Remote Interpretation (VRI)**: Immediate video-based interpretation accessible on smartphones, computers, or tablets.
- **Pre-Scheduled Consecutive Interpretation (Qualified)**: Interpretation where the speaker pauses after a few sentences, allowing the interpreter to convey the message. Ideal for small meetings and one-on-one interactions.
- **Pre-Scheduled Consecutive Interpretation (Medically Certified)**: Consecutive interpretation by medically trained and certified interpreters for healthcare settings, ensuring compliance with medical standards.
- **Pre-Scheduled Simultaneous Interpretation & CART**: Real-time interpretation where the interpreter translates speech as the speaker talks. CART (Communication Access Real-Time Translation) provides live text captions, ideal for conferences and public events.
- **Conference Interpretation Equipment Rental**: High-quality audio equipment for seamless interpretation at conferences and events.

Specialized Translation & Interpretation

- **Grievance & Appeals (G&A) Denial Letter Translation**: Specialized translation for healthcare and insurance-related grievance and appeal letters.
    - *Grievances*: Address service quality or accessibility issues.
    - *Appeals*: Dispute initial decisions, such as service denials or payment rejections.

TERMS AND CONDITIONS
Document Translations, Transcription/Closed Captioning, & Alternative Formats
Cancellation Policy: Client may not cancel a document translation request once a quote has been approved by the client representative.
On-Demand Interpretation (OPI & VRI)
Cancellation Policy: Client may cancel a telephone interpretation without penalty any time prior to being connected to the interpreter.
Billing Increments: Additional time after the minimum shall be billed in one (1) minute increments.
Pre-Scheduled Consecutive Interpretation (In-Person, OPI, VRI)
Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than twenty-four (24) hours prior to the assignment date and time to avoid being charged the entire estimated duration of the assignment. Cancelling services must be done through the company, not the individual interpreter. A Consumer or Third Party no-show that results in a cancelled assignment shall be classified as a late cancellation and billed for the entire estimated assignment duration.
Billing Increments: Additional time after the minimum shall be billed in fifteen (15) minute increments. Requests estimated to exceed the minimum hours shall be billed for the estimated duration.
Consumer Privacy and Exclusivity: Unless negotiated prior to the appointment or in an addendum to this master contract, all appointments are exclusive to a single consumer to comply with various state and federal privacy and compliance regulations including HIPAA, COPPA, CCPA, etc.
Pre-Scheduled Simultaneous Interpretation (In-Person, OPI, VRI, CART)
Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than forty-eight (48) hours prior to the assignment date and time to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter).. A Consumer or Third Party no-show that results in a cancelled assignment shall be classified as a late cancellation and billed for the entire estimated assignment duration.
Billing Increments: For Half-Day requests, if the visit/encounter exceeds the three (3) hour minimum, the request shall convert into a Full Day request and a minimum of six (6) hours shall be billed. For Full-Day requests, additional time after the six (6) hour minimum shall be billed in fifteen (15) minute increments of the hourly rate. Pre-event rehearsals shall be billed at a one (1) hour minimum. Interpreter availability for such rehearsals cannot be guaranteed.
Conference Interpretation Equipment:
Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than five (5) business days prior to the assignment date and time to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter).

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for interpretation and translation services shall not exceed **$300,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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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: June 11, 2026

RE: Approval to Renew Contracts with Non-Public Agencies for Special Education Transportation Services for the 2026–2027 school year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District (SSFUSD) contracts with transportation agencies to ensure that students with Individualized Education Programs (IEPs) receive transportation as a related service necessary to access a Free Appropriate Public Education (FAPE). These services are legally required and documented in students' IEPs.

For the 2025–26 school year, 233 students were projected to be eligible for transportation services, while 140 participated. The remaining either participated in transportation reimbursement by the parent, declined transportation or participated in transportation provide by their non-public school. Based on this year's participation, approximately 60% participated, however the year before we tracked at 80% participation rate. Contracted transportation services also support the Extended School Year (ESY) and early start for Part C to B transitions occurring after July 1, 2025.

To avoid disruption in services and ensure full implementation of student IEPs starting in mid-summer and August, the District seeks Board approval for transportation contracts totaling up to $2,427,000.

HISTORICAL PARTICIPATION AND COST DATA		
School Year	**Total Students Transported/ Participated**	**Total Cost**
2022–23	145 participated	$2,097,468.59
2023–24	143 participated	$2,917,848.98
2024–25	190 participated, which was 80% of eligible students	$2,219,640 • **$**2,049,139.49 billed for 24-25 school year and does not include cost for the Extended School Year session up through June 30, 2025 when contracts end. This amounts to 62% of the entire ESY summer session. • Board memo approved in June 2024 was for up to $2,321,000. We expect to spend $275,000 for all of the extended school year summer session which at 62% amounts to $170,500, totaling $2,219,639.49 from July 1, 2024 through June 30, 2025.
2025-26	233 eligible; 141 participated or 60% of students	$2,400,000 • Adroit = 20 Students • EverDriven = 62 Students • First Alt = 56 Students • Greencab = 3 Students
2026-27	240 eligible 60% = 144 students	See Projected Distribution Below

PROJECTED VENDOR DISTRIBUTION – 2026–2027

Agency	Expected # of students transported *based on 88% rate of those who participate or 205 of 233 eligible students*	Expected Cost
EverDriven	~62 Students	$1,066,000
Adroit	~20 Students	$370,000
First Student	~56 Students	$795,000
Green Cab	~3 Students	$196,000
	Total	**$2,427,000**

FISCAL IMPLICATIONS:

- Transportation services for students with IEPs are projected to cost $2,427,000.
- Funding will be drawn from the Special Education Fund (MGMT: 245).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve continuing to work with these transportation agencies in order to fulfill Individualized Education Plan (IEP) service agreements by allowing the Assistant Superintendent of Business Services to sign all Program Service Agreements (PSA) in the amount of $2,427,000.

Agreement No. _Special Education 26-27 - Transportation Adroit_

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Adroit Advanced Technologies
Name of Primary Contact Person: Shirley Kaeratana
Address: 10235 W Little York Rd. Suite 200 Houston TX 77040
Telephone Number: 650-466-6615
Email address: shirley@goadroit.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [7/1/2026], to [6/30/2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

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provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

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8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the SSFUSD's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with SSFUSD's students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the SSFUSD to prepare and submit that individual's fingerprints to the Department of Justice.

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

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

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

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

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

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

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inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Adroit Advanced Technologies]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

- ☐ Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
  - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
  - Current and valid **California licensure or credential** appropriate to the discipline
  - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

- ☐ Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**
- ☐ Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

- ☐ **Evidence of completion for each staff** will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_**Transport students daily to and from school**
  - at rate of: **cost sheet below**_

Service Types, Rates and Charges

ADROIT's total compensation is calculated on a per-Trip basis. To clarify, a morning ride involving multiple Riders constitutes a single Trip. However, if a Driver operates the same route in both the morning and afternoon, the Driver performed two Trips because each leg constitutes a distinct Trip. The total cost of a single Trip is determined using the following formula:

Base Fee + Variable Fee (if applicable) **+ Optional Services Fee** (if applicable) **+ Additional Charges** (if applicable)

Service Types	Description	Fee
Base Fee		
Standard Vehicle	Vehicles with a capacity of up to five (5) passengers. Up to three (3) Riders may be transported per Vehicle.	$68 / Trip
Large Vehicle	Vehicles with a capacity of more than five (5) passengers. Up to five (5) Riders may be transported per Vehicle.	$94 / Trip
Accessible Vehicle	Transportation requiring a wheelchair accessible vehicle.	$140.60 / Trip
Variable Fee (if applicable)		
Extended Mileage	Applies to each Trip mile after the first ten (10) miles, rounded up to the next full mile.	$2.71 / mile
Fuel Surcharge	Applies when the average fuel price as set forth in the U.S. EIA fuel price index at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm exceeds $5 per gallon. The fee is based on the difference between the average fuel price in Client's jurisdiction and $5 ("**Surcharge**"). The Surcharge applies to all Trip miles.	30% Surcharge / mile
Additional Solutions (if applicable)		
Safety Equipment	Provider-furnished Safety Equipment (e.g., Buckle Guards, Safety Vests, Car Seats, Booster Seats, and more).	$3 / unit
Provided Attendant	A 2-hour minimum charge applies to a Provided Attendant. Except as otherwise stated in this Agreement, no fee applies to a Client Attendant.	$25.75 / hour
Cameras	Transportation in Vehicles with forward and rear-facing dashcams. As set forth in the terms of the Agreement, by electing this service, Client certifies it has obtained all necessary consents related to the use of dashcams in Vehicles.	No Charge
Additional Charges (if applicable)		
Wait Time	When requested by Client, a Driver may wait at the pick-up location for longer than five (5) minutes. In such cases, a Wait Time Fee will apply. Wait Time Fees are charged in fifteen (15) minute increments ("**Block**"), rounded up to the next full Block.	$15 / Block
Tolls & Other Fees	Any unavoidable tolls or other fees, e.g., parking, incurred during Trip.	Full Reimbursement
Hard to Serve Fee	Only applicable to the extent the Parties agree to a special rate for a particular Rider in accordance with the Agreement.	TBD

Exhibit A to Specialized Transportation Service Agreement

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for interpretation and translation services shall not exceed **$370,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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Agreement No. _Special Education 26-27 - Transportation EverDriven_

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Everdriven
Name of Primary Contact Person: Alex Wheatley
Address: 5680 Greenwood Plaza Blvd. Ste 550S
Greenwood Village, CO 80111
Telephone Number: 877-225-7750
Email address: awheatley@everdriven.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [7/1/2026], to [6/30/2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

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vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a

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

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

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

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

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

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

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

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15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [EverDriven]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

- ☐ Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
  - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
  - Current and valid **California licensure or credential** appropriate to the discipline
  - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

- ☐ Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**
- ☐ Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

- ☐ **Evidence of completion for each staff** will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_**Transport students daily to and from school**
  - at rate of: **cost sheet below**_

Attachment 1
Fees for Service

Trip Items	Fees
Trip Fee (10 miles included)	$60.00
Per Mile Fee	$2.50
Additional Fees (as needed/requested):	
Camera Fee (per trip)	$2.00
Wheelchair Fee (per student)	$31.50
Car Seat/Safety Vest Fee (per student)	$4.00
Wait Time Fee (billed in 15-minute increments, minimum 60 minutes billed)	$15.00
Monitor Fee (per hour, 2-hour minimum)	$25.00
No Show or Late Cancel	Full Price of Trip

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for transportation services shall not exceed **$1,066,000.**

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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Agreement No. Special Education 26-27 - Transportation First Student

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: First Student, Inc.
Name of Primary Contact Person: Gregg Prettyman
Address: 2103 S. El Camino Real Ste. 104B Oceanside Ca 92054
Telephone Number:
Email address: Gregg.Prettyman@firststudentinc.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [7/1/2026], to [6/30/2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

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vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a

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

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

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

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

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

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

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

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15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [First Student]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

- ☐ Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
  - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
  - Current and valid **California licensure or credential** appropriate to the discipline
  - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

- ☐ Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**
- ☐ Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

- ☐ **Evidence of completion for each staff** will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_**Transport students daily to and from school**
  - at rate of: **cost sheet below**

Exhibit A. Pricing Overview

The pricing matrix includes the associated fees for the following vehicle types:



PROPOSED PRICING	
BASE RATE ELEMENTS	**CHARGE**
Base Rate	$60.00
Mileage Included in Base Rate	10 miles
Cost Per Mile > Miles Included	$2.50
ADDITIONAL TRIP ELEMENTS – AS NEEDED	**CHARGE**
Equipment Service Fee (Car Seat, Booster, Safety Vest, Buckle Guard, Etc.)	$5.00
Wheelchair Vehicle Service Fee	$45.00
Monitor Fee (Per hour, 2-hour minimum)	$25.00
District Approved Wait Time (Per hour, billed in 15-minute increments)	$60.00
Camera Fee (Billed per trip when a vehicle camera is required)	$2.50
High-Capacity Vehicle Fee (Billed per trip when a high-capacity vehicle is required)	$20.00
Late Cancel (Less than two hours prior to scheduled pick-up time)	Full Price of Trip
No-Show (100% of the students on a trip are not present)	Full Price of Trip

TRIP ELEMENTS AND PRICING DEFINITIONS

All pricing is applied per one-way trip and not per student. The Base Rate also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

Trip Charges

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include - a Base Rate fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

Base Rate

The minimum charge for any trip regardless of miles, equipment, etc.

Mileage Charges

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

Miles Included

The number of miles included in the Base Rate. If additional students are added to a trip and the miles remain under the "miles included" number, no additional charge will be incurred.

Wheelchair Vehicle

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

Student Equipment

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, etc.

Monitor

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by FirstAlt, in addition to any added mileage to the trip.

ADDING AND REMOVING STUDENTS

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, FirstAlt will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. FirstAlt will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take up to two (2) business days, and at times may take up to three (3) business days to implement. If FirstAlt staff believes the requested addition or change could take more than three (3) business days, we will communicate with the school district to determine a reasonable amount of time.

STUDENT CANCELLATIONS

There are two types of student cancellations, temporary and permanent.

Temporary Student Cancellation

If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to FirstAlt directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

Permanent Student Cancellation

The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, FirstAlt will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

HARD TO SERVICE TRIPS

If a particular trip is determined to be "hard to service," FirstAlt will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples might include students that urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this additional pricing is to provide FirstAlt and the district with a method and approach to service trips that include exceedingly challenging circumstances.

AMENDMENT OF RATES

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year.

- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs
        - For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
        - If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.
- Total compensation for interpretation and translation services shall not exceed **$795,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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Agreement No. Special Education 26-27 - Transportation Green Cab

South San Francisco Unified School District
Professional Services Agreement

Contractor Name and Contact Information ("Contractor"):

Name of Company: Green Cab
Name of Primary Contact Person: Attia Matat
Address: 851 Burlway Rd. Suite 706
Burlingame, CA 94010
Telephone Number: 650-315-8112
Email address: greencabpeninsula@gmail.com

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

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

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

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

2. **Contract Term.** The term of this Agreement shall be from [7/1/2026], to [6/30/2027], unless terminated earlier pursuant to Section 10.

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

4. **Relationship of the Parties.** Contractor agrees and understands that the professional services performed under this Agreement are performed as an Independent Contractor and not as an employee of the SSFUSD and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of SSFUSD employees. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

A. **Minimum Scope and Limit of Insurance**. Coverage shall be at least as broad as:

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **$1,000,000** per accident for bodily injury and property damage.

iii. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with a limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

i. **Errors & Omissions (E&O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy with the following limits:

1. $2,000,000 per occurrence
2. $2,000,000 general aggregate

B. **Other Insurance Provisions**

i. **Additional Insured Status** - SSFUSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SSFUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SSFUSD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the SSFUSD.

iv. **Waiver of Subrogation** - Contractor hereby grants to SSFUSD a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SSFUSD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SSFUSD has received a waiver of subrogation endorsement from the insurer.

v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the SSFUSD. The SSFUSD may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SSFUSD.

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vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SSFUSD.

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

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

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

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

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

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

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

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

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

8. **Live Screen Criminal Background Check Requirements:** Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or SSFUSD policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a

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

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

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

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

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

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

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

15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____ _____

[INSERT NAME AND TITLE] Date

For the SSFUSD:

_____ _____

Ted O, Assistant Superintendent of Business Services Date

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Exhibit A

Agreement between the South San Francisco Unified School District and [Green Cab]

Please submit all Exhibit Components through this form:
https://forms.gle/WncLaoBNjhn95LD48

1. Staff Clearance, Credentialing and Compliance Requirements (required before start date)

For All On-Campus or Student-Facing Personnel, Including Interpreters, Educators, and Related Service Providers

As a condition of this contract, the Contractor agrees to ensure that all personnel assigned to work with South San Francisco Unified School District ("District") meet the following compliance requirements **prior to beginning services**, and that documentation is submitted according to the instructions below.

1. Mandated HR Training Requirements

All assigned staff must complete the following trainings, either through the Contractor or directly with the District:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention

2. Tuberculosis (TB) Clearance

In accordance with **California Education Code § 49406**, all staff who may come into proximity with students on a school campus must have current TB clearance.

- TB screening must be dated within the past 4 years.

3. DOJ Fingerprint Clearance

Pursuant to **California Education Code § 45125.1**, all non-district personnel who may have contact with students are required to undergo fingerprint background clearance through the Department of Justice (DOJ), unless they are under direct, continuous supervision by a District employee.

- As the District does not provide immediate supervision during interpreted events or contracted services, **DOJ fingerprint clearance is required** for all in-person personnel.

Note: Virtual Interpretation Services (Interpreters Only)

This exception applies **only to interpreters** providing virtual services during meetings (e.g., IEPs) **in the presence of a District employee** (e.g., case manager, administrator). In such cases:

- **DOJ fingerprint clearance is still required**
- **TB clearance is not required**
- This option is **only encouraged for interpreter services** and is **not permitted** for any other roles, including tutors, therapists, or instructional staff
- This applies solely to interpretation provided **virtually** via video or teleconference, where the interpreter is **never alone with students**

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***Important:** Any services—whether in-person or virtual—that involve **direct or unsupervised interaction with students** (e.g., instruction, therapy, tutoring) **require full DOJ fingerprint clearance** in accordance with California Education Code § 45125.1.*

Documentation Requirements for Items 1–3 – Please select one:

- ☐ Staff will submit proof of HR training, TB, and DOJ clearance directly to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted to this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not have contact with students or provides services on campus

The District reserves the right to request verification of individual records at any time.

4. Technology Use Compliance

All contracted staff accessing District technology or web-based resources must sign and submit the **Staff Internet Safety Policy and Acceptable Use Agreement** *(see Exhibit B)* prior to their start date. This is required for the creation of email accounts and access to District systems.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All educational staff and related service providers must hold valid, California-recognized credentials, permits, or licenses appropriate for their assigned roles. Documentation must be submitted to verify the following:

- Valid California **teaching credential, service credential, license, or permit** aligned with the staff member's assignment
- **English Learner (EL/CLAD) Authorization** for all instructional personnel
- For special education teachers:
  - Mild/Moderate credential holders must have **Autism Authorization**
- For related service providers (e.g., speech-language pathologists, occupational therapists, physical therapists, counselors, psychologists):
  - Current and valid **California licensure or credential** appropriate to the discipline
  - Required authorizations or national certifications, as applicable to the position
- Any applicable **supplementary authorizations**, added authorizations, or permits required by the role or service area

Documentation Requirements for Items 5 and 6 – Please select one:

- ☐ Required documentation (Acceptable Use Agreement and credentialing/licensure records) is **attached to this contract** or submitted with it via this link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Required documentation **will be submitted prior to the first day of service through this link: https://forms.gle/jMcrZJKH7wzx9GcD6**
- ☐ Not applicable - Employee does not have contact with students, does not require access to district technology nor provides services on campus

The District reserves the right to request verification of individual records at any time.

6. Transportation Driver Requirements

The Contractor affirms that all drivers providing transportation for students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old

- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any indicated testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Legal & Compliance Check – SB 88 Implementation

- SB 88 (2023) mandates these requirements for pupil transportation by non-school-bus carriers ocde.us+7codes.findlaw.com+7go.boarddocs.com+7codes.findlaw.com+2scusd.edu+2go.boarddocs.com+2trackbill.comcde.ca.gov
- TB risk assessments and DOJ checks are mandated for any contracted transportation personnel, not just on-campus staff sandiegocounty.gov+4codes.findlaw.com+4ctca.org+4
- Vehicle safety and driver continuing education ensure student safety and legal compliance

Documentation Requirements for Item 7 – Please select one:

- ☐ **Evidence of completion for each staff** will be submitted directly to the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Staff have completed these requirements through the Contractor, and a signed affidavit attesting to compliance will be submitted via the following link: https://forms.gle/jMcrZJKH7wzx9GcD6
- ☐ Not applicable - Employee does not provide transportation services

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Contractor Acknowledgment

By signing this agreement, the Contractor acknowledges and accepts responsibility for full compliance with the requirements listed above. Failure to meet any requirement may result in suspension of services, withholding of payment, or termination of contract at the discretion of the District.

2. Working Hours & Compensation Guidelines

Standard Work Hours and Calendars

- All teaching staff (including general education teachers, education specialists, speech-language pathologists, and other certificated instructional providers) are scheduled to work 7 hours per day, including an unpaid 30-minute lunch, for a total of 186 days per year. They follow the teacher work calendar, which includes mandatory District-designated professional development days.
- School psychologists, occupational therapists (OTs), physical therapists (PTs), and Board Certified Behavior Analysts (BCBAs) are scheduled to work 8 hours per day, including an unpaid 30-minute lunch, for a total of 195 days per year. These roles follow a specialist calendar that includes additional contract days for service delivery and compliance responsibilities.
- Paraeducators, Licensed Vocational Nurses (LVNs) & American Sign Language (ASL) Student Interpreters are scheduled to work 6 hours per day, including an unpaid 30-minute lunch, and follow the student instructional calendar.
    - LVNs may follow an alternative schedule if approved in writing by the District.

**Official work calendars for all positions can be found on the District website: www.ssfusd.org/apps/pages/hrcalendars*

- Transportation providers agree to transport students in a manner that ensures timely arrival before the start of the instructional day and timely departure at the end of the instructional day. Providers shall notify the school site and parent/guardian of any delays, schedule changes, or substitute drivers.

Additional Work Hours and Compensation

- Any time worked beyond the regular daily assignment (6, 7, or 8 hours depending on role) for events such as IEP meetings, staff meetings, or required trainings must be pre-approved and will be compensated at the employee's hourly rate.
- All additional hours must be documented on their timecard, with the purpose of the time noted, and must be approved and signed by the site principal or District administrator.

3. Description of Professional Services to be Performed by Contractor

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

- Describe Service:_T**ransport students daily to and from school**
    - Daily round trip rate will be $300.00/day
- For all services provided, service logs must be submitted as an attachment with invoices.
    - Service logs must include students whose services were provided as well as the following information:
        - Date, Time, Duration
        - Whether it was group or individual, as well as location of services
        - If student was absent or did not attend, documentation should be included
    - For any transportation services provided to students with IEPs, Contractor agrees to provide the following with each monthly invoice, trip-level documentation sufficient for District-required reporting of service logs:
        - Student initials or unique ID
        - Driver name or ID
        - Date of service, including
            - Pickup and drop-off times
            - Type of vehicle used
            - Mileage incurred per trip
            - Whether the trip was one-way or round trip
        - *Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).*

This documentation must be submitted in a format agreed upon by the District and may be used to support internal reporting and program accountability.

4. Amount & Method of Payment

In consideration of the services provided by the Contractor pursuant to Section 1 (Description of Professional Services to be Performed by Contractor), and subject to the terms of this Agreement, South San Francisco Unified School District (SSFUSD) shall compensate the Contractor according to the following schedule and terms:

- The Contractor shall submit a monthly invoice that itemizes the services rendered by each assigned provider.
    - Invoices must include assignment details and a signed timecard for each individual providing services.
    - For all other service types, such as paraeducators, licensed vocational nurses (LVNs), and interpretation/translation services, an itemized breakdown by service type is sufficient.
    - For interpretation and translation services, each invoice must clearly indicate:
        - For translated documents: The content that was translated, including the number of pages and any associated additional costs

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- For interpretation services: The specific IEP meeting(s) attended and the duration of attendance for each
- If American Sign Language (ASL) or language modeling services: the invoice must also include assignment details and a signed timecard.

- Total compensation for interpretation and translation services shall not exceed **$196,000.** Broken down as such:

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Exhibit B

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

1. The South San Francisco Unified School District (SSFUSD or The District) strongly believes in the value of technology and recognizes its potential to support and enhance its educational and business uses. The purpose of the SSFUSD's technology is to promote effective and efficient use of time and resources to carry out the District's business and educational mission. By using SSFUSD technology, each employee/volunteer agrees to abide by the Employee/Volunteer Internet Safety Policy & Acceptable Use Agreement for Technology. If an employee does not agree to abide by these policies, he or she will not be permitted to use district technology.
2. Access is a privilege - not a right. Employees/volunteers are individually responsible for their use of the District's technology resources, and general District rules and policies for appropriate workplace behavior apply. Employees/volunteers may not engage in inappropriate behavior when using the District's tech resources. Examples of inappropriate behavior are:
    a. Using tech resources without appropriate permission or access
    b. Intentionally damaging, degrading or wasting any tech resource
    c. Using tech resources to harass, insult or attack others
    d. Altering or using another user's account, password, folders, files, etc., without the other user's express permission
    e. Copying material from the Internet or SSFUSD's computer system and knowingly misrepresenting it as your or another's own work or violating copyright laws
    f. Using tech resources to create, find, share or download offensive, obscene language and/or images, child pornography or any other visual depictions that are harmful to minors
    g. Disclosing someone else's home address, phone number or other personal information without his or her consent
    h. Knowingly participating in any way in the transmission of computer viruses or the spread of other harmful computer programs
    i. Modifying or altering SSFUSD's computer systems without appropriate permission or access (e.g., downloading or installing software on the computer system or attaching peripheral hardware such as disk drives, printers, etc.)
    j. Hacking, e.g., gaining or attempting to gain unauthorized access to computer systems, unauthorized viewing, copying, downloading, locking or otherwise altering SSFUSD's computer systems or information
    k. Using SSFUSD computer systems for personal financial gain, *political purposes or in a manner otherwise inconsistent with the District's pedagogy, mission and goals* Commercial use (or personal financial gain) is only permissible if sanctioned by the Superintendent and School Board
    l. Using SSFUSD's tech resources for any illegal purpose
    m. Accessing student information when you do not have a legitimate educational interest in the information, as determined by the District; Sharing student information with

school officials who do not have a legitimate educational interest in the information, as determined by the District or sharing student information with non school officials; or otherwise Using or Altering student information without going through the proper processes provided for by law

n. Spamming, e.g., sending unsolicited email to large groups of District employees/volunteers that does not serve District business
o. Allowing students to access inappropriate materials or failing to take action when students are not using tech resources in accordance with the District's Internet Safety Policies & Acceptable Use Agreements for Technology
p. Not reporting any misuse of SSFUSD's tech resources to the District's administration and/or the Technology Department

3. The District reserves the right to access employee/volunteer work, files, folders, accounts, passwords, etc., and other information kept or transmitted on SSFUSD's computer and network systems; and to modify and/or delete those items in the interests of security, maintenance or other legitimate District purposes. The District reserves the right to monitor its technology resources in order to maintain system integrity and prevent abuses. Employees/volunteers have no right or expectation of privacy in any information transmitted through the District's tech resources.
4. The District makes no warranties of any kind, whether expressed or implied, for the electronic resources it is providing or about the information transmitted. SSFUSD will not be responsible for any loss of information while using its technology resources or for any damage to items transmitted through the tech resources that violate these rules.
   Other than those expressly provided for by the District, employees/volunteers may not use any passwords or security devices without the consent of the Technology Department, site administrator and/or school tech personnel. Employees/volunteers must inform the Technology Department, site administrator and/or school tech personnel in writing of any passwords or security devices they wish to use and, if approved, provide the Technology Department with all information necessary to gain access to the tech resources and the secured/protected information. The District reserves the right to remove any such password or security device at its sole discretion.
   SSFUSD assumes no liability for any claims, damages, demands, causes of action, costs, expenses or obligations of any kind, known or unknown, arising out of or in any way relating to an employee's/volunteer's use of the Internet or the information transmitted through the District's tech resources.
5. Pursuant to the Children's Internet Protection Act (CIPA) and the Neighborhood Internet Protection Act (NCIPA) and other laws, SSFUSD uses a software program and hardware appliance to filter inappropriate material found on the Internet. It is not foolproof, and when working with students, all employees/volunteers are responsible for guiding them toward appropriate resources.

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

6. Violation of these rules is unacceptable and may result in a loss of access and privileges to technology resources, as well as disciplinary action, such as suspension or dismissal, and/or legal action.

I have read and understand SSFUSD's Staff Internet Safety Policy & Acceptable Use Agreement for Technology. By signing this document, I acknowledge and agree to follow the policy and District rules when using technology resources and helping students use technology resources. I understand that I may be liable for any violations of these rules and be subject to potential disciplinary or legal action for violating the above terms and conditions as well as loss of access and user privileges. I understand that I have no expectation of privacy in information transmitted through the District's technology resources.

_____ **Print Name**

_____ **Job Title**

_____ **Location**

_____ **Email Address**

Gender for Infinite Campus account (only options available)		
☐ **Female**	☐ **Male**	☐ **Non-binary**

_____ **Signature**

_____ **Date**

EID#:

To be completed by Human Resources

Status: ☐ New ☐ Volunteer ☐ Contractor ☐ Student Teacher

*Contractors/Volunteers must have department/site administrator signature to authorize account setup. The department/site is responsible for storing the ORIGINAL COPY of the AUP on file for this person.

Sign Print

Department / Site Administrator Signature

All users who have a signed AUP on file will receive a username & password for their location(s) to access SSFUSD computers. Please check if this person also needs:

☐ Email ☐ Google Apps ☐ Zoom ☐ SIS access

Exhibit C

AFFIDAVIT OF COMPLIANCE

South San Francisco Unified School District
For All Contracted Personnel Assigned to School Sites or Student-Facing Roles

Contractor Name: _____ **Date:** _____

Pursuant to the terms of our agreement with South San Francisco Unified School District ("District"), the undersigned, as an authorized representative of the Contractor named above, hereby certifies the following:

Staff Compliance Certification

The Contractor affirms that **all staff assigned to perform services** under this agreement have met the following requirements **prior to the first day of service**:

1. Mandated HR Training Requirements

All assigned staff have completed:

- Mandated Reporter Training (AB 1432)
- Sexual Harassment Prevention Training (AB 1825/SB 1343)
- Environmental Health & Safety / Injury Prevention training

2. Tuberculosis (TB) Clearance

All assigned staff who may come into proximity with students on a school campus have been screened and cleared for tuberculosis in accordance with California Education Code § 49406.

* For interpreters providing virtual services in the presence of a District employee, TB clearance is not required.

3. DOJ Fingerprint Clearance

All assigned staff who may have contact with students have received DOJ fingerprint background clearance in accordance with California Education Code § 45125.1.

* DOJ clearance is still required for interpreters providing virtual services.

4. Technology Use Compliance

All staff accessing District technology or web-based resources have signed and submitted the District's **Staff Internet Safety Policy and Acceptable Use Agreement**.

5. Credentialing and Authorization Requirements (For Educational Staff and Related Service Providers)

All instructional staff and related service providers:

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- Hold valid California credentials, permits, or licenses appropriate to their assignment
- Hold English Learner Authorization (if applicable)
- Hold Autism Authorization (if assigned under a Mild/Moderate credential)
- Hold any required supplementary authorizations, certificates, or licenses necessary for their discipline

6. Transportation Driver Requirements (If Applicable)

All drivers transporting students with IEPs under this agreement:

- Hold a valid California driver's license and are at least 18 years old
- Passed DOJ fingerprint background checks
- Completed a TB risk assessment and any required testing
- Are designated mandated reporters
- Maintain satisfactory driving records
- Are enrolled in the DMV pull-notice system
- Complete required drug/alcohol testing and medical exams
- Undergo annual training (first aid, pre-trip check, transport compliance)
- Operate vehicles that are regularly inspected and equipped with essential safety items (first aid kit, fire extinguisher)

Note: The District reserves the right to audit or request verification of transportation driver documentation at any time to ensure compliance with SB 88 (Ed. Code §§ 39875–39882).

Record Retention & Availability

The Contractor agrees to retain all supporting documentation for the duration of the contract and to provide such documentation to the District within three (3) business days upon request.

Notification of Non-Compliance

The Contractor agrees to notify the District **immediately** if any assigned staff member becomes non-compliant or is removed from assignment due to clearance, training, or credentialing issues.

Executed under penalty of perjury under the laws of the State of California.

Signed on this day: _____, *20*___ **City/County: _____**

Authorized Signature: _____

Printed Name: _____Title: _____

Company Name: _____Phone/Email:_____

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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: June 11, 2026

RE: Renewal Contract with Air Tutors for the 2026-27 School Year

---

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Since June 5, 2023, South San Francisco Unified School District has partnered with **Air Tutors** to provide high-dosage tutoring to students with Individualized Education Programs (IEPs) as part of our learning recovery efforts. This memo seeks Board approval to continue these services and expand access to additional eligible students as part of a pilot program.

Air Tutors offers a structured, relationship-based tutoring model in which each student is paired with a dedicated tutor for scheduled sessions. This consistent pairing allows for the development of trust and continuity, particularly valued by families. The platform was designed with accessibility in mind, specifically supporting students with learning disabilities and those learning English. Their approach centers on equity, consistency, and strong relationships to drive meaningful academic progress. We respectfully request approval to allocate $60,000 to continue our high-dosage tutoring services program for students eligible under IDEA for the 2026–2027 school year.

FISCAL IMPLICATIONS:

$60,000 - Special Education funds (MGMT: 350) will be utilized to cover the cost of this professional services contract.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve this contract with Air Tutors for the 2026-2027 school year so we can continue implementation of this program in the amount of $60,000.



AIR TUTORS
CONTRACT FOR SERVICES AGREEMENT

This Air Tutors Contract for Services Agreement (the "Agreement") made this May 2026 ("Effective Date"), by and between Air Tutors, LLC ("Air Tutors"), South San Francisco Unified School District (the "District"), (collectively "the Parties").

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors' services.

(b) Scope of Work.

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the "Services").

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student's native language. Air Tutors will get to know each student's unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing , English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature, SAT English, SAT Math, ACT English, ACT Math.

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors's time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the District will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the District will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = $100.00

The total budget for Services rendered pursuant to this contract is not to exceed $60,000.00.

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

The District agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(d) Interest on Late Payments

Any amount not paid within 45 days of being due will bear interest from the due date until paid at a rate equal to 1% per month (12.68% annually) or the maximum allowed by law.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30, 2027. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and District representative Sabrina Yacoub, Director of Special Education.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

District's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by District

without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AIR TUTORS, LLC

DATED_____ _____

By: Hasan Ali, CEO

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

DATED_____ _____

By: Ted O, Asst Superintendent of Business Services

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: June 11, 2026

RE: Approval to continue contracts with following Non-Public Schools (NPS) for the 2026-27 school year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The District utilizes non-public schools, county programs, and neighboring districts to meet the individualized needs of students whose IEPs require services beyond what can be provided within district-operated programs. While the District prioritizes serving students in the least restrictive environment within its own programs, more specialized placements are necessary in some cases due to the intensity or complexity of student needs.

Through a standing Memorandum of Understanding (MOU) with our SELPA, the District may access approved NPS providers across the region. For county-operated placements or providers not covered under the MOU, individual agreements are established or renewed annually. All placements are formalized through Individual Service Agreements (ISAs) in accordance with SELPA protocols.

Currently, 21 students are placed in NPS settings, and 4 students are placed in county-operated programs. An additional 4 students have been recommended for NPS placement, and up to 5 additional students are anticipated to enroll in NPS placements over the summer or at the start of the school year.

Placement numbers fluctuate throughout the year as students transition between programs, graduate, enroll from other districts with existing NPS placements, or return to district programs. As the District continues to strengthen its continuum of services, we remain committed to serving

students in-district whenever appropriate, while ensuring compliance with IDEA and honoring IEP team decisions. As reference, last year's total was 33.5. This year's proposed total requested for is 34.

Anticipated Fall 2026 placements based on current IEPs are outlined in the table below.

Non-Public School	Students Served	Cost Per Student	Estimated Total Cost
Achieve Kids	2	$120,000	$240,000
Avalon	2	$200,000	$400,000
Ester B Clark (EBC)	2	$150,000	$300,000
Fred Finch	1	$140,000	$140,000
Spectrum, Pacifica	11	$140,000	$1,540,000
Spectrum, Oakland	1	$140,000	$140,000
Wings	1	$155,000	$155,000
Weingarten	1	$150,000	$150,000
San Mateo County OE	3	$130,000	$390,000
Santa Clara County OE	1	$130,000	$130,000
Subtotals	**25**	-	**$3,585,000**
Students in Process (Location TBD)	4	$150,000	$600,000
Anticipated summer/fall enrollments from out of district	5	$150,000	$750,000
Totals	**34**	**-**	**$4,935,000**

FISCAL IMPLICATIONS:

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

RECOMMENDATION:

It is recommended that the South San Francisco Board of Trustees approve the continued partnerships with the identified non-public and county schools to fulfill service agreements outlined in students' Individualized Education Programs (IEPs), and authorize the Assistant Superintendent of Business Services to execute any required Memoranda of Understanding (MOUs), and the Director of Special Education to execute Individual Service Agreements (ISAs) necessary to finalize these placements in the amount of $4,935,000.

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: June 11, 2026

RE: Agreement renewals for curriculum and professional development trainings for the 2026-27 school year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

South San Francisco Unified School District is committed to providing evidence-based, standards-aligned curriculum and instructional supports for students with disabilities. The following proposed contracts and purchase orders ensure access to high-quality instructional materials, professional development, and coaching necessary to support implementation across special education programs.

These resources are designed to strengthen access to grade-level standards, support diverse learning needs, and build staff capacity to deliver effective, inclusive instruction aligned with state and federal expectations.

Publisher	Where Used	Description	Expected Amount
Learning Without Tears	Early Childhood Special Education programs	Provides foundational early learning curriculum aligned to California TK standards and early learning frameworks, supporting literacy, numeracy, and social-emotional development. Includes instructional materials and optional	$10,000

Publisher	Where Used	Description	Expected Amount
		professional development. **Cost Breakdown:** • Materials: $4,800 • Training: $5,200	
School Specialty (S.P.I.R.E.®)	K-Adult Special Education programs	A structured literacy program grounded in Orton-Gillingham principles, supporting students with reading difficulties through explicit, multisensory instruction in phonics, fluency, vocabulary, and comprehension. Includes materials, training, and coaching. **Cost Breakdown:** • Training and coaching: $46,700 • Student and teacher materials: $33,300	$80,000
TouchMath	K-Adult Special Education programs	A multisensory mathematics intervention supporting students with learning disabilities, including dyscalculia. Provides access to foundational math concepts and supports alignment with grade-level standards through supplemental instruction. Includes materials, training, and coaching. **Cost Breakdown:** • Training and coaching: $35,000 • Student and teacher materials: $28,800	$63,800
Attainment Company	Grades 6-Adult Extensive Service Needs programs	Standards-aligned curriculum supporting students participating in the California Alternate Assessments (CAA) and working toward AB 181 diploma pathways. Provides access to alternate achievement standards and supports graduation requirements across middle school, high school, and adult transition programs. **Cost Breakdown:** • Middle School materials: $20,000 • High School Core class materials: $8,000 • High School Elective class materials: $6,000 • Adult Transition Program: $10,000	$44,000

Publisher	Where Used	Description	Expected Amount
Health Connected	High School Healthy Kids Act curriculum	The District is proposing the purchase of Health Connected's High School Healthy Kids Act curriculum training. This training equips district nurses to deliver accessible, standards-aligned health and sexual health instruction in Extensive Service Needs (ESN) classes, supporting students in building the knowledge and skills necessary for safe, healthy, and independent lives.	$3,600
Unique Learning System	Grades K-5 Extensive Service Needs programs	A standards-based, differentiated curriculum designed for students requiring significant modifications to access grade-level content. Includes integrated assessments and instructional supports. This resource will be phased out and replaced by the Attainment curriculum beginning Fall 2027 to align with AB 181 diploma pathways. **Cost Breakdown:** • Training: $3,600 • Student and teacher materials: $24,600	$28,200
Total			**$229,600**

FISCAL IMPLICATIONS:

The total expected cost is $229,600. The cost of these curricular needs will be covered by Special Education Funds (Resource: 6500)

RECOMMENDATION:

It is recommended that the South San Francisco Board of Trustees approve these contracts/purchase order requests so that we can meet the curricular and course work needs of our students with Individual Educational Plans (IEPs) in the amount of $229,600.

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: June 11, 2026

RE: Declaration of Need for Fully Qualified Teachers for the 2026-2027 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Each year, the District is required to adopt a Declaration of Need for Fully Qualified Teachers. This declaration certifies that there is an insufficient number of fully certificated individuals available to meet the District's specific employment criteria for the upcoming academic year in certain subject areas.

The declaration allows the District to hire teachers holding emergency permits in the following areas:

- CLAD/English Learner Authorization
- Limited Assignment Permits

Additionally, it permits the District to request Limited Assignment Permits in the following subject areas:

- Multiple Subject
- Single Subject
- Special Education

It is important to note that all teachers hired under these permits do hold teaching credentials; however, their credentials may not align with all of their assigned classes. The District expects that teachers hired on an emergency or limited assignment permit

will become fully credentialed and authorized within their first two years of employment. Those who do not meet this requirement may be released from employment.

FISCAL IMPLICATIONS:

There are no fiscal implications for the district.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Declaration of Need for Fully Qualified Teachers for the 2026-2027 School Year.

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2026-2027

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: South San Francisco Unified School Distri District CDS Code: 69070

Name of County: San Mateo County CDS Code: 41

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 6/11/2026 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2027.

Submitted by (Superintendent, Board Secretary, or Designee):

J. Marwan Hannon		Asst. Superintendent of HR
Name	*Signature*	*Title*
650-583-4717	650-877-8726	
Fax Number	*Telephone Number*	*Date*

398 B St., South San Francisco, CA 94080
Mailing Address

jhannon@ssfusd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	45
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	1
Emergency Transitional Kindergarten (ETK)	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	14
Special Education	28
TOTAL	45

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art	2	Music	
Business		Physical Education	1
Dance		Science: Biological Sciences	
English	2	Science: Chemistry	
Foundational-Level Math	1	Science: Geoscience	
Foundational-Level Science	1	Science: Physics	1
Health		Social Science	1
Home Economics		Theater	2
Industrial & Technology Education		World Languages (specify)	1Filipino, 2WL: ELD

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? ◉ Yes ○ No

If yes, how many interns do you expect to have this year? 30

If yes, list each college or university with which you participate in an internship program.

SFSU, USF, Notre Dame, CSU East Bay, St. Mary's, Alliant, Reach, Alder, UC David, UC Merced, USC, CSU Northridge, SJSU

If no, explain why you do not participate in an internship program.

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

DATE: June 11, 2026

RE: Expanded Learning Opportunity Program (ELOP) MOUs 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 submitting Memoranda of Understanding with five contracted provider partners to support Expanded Learning Opportunities Program services for the 2026–2027 school year. The provider partners include Boys & Girls Club of the Peninsula, Daly City Recreation Services, Right At School, South San Francisco Parks and Recreation Department, and District Extended Day Activities Program.

These agreements will support before-school, after-school, and non-instructional day expanded learning services for eligible District students across school sites and community-based program locations. Through these agreements, provider partners will plan, staff, and operate programs that include academic support, enrichment, physical activity, parent communication, attendance tracking, and required program reporting.

For the 2026–2027 school year, these provider agreements are projected to serve up to 850 ELOP students. This represents an increase from the 2025–2026 school year, during which the District served approximately 761 ELOP students through contracted provider agreements. The proposed agreements support the District's continued effort to expand access to high-quality out-of-school-time programs, strengthen consistency across provider expectations, and align services with California Department of Education

expanded learning requirements and District standards for safety, staffing, compliance, and program quality.

FISCAL IMPLICATIONS:

The total proposed cost for the 2026–2027 ELOP provider agreements is $4,138,843. This includes the following provider contract values:

Providers for SY 2026-2027	Proposed Contract Value
Boys & Girls Club of the Peninsula	$1,258,783
Daly City Recreation Services	$276,060
Right At School	$477,700
SSF Parks and Recreation Department	$1,940,100
District Extended Day Activities Program	$186,200
Total	**$4,138,843**

This reflects an increase from the 2025–2026 total contracted cost of $3,923,202, while also increasing student capacity from 761 to up to 850 students served.

Funding for these agreements will be supported through categorical grant funding designated for Expanded Learning Opportunities Program services.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Memoranda of Understanding between South San Francisco Unified School District and the District's contracted Expanded Learning Opportunities Program provider partners for SY 2026–2027 for a total amount of $4,138,843.

Approval of these agreements will allow the District to continue providing before-school, after-school, and non-instructional day expanded learning services to eligible students through established community and program partners. Approval will also support the District's continued efforts to expand student access, improve consistency across provider agreements, and strengthen alignment with ELOP requirements, District expectations, and the District's strategic goals related to engaged students, purposeful partnerships, and equity-centered systems.

SERVICES AGREEMENT

By and Between:

Boys and Girls Club of the Peninsula

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of August 2026 (the "Effective Date") by and between The Boys and Girls Club of the Peninsula (the “Provider” or “City”) and South San Francisco Unified School District (the "District") to define their relationship and responsibilities in connection with the Expanded Learning Opportunities Programs (ELOP). District and Provider are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District to operate certain educational programs in connection with the ELOP as specified in Exhibit A attached hereto, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)") for payment by the District.

D. The Parties desire to enter into this Agreement to memorialize the terms and conditions of the Services. However, this Agreement in no way replaces or supersedes the requirements and obligations under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through July 30th, 2027 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term

of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible for directing and controlling the performance of the Services on a day-to-day basis and for providing and supervising all personnel who perform the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor and no joint venture or partnership between the Provider and the District is created through this Agreement.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Custodial. The District will provide custodial services for any additional classrooms, bathrooms, multi-use rooms, and outdoor space that are needed for the Provider to operate the Services, including any cleaning, maintenance, and repair.

Section 8. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A.

Section 9. Payment. The District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee”) to cover some or all of the cost of the Services as set forth in Exhibit B. The Provider shall be solely responsible for costs not covered by the District through independently charging and collecting tuition from participant parents or legal guardians of enrolled

students as part of providing the Services.

Section 10. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 11. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it, or (iv) information required to be disclosed by law or court order including but not limited to the California Public Records Act.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements

of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 12. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 13. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 14. Insurance. Provider, at its own expense, shall procure and maintain the following self-insurance, pooled coverage program, or insurance policies, at a minimum, in the following amounts:

A. Commercial General Liability Insurance (Primary and Excess). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage liability, three million dollars ($3,000,000) in aggregate, with no exclusion for sexual abuse or molestation

B. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars ($1,000,000) per occurrence, for bodily injury and property damage.

C. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance, or Excess coverage with limits not less than four million dollars ($4,000,000) per occurrence, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability Insurance policies.

D. The Provider shall include the District as an additional insured or additional covered party to the insurance policies described above (excluding the Workers' Compensation and Professional Liability Insurance Policies).

E. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance or Certificate of Coverage. The Provider shall provide the District to receive ten (10) days prior notice of cancellation and change in scope or modification in coverage of such insurance coverage.

Section 15. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit A up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School(s).

Section 17. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the

gross negligence or willful misconduct of the District and/or Schools.

Section 18: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
Boys & Girls Club of the Peninsula
401 Pierce Rd
Menlo Park, CA
Phone: 650-2058312
Email: mak@bgcp.org
Attention: Mak Azadi

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services, including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. Notwithstanding the foregoing, this Agreement shall not impact the terms, conditions, and obligations set forth under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be the Superior Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**
Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

THE BOYS AND GIRLS CLUB OF THE PENINSULA

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. Provider, The Boys and Girls Club of the Peninsula, will operate Expanded Learning Opportunities Programs at the following District schools during the 2026-2027 school year and the FY27 Summer program:
    a. Orange Avenue Clubhouse
    b. Sunshine Gardens Elementary

2. The Boys and Girls Club of the Peninsula will operate an Expanded Learning Opportunities Program ("ELOP") from the end of the school day until 6:00 p.m. at Sunshine Gardens and the Orange Avenue Clubhouse during. The program will operate on the 180 academic school days during the academic year.

3. The Boys and Girls Club of the Peninsula will operate an ELOP Program at their Clubhouse from 8:00am - 4:30pm for 30 non-instructional days, including, but not limited to, winter break, spring break, summer break, and will be closed on federal holidays.

4. The Boys and Girls Club of the Peninsula will operate ELOP Programs beginning August 13, 2026, and ending July 16, 2027.

5. The Boys and Girls Club of the Peninsula will specifically provide:
    a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
    b. Staffing Requirements
        i. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
            1. The provider must employ a coordinator or lead teacher for each site.
            2. ELOP must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
            3. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

South San Francisco Unified School District Instructional Aide requirements:

ii. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.

iii. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training every two years.

iv. Program staff will have the following skill set:
    1. Classroom management skills;
    2. Ability to help students with homework in a way that helps students improve their learning.
    3. Cultural competency and sensitivity to the unique needs of the school population;
    4. Ability to successfully work with all students, including unduplicated students and special education students;
    5. Program staff will carry walkie-talkies or other means of communicating

in a timely and efficient manner in case of an emergency.
6. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.

v. Program staff will sign the District's internet use agreement.
vi. By September 30, 2026 Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.
vii. Staff lists should include:
1. Name of staff person
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
4. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.
viii. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.
ix. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.

c. All program management and oversight, including structure, scheduling, vendor management, etc.
d. Ongoing enrichment throughout the year.
e. Parent registration is available online with in-person support for families who need assistance.
f. Support for any parent questions or issues.
g. Marketing materials and other information are used to promote the programs to interested families.
h. Outreach to your District community to build relationships and solicit feedback.
i. Adherence to the following toileting policy ensures the health, safety, and dignity of all participating students:
i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
v. If a student requires toileting assistance beyond what is described above, parents/guardians will be contacted to provide support.
vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.

vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

j. Attendance -
   i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.

k. Attendance Reporting
   i. ELOP grant programs require program attendance to be reported to the State once a year by July 31. Provider must submit documentation of attendance sheets to the District 30 days in advance of the state due date at the district's request
   ii. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state, and federal government. The provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is the Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.
   iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period

l. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d), meaning that snacks should conform to nutrition standards found in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2, and meals shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 U.S.C. Sec. 1766).

m. Incident Notification
   i. Provider shall notify the District by the next working day following, and to submit a written report within seven days of the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
   ii. For purposes of this section, "event" includes any of the following:
      1. Death of a child from any cause
      2. Any injury to a child that requires medical treatment
      3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
      4. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
      5. Epidemic outbreaks
      6. Poisonings
      7. Fire or explosions that occur in or on the premises
      8. Exposure to toxic substances.

n. Non-school Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that Provider operates the after-school programs, Provider will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when

added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

o. Sample Program Schedule for Regular School Days - By September 30, 2026, the Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

p. Health Information Prior to Enrollment. Provider shall request from the parent or guardian of each pupil, prior to the pupil's enrollment or participation in the Expanded Learning Opportunities Program, pupil health information necessary to support the pupil's safe participation in program, including, but not limited to, information regarding allergies, asthma, other medical conditions, medications, emergency medical information, and any health-related accommodations, restrictions, or emergency response instructions identified by the parent/guardian or authorized health care provider. Provider shall include such health-information fields in its enrollment forms or registration portal and shall request such information before enrollment is finalized. Provider shall maintain such information in accordance with applicable state and federal confidentiality laws and District requirements and shall make such information available to appropriate program staff on a need-to-know basis for student health and safety, pursuant to Education Code section 8483.4(b).

q. Evaluation - Provider shall participate in annual program evaluation and quality improvement activities as directed by the District. At minimum, Provider shall complete one Program Quality Assessment ("PQA") or comparable quality assessment process each school year, such as the Boys & Girls Club Program Quality Standards or another District-approved assessment tool. The assessment process shall include, at minimum, participation from the District ELOP Coordinator, site administration, Provider leadership, and any additional stakeholders identified by the District. Provider shall share assessment results, findings, and any related improvement plans with the District in a timely manner.

r. Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths, and needs to align practices.

EXHIBIT B

PAYMENT TERMS

School Year 2026/27

Summary:

The District and BGCP will collaborate with target attendance numbers of:

- Sunshine Gardens: 110 students during the school year, 180 academic school days during the academic year.

- Orange Avenue clubhouse: 150 students during the school year, 190 students during summer programming.

Based on the District's desired enrollment, the total cost from August 14th, 2026 - July 31, 2027, will be **$1,258,783**, broken down as follows:

- $1,071,278 for the school year (180 academic school days)
- $187,505 for the summer program (30 non-instructional days)

Payments:

BGCP will bill the district monthly for the school year programming in 9 installments if $119,031 (Sept-May). BGCP will bill the district for all of summer programming in one installment, billed at the end of July, 2027. The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

In no event shall Provider enroll, serve, or invoice for students above the agreed-upon contract cap unless the additional students have first been expressly requested by the District, approved by the Board, and supported by available funding. Any students served in excess of the contract cap without such prior request, approval, and funding shall be at Provider’s sole cost and expense.

SERVICES AGREEMENT

By and Between:

CITY OF DALY CITY

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2026 (the "Effective Date") by and between The City of Daly City (“Provider” or “City”) and South San Francisco Unified School District ("District") to define their relationship and responsibilities in connection with the Expanded Learning Opportunities Programs (ELOP). District and Provider are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. The District and Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District to operate certain educational programs in connection with ELOP as specified in Exhibit A attached hereto, and establishes the manner in which services will be provided.

B. Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to contract with the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)") for payment by the District.

D. The Parties desire to enter into this Agreement to memorialize the terms and conditions of the Services. However, this Agreement in no way replaces nor supersedes the requirements and obligations under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2027 (the "Term") unless the Agreement is

terminated sooner in accordance with Section 15 below. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to Section 15 below.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor and no joint venture or partnership between the Provider and District is created through this Agreement.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Custodial. The District will provide custodial services for any additional classrooms, bathrooms, multi-use rooms and outdoor space that are needed for Provider to operate the Services, including any cleaning, maintenance and repair.

Section 8. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A.

Section 9. Payment. The District shall pay Provider directly in the amounts set forth in Exhibit A to cover some or all of the cost of the Services as set forth in Exhibit A. The Provider shall be solely responsible for costs not covered by the District through independently charging and collecting tuition from participant parents or legal guardians of enrolled students as a part of providing Services.

Section 10. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 11. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (induding marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it, or (iv) information required to be disclosed by law or court order including but not limited to the California Public Records Act.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C.

1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 12. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 13. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 14. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars ($1,000,000), bodily injury by disease limit each employee of one million dollars ($1,000,000), and bodily injury by disease policy limit of one million dollars ($1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, personal injury and

property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars ($1,000,000), two million dollars ($2,000,000) in the aggregate per occurrence for bodily injury and property damage.

D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than four million dollars ($4,000,000) per occurrence, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability Insurance policies.

E. Professional Liability Insurance. Professional Liability Insurance with limits not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Workers' Compensation and Professional Liability Insurance Policies).

H. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation or change in scope or modification in coverage of such insurance coverage.

Section 15. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit A up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School(s).

Section 17. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 18: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

   If to the District:
   South San Francisco Unified SD
   398 B Street
   South San Francisco, CA 94080
   Phone: 650-877-8700
   Email: smoore@ssfusd.org
   Attention: Shawnterra Moore Thomas

   If to the Provider:
   City of Daly City Department of Recreation Services
   111 Lake Merced Boulevard, Room 9
   Daly City, CA 94015
   Director:
   Phone: 650-991-8004
   Email: dbrown@dalycity.org
   Attention: Denise Brown

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the

subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. Notwithstanding the foregoing, this Agreement shall not impact the terms, conditions, and obligations set forth under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be had in State Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services and Compensation**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: Shawnterra Moore
Superintendent
South San Francisco Unified School District

Signature: _____

Date: _____

THE CITY OF DALY CITY

By: Denise Brown
Director
City of Daly City Department of Recreation Services

Signature: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. Location and Term

A. The South San Francisco Unified School District ("District") is contracting with the City of Daly City, Department of Recreation Services ("City") to provide comprehensive Expanded Learning Opportunity Programs (ELOP) at Junipero Serra Elementary School.

B. The term of this contract is July 1, 2026 to June 30, 2027, and is subject to the District receipt of the ELOP grant awards and also subject to all provisions of the ELOP grant requirements or modifications from the California Department of Education (CDE).

II. Program Content / Quality

A. District Expectations

1. Act as the lead fiscal and administrative agent with the CDE for operating the ELOP program on campus.
2. Make available the premises known as the Multipurpose Room, any available classrooms, kitchen and bathrooms with permission to the City to provide such services. The premises shall also include the blacktop and any other appropriate outdoor areas including the play structures on both playgrounds, and field use.
3. Responsible for all maintenance and custodial services on the premises.

B. City Expectations

1. Provide the Afterschool Youth Recreation Program (AYRP) to students enrolled at Junipero Serra Elementary School. The City shall provide such services on all school days from the school dismissal to 5:30pm. The City shall not provide such services on non-school days, including holidays and breaks based on the District's school calendar.
2. Coordinate a daily schedule that includes academic assistance, homework support, physical exercise, snack and enrichment components at the school site.
3. Attendance - Grant funding is dependent on adequate attendance and attendance reporting. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.
4. Attendance Reporting
    a. ELOP grant programs require program attendance to be reported to the State by July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the state due date.
    b. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's

responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets. Sign in and sign out sheets must have parent/caregiver signatures.

c. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period.

5. Staffing Requirements
    a. California Law (Ed. Code §§ 8483.4(a), 46120(b)) and the California Department of Education also dictates many staffing requirements, including:
        i. Provider must employ a Site Supervisor for each site.
        ii. ELOP must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st - 5th grades.
        iii. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide.

South San Francisco Unified School District Instructional Aide requirements:

1. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.
2. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.
3. Program staff will have the following skill set:
    a. Classroom management skills;
    b. Ability to help students with homework in a way that helps students improve their learning;
    c. Cultural competency and sensitivity to the unique needs of the school population;
    d. Ability to successfully work with all students including unduplicated students and special education students;
    e. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
    f. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
4. Program staff will sign District internet use agreement.
5. By September 30, 2026 Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.
6. Staff lists should include:
    a. Name of staff person.
    Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.
    b. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406.

c. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1.
d. Date of completion of mandated reporter training.
e. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.
f. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.
g. Provider shall ensure staff will sweep and spot mop the Multipurpose Room, bathrooms, kitchen, and any classrooms that are used with permission; sanitize surface areas and remove all debris. City shall make sure the areas of use that are used for programs are free of debris.

7. Foster communication with and involvement of parents through parent orientations, parent handbook, newsletter, and hosting / co-hosting a minimum of one parent night (could be in conjunction with school PTA).
8. Maintain ongoing communication and collaboration between site staff and school faculty regarding students' needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers and offerings for enrichment programs and activities.
9. Complete site emergency plans and related staff training.
10. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).
11. Incident Notification
    a. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.
    b. For purposes of this section, and “event” includes any of the following:
        i. Death of a child from any cause
        ii. Any injury to a child that requires medical treatment
        iii. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
        iv. Any suspected abuse or neglect, as defined in Penal Code section 11165.6.
        v. Epidemic outbreaks
        vi. Poisonings
        vii. Fire or explosions that occur in or on the premises
        viii. Exposure to toxic substances.
12. Sample Program Schedule for Regular School Days - Prior to September 30, 2026, Provider will provide the District with a sample program schedule that describes how the

Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that this program is met.

13. The City will adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, workers compensation insurance to City's employees and compliance with employment laws, federal, state and local laws and ordinances.
14. In case of school closure (state or federal mandate), the City agrees to continue providing expanded learning programs in a virtual format within a reasonable time (no longer than 5 business days) and based on a revised agreement between the City and District on program structure and attendance expectations, specific to the grant requirements during state or federal mandated closures.
15. Adhere to the following toileting policy to ensure the health, safety, and dignity of all participating students:
    a. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
    b. For TK and Kindergarten students, scheduled restroom breaks should be incorporated into program routines.
    c. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
    d. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
    e. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
    f. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
    g. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
    h. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.
16. **Health Information Prior to Enrollment.** Provider shall request from the parent or guardian of each pupil, prior to the pupil's enrollment or participation in the Expanded Learning Opportunities Program, pupil health information necessary to support the pupil's safe participation in program, including, but not limited to, information regarding allergies, asthma, other medical conditions, medications, emergency medical information, and any health-related accommodations, restrictions, or emergency response instructions identified by the parent/guardian or authorized health care provider. Provider shall include such health-information fields in its enrollment forms or registration portal and shall request such information before enrollment is finalized.

Provider shall maintain such information in accordance with applicable state and federal confidentiality laws and District requirements and shall make such information available to appropriate program staff on a need-to-know basis for student health and safety, pursuant to Education Code section 8483.4(b).

III. Evaluation and Reporting

1. The City will submit monthly attendance reports on or before the 20th of the month for the previous month program.
2. The City will provide all CDE required documents no less than 10 calendar days in advance of any deadlines.
3. **Evaluation** - Provider is required to adhere to the evaluation and quality standards initiatives led by the District and informed by the California After School Network (CASN) Program Quality Assessment (PQA) tool once per year and involve the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District.

IV. Compensation on All Services Contracted

1. ELOP
    a. The City of Daly City's Department of Recreation Services will be paid according to the Services rendered under the ELOP grant. The payments will be, and not to exceed **$276,060.**
    b. Billing will be submitted according to attendance via invoice on a trimester basis. Each and all payments will be made only for services rendered according to the scope of services.
    c. The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.
    d. Unduplicated students will have priority registration. Once we reach capacity with enrollment, a total of 5 spots will remain open for any late unduplicated students wanting to enroll.
    e. Students can accumulate a total of 5 unexcused absences per trimester. After 5 unexcused absences have accumulated, the student will need to re-register and possibly move to a waitlist if the site has one.

SSFUSD	**Per TK/Kinder child, per Trimester**	**Per 1-5th Grade child, per Trimester**
ELOP (Fee SY26-27)	$1,150	$767

SSFUSD	Per TK/Kinder child, per Year	Per 1-5th Grade child, per Year
ELOP (Fee SY26-27)	$3,450	$2,301

ELOP School Day

TK/K: 40 students x $1,150 = $46,000 x 3 trimesters = $138,000

1st - 5th: 60 students x $767 = $46,020 x 3 trimesters = $138,060

Total not to exceed: $276,060

Will enroll up to 120 students (which includes paid tuition participants at the rate of $465 per trimester ($1,395 per year) for TK/K and $310 per trimester ($930 per year) for 1st – 5th grade. In no event shall Provider enroll, serve, or invoice for students above the agreed-upon contract cap unless the additional students have first been expressly requested by the District, approved by the Board, and supported by available funding. Any students served in excess of the contract cap without such prior request, approval, and funding shall be at Provider's sole cost and expense.

SERVICES AGREEMENT

By and Between:

SSFUSD - District Extended Day Activities Program (DEDAP)

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2026 (the "Effective Date") by and between SSFUSD - DEDAP (the “Provider”) and South San Francisco Unified School District (the "District").

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)").

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2027 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the

Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit B.

Section 8. Payment. Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee”). For all other students and/or portion of students' fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the "Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "Delinquency Interest Rate" of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform

their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (induding marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must

perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars ($1,000,000), bodily injury by disease limit each employee of one million dollars ($1,000,000) and bodily injury by disease policy limit of one million dollars ($1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than four million dollars ($4,000,000) per

occurrence, which will provide additional limits for Provider's general /liability, automobile liability, and Employer's Liability Insurance policies.

E. Professional Liability Insurance. Professional Liability Insurance with limits not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Workers' Compensation Insurance Policy).

H. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation or change in scope or modification in coverage of such insurance coverage.

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-827-8402
Email: eclaybon@ssfusd.org
Attention: Eric Claybon

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be the Superior Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the

remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**
Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

SSFUSD - DEDAP

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. SSFUSD - DEDAP operates before and after-school programming at the following District schools:
    a. Buri Buri Elementary, located at 325 Del Monte Ave., South San Francisco, CA 94080
    b. Skyline Elementary, located at 55 Christen Ave., Daly City, CA 94015

2. SSFUSD - DEDAP operates after school programming beginning August 13th, 2026 - June 30th, 2027 at Schools A and B.

3. SSFUSD - DEDAP will specifically provide:
    a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
    b. Staffing Requirements
        i. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
            1. Provider must employ a Site Supervisor for each site.
            2. Expanded Learning Opportunities Program (“ELOP”) must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
            3. All staff used in the above ratio must meet the District’s minimum qualifications for an instructional aide:

South San Francisco Unified School District Instructional Aide requirements:

        ii. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.
        iii. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.
        iv. Program staff will have the following skill set:
            1. classroom management skills;
            2. ability to help students with homework in a way that helps students improve their learning;
            3. cultural competency and sensitivity to the unique needs of the school population;
            4. ability to successfully work with all students including unduplicated students and special education students;
            5. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
            6. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
        v. Program staff will sign District internet use agreement.
        vi. By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.
        vii. Staff lists should include:

1. Name of staff person
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
4. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

viii. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.

1. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.

c. All program management, student enrollment and oversight, including structure, scheduling, vendor management, etc.

i. **Health Information Prior to Enrollment.** Provider shall request from the parent or guardian of each pupil, prior to the pupil's enrollment or participation in the Expanded Learning Opportunities Program, pupil health information necessary to support the pupil's safe participation in program, including, but not limited to, information regarding allergies, asthma, other medical conditions, medications, emergency medical information, and any health-related accommodations, restrictions, or emergency response instructions identified by the parent/guardian or authorized health care provider. Provider shall include such health-information fields in its enrollment forms or registration portal and shall request such information before enrollment is finalized. Provider shall maintain such information in accordance with applicable state and federal confidentiality laws and District requirements and shall make such information available to appropriate program staff on a need-to-know basis for student health and safety, pursuant to Education Code section 8483.4(b).

d. Ongoing new enrichment units and classes throughout the year.

e. Support for any parent questions or issues.

f. Marketing materials and other information to promote the programs to interested families.

g. Ongoing outreach to your PTA and District community to build relationships and solicit feedback.

h. Adherence to the following toileting policy to ensure the health, safety, and dignity of all participating students:

i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.

ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.

iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.

iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.

v. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.

vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.

vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.

viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

i. Attendance

i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.

j. Attendance Reporting

i. ELOP grant programs require program attendance to be reported to the State by July 31. Provider must submit hard copies of attendance sheets to the District 30 days in advance of the state due date.

ii. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.

iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period k. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).

l. Incident Notification

i. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.

ii. For purposes of this section, and "event" includes any of the following: 1. Death of a child from any cause
2. Any injury to a child that requires medical treatment
3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
4. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
5. Epidemic outbreaks
6. Poisonings

7. Fire or explosions that occur in or on the premises
8. Exposure to toxic substances.

m. Nonschool Days and Hours – Pursuant to Education Code section 46123(b)(1)(B), for the five (5) non-instructional days— March 29, 2027 through April 2, 2027 (Spring Break)—inclusive of extended school year days, during which Provider operates the before and after-school program. Provider will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before- or after-school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

n. Sample Program Schedule for Regular Schooldays - By September 30, 2026, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

o. Evaluation - Provider is required to adhere to the evaluation and quality standards initiatives led by the District and informed by the California After School Network PQA Program Quality Assessment tool once per year and involve the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District. Extended Learning

p. Program partner directors are expected to participate in meetings with the District office twice a month to discuss program development and program strengths and needs to align practices.

4. SSFUSD - DEDAP also offers other enrichment programming, including, but not limited to, winter-break, spring-break, summer-break and teacher in-service day programming (collectively "Other Programs"). If the District desires to retain the Provider to operate any Other Program(s) and Provider agrees to operate the Other Program(s), the Parties may add the Other Program(s) to this Scope of Services by a written amendment that is signed by both parties and that specifies (1) the Other Program(s) to be provided and (2) the payment terms applicable to the Other Program(s).

EXHIBIT B

PAYMENT TERMS

School Year 2026-2027

Summary:

SSFUSD - DEDAP will operate a before and after-school program from 7:00-8:15 AM and then from the end of the school day until 6 PM at Buri Buri Elementary and Skyline Elementary between August 13th, 2026 - June 30th, 2027. The program will operate on the 180 academic school days and 5 non-instructional days and will be closed on federal holidays. The 5 non-instructional days will be held at one or both of the DEDAP locations, depending on student enrollment. The District will pay the tuition for

a minimum of 20 TK/K- 5th students per elementary school to enroll in the 180 after school days and 5 non-instructional days for a total guarantee of 40 students.

The cost per student from August 13th, 2026 - June 30th, 2027, will be $4,465 per student for 180 academic days and $190 per student for the 5 non-instructional days.

Based on the District's desired enrollment the total cost from August 13th, 2026 - June 30th, 2027, will be **$186,200** ($93,100 per school), broken down as follows:

- 40 students to enroll in the 180 after school days x $4,465 = $178,600
- 40 students to enroll in the 5 non-instructional days x $190 = $7,600

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK-5th grade students to attend the 180 academic days in groups of 5 at a cost of $22,325 per group and 5 TK-5th grade students to attend the 5 non-instructional days, at a cost of $950 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly. **In no event shall Provider enroll, serve, or invoice for students above the agreed-upon contract cap unless the additional students have first been expressly requested by the District, approved by the Board, and supported by available funding. Any students served in excess of the contract cap without such prior request, approval, and funding shall be at Provider's sole cost and expense.**

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2026 (the "Effective Date") by and between Right at School, LLC (the "Provider") and South San Francisco Unified School District (the "District").

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)").

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2027 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the "Services") for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the

Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District from time to time may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit B.

Section 8. Payment. Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee”). For all other students and/or portion of students' fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the "Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "Delinquency Interest Rate" of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's

personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities

under this Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance: Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least one million dollars ($1,000,000), bodily injury by disease limit each employee of one million dollars ($1,000,000) and bodily injury by disease policy limit of one million dollars ($1,000,000). The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage.

D. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits not less than three million dollars ($3,000,000) per occurrence and in the aggregate, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability Insurance policies.

E. Professional Liability Insurance. Professional Liability Insurance with limits not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation ("SAM") Insurance with limits not less than six million dollars ($6,000,000) per clam and in the aggregate, single policy.

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Workers' Compensation Insurance and Employer Liability Policy and subject to the understanding that Provider shall submit this Agreement to its SAM insurer and request approval of the District as an additional insured to that policy).

H. The Provider, upon the District's request, shall furnish the District with a Certificate of Insurance which shall provide that the District will receive ten (10) days prior notice of cancellation of such insurance coverage.

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore Thomas

If to the Provider:
Right at School, LLC
909 Davis Street, Suite 500
Evanston, IL 60201
Phone: 855-287-4444
Email: cindy.lawson@rightatschool.com
Attention: Cindy Lawson

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

D. State Funding for Expanded Learning Opportunity Program (ELOP). Should projected or actual state funding for Expanded Learning Opportunity Program change, both parties agree to meet to discuss resulting financial impact and renegotiate the terms of the agreement.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

A. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be had in State Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**
Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

RIGHT AT SCHOOL, LLC

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. Right At School operates after-school programming at the following District schools beginning August 15th, 2026 - June 30th, 2027:

    a. Los Cerritos Elementary, located at 210 W. Orange Ave., South San Francisco, CA 94080
    b. Skyline Elementary, located at 55 Christen Ave., Daly City, CA 94015
    c. Spruce Elementary, located at 501 Spruce Ave., South San Francisco, CA 94080
    d. Alta Loma Middle, located at 116 Romney Ave., South San Francisco, CA 94080

2. Right At School operates before-school programming at the following District school beginning August 15th, 2026 - June 30th, 2027:

    a. Skyline Elementary, located at 55 Christen Ave., Daly City, CA 94015

3. Right At School will specifically provide:
    a. Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
    b. Staffing Requirements
        i. California law (Ed. Code §§ 8483.4(a), 46120(b) The California Department of Education also dictates many staffing requirements, including:
            1. Provider must employ a Site Supervisor for each site.
            2. The selection of the Site Supervisor must be approved by the Provider, District Extended Learning Opportunities Program Coordinator, Community School Coordinator, and site Principal.
            3. Expanded Learning Opportunities Program ("ELOP") must maintain an adult-student ratio of 1:10 for TK & K and 1:20 for 1st-6th grades.
            4. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

South San Francisco Unified School District Instructional Aide requirements:

- 2 years of college – 48 units
  OR
- High School Diploma/GED AND pass District Instructional Aide Exam (75% is passing grade)

ii. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students.

iii. All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.

iv. Program staff will have the following skill set:

1. classroom management skills;
2. ability to help students with homework in a way that helps students improve their learning;
3. cultural competency and sensitivity to the unique needs of the school population;
4. ability to successfully work with all students including unduplicated students and special education students;
5. Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
6. All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.

v. Program staff will sign District internet use agreement.

vi. By September 30, Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months thereafter to pass the exam. The District will facilitate necessary Instructional Aide examinations. Staff are allowed to take the Instructional Aide exam three times. If the staff person does not pass the examination after three attempts, the staff person either needs to be taken out of the adult-student ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District at the end of the school year.

vii. Staff lists should include:
1. Name of staff person
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
4. Number of years and name of college
5. If #4 is less than 2 years, date passed Instructional Aide exam (can mark in progress if it is still within 3 months of start date and exam has not been taken or passed)
6. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

viii. Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.
1. Provider shall furnish staff with all materials and tools required to perform the services under this agreement.

c. All program management and oversight, including structure, scheduling, vendor management, etc.
d. Ongoing new enrichment units and classes throughout the year.

e. One-stop parent registration and payment through our portal system.
f. Support through our toll-free customer service call center for any parent questions or issues.
g. Marketing materials and other information to promote the programs to interested families.
h. Ongoing outreach to your PTA and District community to build relationships and solicit feedback.
i. Adherence to the following toileting policy to ensure the health, safety, and dignity of all participating students:
    i. Providers must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.
    ii. For TK and kindergarten students, scheduled restroom breaks should be incorporated into program routines.
    iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.
    iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.
    v. If a student requires toileting assistance beyond what is described above, parents / guardians will be contacted to provide support.
    vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.
    vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.
    viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.
j. If / Should a paid family program begin, the following discounts would apply:
    i. 10% sibling and military discount
    ii. 50% district employee discount
k. Attendance -
    i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. Provider programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.
l. Attendance Reporting
    i. ELOP grant programs require program attendance to be reported to the State by July 31. Provider must submit documentation of attendance sheets to the District 30 days in advance of the state due date.
    ii. Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is Provider's responsibility to make sure all attendance information is submitted to the District accurately. Provider must track

attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.

iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period

m. Meals and Snacks - Providers operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code section 8482.3(d).

n. Incident Notification

i. Provider shall notify the District by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety- related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.

ii. For purposes of this section, and "event" includes any of the following:

1. Death of a child from any cause
2. Any injury to a child that requires medical treatment
3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
4. Any suspected abuse or neglect, as defined in Penal Code section 11165.6
5. Epidemic outbreaks
6. Poisonings
7. Fire or explosions that occur in or on the premises
8. Exposure to toxic substances.

o. Nonschool Days and Hours - Pursuant to Education Code section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended school year days, that Right at School operates the after-school programs, Right at School will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals and expanded learning opportunities per instructional day.

p. Sample Program Schedule for Regular Schooldays - By September, 30 2026, Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

q. Evaluation **-** Provider is required to adhere to the evaluation and quality standards initiatives led by the District and informed by the California After School Network PQA Program Quality Assessment tool once per year and involve the ELOP Coordinator, site Administration, and additional stakeholders to be determined. Provider will share results with the District.

r. **Health Information Prior to Enrollment.** Provider shall request from the parent or guardian of each pupil, prior to the pupil's enrollment or participation in the Expanded Learning Opportunities Program, pupil health information necessary to support the pupil's safe participation in program, including, but not limited to, information regarding allergies, asthma, other medical conditions, medications, emergency medical information, and any health-related accommodations, restrictions, or emergency

response instructions identified by the parent/guardian or authorized health care provider. Provider shall include such health-information fields in its enrollment forms or registration portal and shall request such information before enrollment is finalized. Provider shall maintain such information in accordance with applicable state and federal confidentiality laws and District requirements and shall make such information available to appropriate program staff on a need-to-know basis for student health and safety, pursuant to Education Code section 8483.4(b).

s. Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.

4. Right At School also offers other enrichment programming, including, but not limited to, winter-break, spring-break, summer-break. and teacher in-service day programming (collectively "Other Programs"). If the District desires to retain the Provider to operate any Other Program(s) and Provider agrees to operate the Other Program(s), the Parties may add the Other Program(s) to this Scope of Services by a written amendment that is signed by both parties and that specifies (1) the Other Program(s) to be provided and (2) the payment terms applicable to the Other Program(s).

5. The provider will operate the following tuition based programs: Before school (Skyline Elementary only), After school (All sites) and non-school day (Sites tbd).

6. Students enrolled on a tuition-based (parent-paid) basis are not eligible for ELOP funding. Provider will offer the following discounts for any fee-based enrollments: a 50% discount for district employees, a 10% discount for active military families, and a 10% discount for siblings. Provider will also accept any state government–approved subsidy toward tuition payments.

EXHIBIT B

PAYMENT TERMS

School Year 2026-2027

Summary:

Right At School will operate an after-school program from the end of the school day until 6pm at Los Cerritos Elementary, Skyline Elementary, Spruce Elementary, and Alta Loma Middle School as well as before-school program at Skyline Elementary, beginning at 7:00am until morning bell time, between August 15th, 2026 - June 30th, 2027.

The program will operate on the 180 academic school days and 10 non-instructional days and will be closed on federal holidays. The 10 non-instructional days will be held at no more than two school locations. The District will pay the tuition for a minimum of 20 TK/K- 5th students per elementary school, and 15 6th grade students per middle school to enroll in the 180 after school days and 10 non-instructional days for a total guarantee of 95 students.

The cost per student from August 15th, 2026-June 30th, 2027, will be $2,780 per student for 180 academic days and $307 per student for the 10 non-instructional days.

Based on the District's minimum enrollment as outlined below, the minimum cost from August 13th, 2026 - June 30th, 2027, will be $310,900 broken down as follows:

75 students to enroll in the 180 after school days x $2,780 = $208,500
20 students to enroll in the 180 before school days x $1,200 = $24,000
100 students to enroll in the 10 non-instructional days x $307 = $30,700

Based on the District's projected enrollment the maximum cost from August 13th, 2026 - June 30th, 2027, will not exceed $477,700 broken down as follows:

No more than 150 students to enroll in the 180 after school days x $2,780 = $417,000
No more than 25 students to enroll in the 180 before school days x $1,200 = $30,000
No more than 100 students to enroll in the 10 non-instructional days x $307 = $30,700

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK-6th grade students to attend the before, after or non instructional days per student once the minimums are met by site. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

In no event shall Provider enroll, serve, or invoice for students above the agreed-upon contract cap unless the additional students have first been expressly requested by the District, approved by the Board, and supported by available funding. Any students served in excess of the contract cap without such prior request, approval, and funding shall be at Provider's sole cost and expense.

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

SERVICES AGREEMENT

By and Between:

CITY OF SOUTH SAN FRANCISCO

and

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT ("Agreement") is entered into this 1st day of July 2026 (the "Effective Date") by and between The City of South San Francisco (the "Provider" or "City") and South San Francisco Unified School District (the "District") to define their relationship and responsibilities in connection with the Expanded Learning Opportunities Programs (ELOP). The District and the Provider are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District to operate certain educational programs in connection with the ELOP as specified in Exhibit A attached hereto, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the "School(s)") for payment by the District.

D. The Parties desire to enter into this Agreement to memorialize the terms and conditions of the Services. The Parties further desire to replace the Services Agreement executed by the Parties, effective July 1, 2025, with this Agreement. However, this Agreement in no way replaces or supersedes the requirements and obligations under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30th, 2027 (the "Term") unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, subject to the Termination provisions of this Agreement.

Section 3. Scope of Services. The Provider agrees to provide the services described in Exhibit A to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. Statement of Work. The Provider will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible for directing and controlling the performance of the Services on a day-to-day basis and for providing and supervising all personnel who perform the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor and no joint venture or partnership between the Provider and the District is created through this Agreement.

Section 6. Schedule for the Services. The District and the Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The District and the Provider recognize that the schedule for the services provided may change based on District, state, and federal requirements.

A. Assigned Space Changes and Relocation Notice. The District and school site shall make reasonable efforts to provide Provider with consistent access to the spaces assigned for before- and/ or after-school programming. If a school site needs to temporarily relocate Provider from an assigned space, the school site shall provide Provider and the District's ELOP Coordinator with at least one week advance notice, except in cases of emergency, safety concerns, or other urgent operational needs.

When relocating Provider from an assigned space, the school site shall identify and make available an alternate space that is appropriate for student supervision, program activities, and applicable staffing ratios. The alternate space should allow Provider to continue delivering services with minimal disruption to students, families, and staff.

Provider shall not be required to vacate an assigned program space without reasonable advance notice and an identified alternate location, unless immediate relocation is necessary due to health, safety, emergency, or facility-related concerns.

Section 7. Custodial. The District will provide custodial services for any additional classrooms, bathrooms, multi-use rooms, and outdoor space, other than those specified in the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program, that are needed for the Provider to operate the Services, including any cleaning, maintenance, and repair. For classrooms that are blended with students from the Provider's fee-based after school program and ELOP students and maintained by the City, the District shall invoice the City for direct maintenance costs for the number of ELOP-funded students present.

Section 8. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit A.

Section 9. Payment. The District shall pay the Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee") to cover some or all of the cost of the Services as set forth in Exhibit B. The Provider shall be solely responsible for costs not covered by the District through independently charging and collecting tuition from participant parents or legal guardians of enrolled students as part of providing the Services.

Section 10. Staffing by the Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider shall have sole discretion to utilize its staff and contractors to perform the Services but agrees to maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement.

Section 11. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it, or (iv) information required to be disclosed by law or court order including but not limited to the California Public Records Act.

B. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

C. Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C.

1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

Section 12. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 13. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. Further requirements are set forth in Exhibit A. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 14. Insurance. The Provider, at its own expense, shall procure and maintain the following self-insurance, pooled coverage program, or insurance policies, at a minimum, in the following amounts:

A. Commercial General Liability Insurance (Primary and Excess). Commercial General Liability Insurance or equivalent with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage liability, three million dollars ($3,000,000) in aggregate, with no exclusion for sexual abuse or molestation.

B. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than one million

dollars ($1,000,000) per occurrence, for bodily injury and property damage.

C. Umbrella / Excess Liability Insurance. Umbrella or Excess Liability Insurance, or Excess coverage with limits not less than four million dollars ($4,000,000) per occurrence, which will provide additional limits for the Provider's general liability, automobile liability, and Employer's Liability Insurance policies.

D. The Provider shall include the District as an additional insured or additional covered party to the insurance policies described above.

E. Further, the Provider, upon the District's request, shall furnish the District with a Certificate of Insurance or Certificate of Coverage. The Provider shall provide the District ten (10) days prior notice of cancellation and change in scope or modification in coverage of such insurance coverage.

Section 15. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days' written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit A up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School(s).

Section 17. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 18: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:

South San Francisco Unified SD
398 B Street
South San Francisco, CA 94080
Phone: 650-877-8700
Email: smoore@ssfusd.org
Attention: Shawnterra Moore

If to the Provider:

City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080
Phone: 650-877-8502
Email: greg.mediati@ssfca.gov
Attention: Greg Mediati

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services, including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the

Provider at a time that is mutually convenient for the Parties.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. Notwithstanding the foregoing, this Agreement shall not impact the terms, conditions, and obligations set forth under the Joint Use of Facilities Agreement or the Memorandum of Understanding Regarding City-Operated Childcare Program / Before and After School Program separately negotiated and executed by the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Venue. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be the Superior Court of the County of San Mateo.

F. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

G. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

H. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

I. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A - **Scope of Services**

Exhibit B - **Payment Terms**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

THE CITY OF SOUTH SAN FRANCISCO

By: _____

Its: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and the District:

1. The Provider, the City of South San Francisco, will operate Expanded Learning Opportunities Programs at the following District Schools during the 2026-2027 School Year (180 academic school days):
    a. Buri Buri Elementary, located at 325 Del Monte Ave., South San Francisco, CA 94080
    b. Los Cerritos Elementary, located at 210 W. Orange Ave., South San Francisco, CA 94080
    c. Martin Elementary, located at 35 School Street, South San Francisco, CA 94080
    d. Monte Verde Elementary, located at 2551 St. Cloud Ave., San Bruno, CA 94066
    e. Ponderosa Elementary, located at 295 Ponderosa Road, South San Francisco, CA 94080
    f. Spruce Elementary, located at 501 Spruce Ave., South San Francisco, CA 94080

2. The City of South San Francisco will operate an Expanded Learning Opportunities Program ("ELOP") before the school day starts from 7:30 a.m. until morning bell time and from the end of the school day until 6:00 p.m. at Schools A through F. The program will operate on 180 academic school days during the school year.

3. The City of South San Francisco will operate an ELOP Program from 7:30 a.m. to 6:00 p.m. for 30 non-instructional days, including, but not limited to, winter break, spring break, summer break, and will be closed on federal holidays.
    a. Sites may include those listed in A through F above, other school district facilities as agreed to by both parties, and/or City-owned facilities.
    b. If the District requires the City to operate ELOP programs at locations not listed in Section 1, A through F above, the District shall be responsible for moving equipment, supplies, and furniture.

4. The City of South San Francisco will operate ELOP Programs beginning August 13, 2026, and ending June 30, 2027.

5. The District will specifically provide:
    a. Designated space for programming that is appropriate for learning.
    b. If space is to be shared with classroom teachers, the District will provide/allow for appropriate storage for the Provider in those classrooms.
    c. Adequate space for meal storage and preparations.
    d. Manager(s) to oversee all aspects of all the ELOP programs, providing a direct link for all Provider's administrators.

6. The City of South San Francisco will specifically provide:
    a. Manager(s) to oversee all aspects of all the Provider's ELOP programs, providing a direct link for all District administrators.
    b. Staffing Requirements
        i. Compliance with California law (Ed. Code §§ 8483.4(a), 46120(b)). The California Department of Education also dictates many staffing requirements, including:
            1. The Provider must employ a coordinator or lead teacher for each site.
            2. ELOP must maintain an adult-student ratio of 1:10 for transitional kindergarten (TK) & kindergarten (K) and 1:20 for 1st-6th grades.
            3. All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide.

South San Francisco Unified School District Instructional Aide requirements:

i. All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code Section 45125.1 et seq., and the tuberculosis (TB) certification requirements of Education Code Section 49406, prior to their coming into contact with students.

ii. All staff must take the mandated reporter training within 30 days of hire or must be removed from student interaction until training is completed. Staff can take the training online or in person. Staff must take the mandated reporter training every two years.

iii. Program staff will have the following skill set:

1. Classroom management skills;

2. Ability to help students with homework in a way that helps students improve their learning;
3. Cultural competency and sensitivity to the unique needs of the school population; and
4. Ability to successfully work with all students, including undocumented students and special education students.

iv. Program staff will carry walkie-talkies or other means of communicating in a timely and efficient manner in case of an emergency.

v. All programs are equipped with emergency procedures (maps, routes, and protocols) and equipment.

vi. Program staff will sign the District's internet use agreement.

vii. By September 30, 2026, the Provider shall provide the District a list of staff and their qualifications in meeting the Instructional Aide requirements.

viii. Staff lists should include:

1. Name of staff person;
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code Section 49406;
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code Section 45125.1; and
4. Date of completion of mandated reporter training.

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There are no exceptions to this policy.

ix. The Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers must never be alone with students.

x. The Provider shall furnish staff with all materials and tools required to perform the services under this agreement.

c. All program management and oversight, including structure, scheduling,

vendor management, etc.

d. Ongoing enrichment throughout the year.

e. Online parent registration with in-person support for families who need assistance.

f. Support for any parent questions or issues.

g. Marketing materials and other information to promote the programs to interested families.

h. Outreach to the District community to build relationships and solicit feedback.

i. Adherence to the following toileting policy ensures the health, safety, and dignity of all participating students:

    i. The Provider must ensure that students have safe and appropriate restroom access at all times and should encourage and allow students to use the restroom as needed to prevent accidents.

    ii. For TK and K students, scheduled restroom breaks should be incorporated into program routines.

    iii. Supervision should be provided in a manner that ensures student safety while also maintaining privacy.

    iv. In the event of an accident, staff may assist students in changing into clean clothes only if the student is unable to change independently. Staff should support students with verbal cues and minimal physical assistance as needed, while encouraging independence to the greatest extent possible.

    v. If a student requires toileting assistance beyond what is described above, parents/guardians will be contacted to provide support.

    vi. In the event of repeated accidents or concerns regarding toileting independence, staff will notify parents to discuss appropriate next steps.

    vii. All students and staff must follow proper hygiene practices, including handwashing with soap and water after restroom use. Staff must also wash their hands after assisting students or handling soiled clothing.

    viii. If clothing becomes soiled, it should be double-bagged in sealed plastic bags and sent home with the student for laundering.

j. Attendance

    i. Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. The Provider's programs funded by the ELOP grant are required to keep attendance records but are not held to the 85% daily attendance requirement.

k. Attendance Reporting

   i. ELOP grant programs require program attendance to be reported to the State by July 31. The Provider must submit documentation of attendance to the District 30 days in advance of the state due date.

   ii. The Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state, and federal government. The Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District's request. It is the Provider's responsibility to make sure all attendance information is submitted to the District accurately. The Provider must track attendances daily and keep parent/caregivers' sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signatures, and the Site Supervisor must date and tally the sheets.

   iii. Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period.

l. Health Information Prior to Enrollment – The Provider shall request from the parent or guardian of each pupil, prior to the pupil's enrollment or participation in the Expanded Learning Opportunities Program, pupil health information necessary to support the pupil's safe participation in program, including, but not limited to, information regarding allergies, asthma, other medical conditions, medications, emergency medical information, and any health-related accommodations, restrictions, or emergency response instructions identified by the parent/guardian or authorized health care provider. The Provider shall include such health-information fields in its enrollment forms or registration portal and shall request such information before enrollment is finalized. The Provider shall maintain such information in accordance with applicable state and federal confidentiality laws and District requirements and shall make such information available to appropriate program staff on a need-to-know basis for student health and safety, pursuant to Education Code Section 8483.4(b).

m. Meals and Snacks – The Provider operating an ELOP shall comply with the snack and/or meal requirements outlined in Education Code Section 8482.3(d), meaning that snacks should conform to nutrition standards found in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2, and meals shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 U.S.C. Section 1766).

n. Incident Notification

i. The Provider shall notify the District by the next working day following, and to submit a written report within seven days of the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and building safety.

ii. Third-party Provider staff, including City of South San Francisco employees, are supervised and employed by their respective agency, not by the District. As such, school site administrators may not directly investigate, interview, discipline, or direct corrective employment action for those staff members.

Any concern involving Provider staff must be routed through the Provider's site coordinator and agency leadership, with the ELOP Coordinator included as appropriate. The ELOP Coordinator reports to the District and is responsible for coordination of the ELOP. If the matter requires an investigation, the employing agency is responsible for following its own employment procedures, including any applicable right for the employee to have a representative present during investigatory interviews.

District staff may document and report factual concerns, especially those related to student safety, supervision, conduct, or program operations. However, the District's role is to elevate the concern through the proper process, not to manage the personnel matter directly. This ensures that concerns are addressed appropriately while respecting the employment relationship and chain of command.

iii. For purposes of this section, "event" includes any of the following:

1. Death of a child from any cause;
2. Any injury to a child that requires medical treatment;
3. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child;
4. Any suspected abuse or neglect, as defined in Penal Code Section 11165.6;
5. Epidemic outbreaks;
6. Poisonings;
7. Fire or explosions that occur in or on the premises; and
8. Exposure to toxic substances.

o. Non-school Days and Hours - Pursuant to Education Code Section 46123(b)(1)(B), for the 30 non-instructional days, inclusive of extended academic school days, that the Provider operates the after-school

programs, the Provider will provide no less than nine (9) hours of in-person expanded learning opportunities per day. Extended academic school days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

p. Sample Program Schedule for Regular School Days - By September 30, 2026, the Provider will provide the District with a sample program schedule that describes how the Provider will combine its programming with the instructional day to create a minimum of nine hours per day of programming. The Provider's programming must include both an educational and enrichment element; the sample program schedule should clearly identify that these elements are met.

q. Evaluation - the Provider is required to adhere to the evaluation and quality standards initiatives led by the District and informed by the California After School Network PQA Program Quality Assessment tool once per year, and involve the ELOP Coordinator, site Administration, with additional stakeholders to be determined. Provider will share results with the District.

   Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths, and needs to align practices.

EXHIBIT B

PAYMENT TERMS

School Year 2026/27

Summary:

The District will pay the cost for up to 300 TK/K- 5th students to enroll in the 180 academic school days and 30 non-instructional days.

The cost per student from August 13th, 2026 - June 30th, 2027, will be $5,273 per student for 180 academic school days and $1,194 per student for the 30 non-instructional days.

Based on the District's desired enrollment, the total cost from August 13th, 2026 - June 30th, 2027 will be **$1,940,100**, broken down as follows:

- 300 students to enroll in the 180 academic school days x $5,273 = $1,581,900
- 300 students to enroll in the 30 non-instructional days x $1,194 = $358,200

Increments:

By mutual agreement, the District may choose to pay the tuition for additional TK/K-5th grade students to attend the 180 academic school days at a cost of $5,273 per child, and 30 non-instructional days at a cost of and a cost of $1,194 per child. The same terms and procedure as above apply, including but not limited to the calculation of the aggregate additional payment over the applicable term and payments quarterly.

In no event shall Provider enroll, serve, or invoice for students above the agreed-upon contract cap unless the additional students have first been expressly requested by the District, approved by the Board, and supported by available funding. Any students served in excess of the contract cap without such prior request, approval, and funding shall be at Provider's sole cost and expense.

Cost Escalation:

The cost per child may increase contract year over contract year based on cost of living increases and supply/material cost escalation. The contract year renews on July 1 of each year. Increases shall not exceed 6% per year.

Payments:

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

By mutual agreement, the District and the Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Approval of Agreement with Millenium Consulting Associates for Hazardous Material Consulting Services for the Monte Verde 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 is acquiring the services of Millenium Consulting Associates to provide Hazardous Materials Consulting Services for the Monte Verde Elementary School Modernization project. The scope of work includes hazardous materials testing, monitoring, preparation of design specifications, pre-bid services and other related hazardous materials services for the select demolition and construction work to occur on campus.

On November 16, 2023, the Board of Trustees approved a Request for Qualifications (RFQ) for a pool of four (4) firms to provide hazardous materials consulting services. The District issued a Request for Proposal (RFP) for hazardous materials consulting services. After a thorough review, Millenium Consulting Associates was selected on a best value basis, offering a fair and reasonable fee for scope of services and meeting all project requirements.

FISCAL IMPLICATIONS:

The cost of the service is $29,542.50. 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 Millenium Consulting Associates to provide Hazardous Materials Consulting Services for the Monte Verde ES Modernization project in the amount of $29,542.50.

INDEPENDENT CONSULTANT AGREEMENT FOR HAZARDOUS MATERIALS CONSULTING SERVICES (AGREEMENT #26024)

This Independent Consultant Agreement for Hazardous Material Consulting Services ("Agreement") is made and entered into as of the **12th day of June, 2026** by and between the South San Francisco Unified School District, ("District") and **Millennium Consulting Associates**, ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060, authorizes District to contract with any person(s) for the furnishing special services and advice in financial, economic accounting, engineering, legal or administrative matters through direct negotiation; and 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 **Hazardous Materials Consulting Services** as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on **June 12, 2026** and will diligently perform as required and complete performance by **June 30, 2027** ("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 **Twenty Nine Thousand Five Hundred Forty Two Dollars ($29,542.50)**. 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. Phase 1	**$10,042.50**
4.1.2. Phase 2	**$3,240.00**
4.1.3. Phase 3	**$6,260.00**
4.1.4. Owner Controlled allowance for unforeseen and follow up testing after initial test results.	**$10,000.00**
4.1.5. Total Agreement	**$29,542.50**

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. N/A

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. N/A

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Performance of Services.**

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and

currently accepted principles and practices of its profession for services to California school districts.

8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

9. **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.

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	$ 1,000,000
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 electronic mail 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	Millennium Consulting Associates 4683 Chabot Drive, Suite 380 Pleasanton, CA 94588 ATTN: Jeremy Malson, Principle Email: jmalson@mecaenviro.com

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

28. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

35. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

36. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026	Dated: May 21, 2026, 2026
South San Francisco Unified School District	**Millennium Consulting Associates**
	Signed By: 
Signed By: _____	Print Name: Jack McCubbin
Print Name: Ted O	Print Title: President
Print Title: Assistant Superintendent, Business Services	

Information regarding Consultant:

License No.: CAC93-0894

Address: 4683 Chabot Drive, Ste 3800
Pleasanton CA 94588

Telephone: 925-808-6700

Facsimile: _____

E-Mail: jmccubbin@mecaenviro.com

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__x__ Corporation, State: California
_____ Limited Liability Company
_____ Other: _____

680443384 :
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. The scope of Services is more specifically described herein.

1. SERVICES GENERALLY – PHASE 1

1.1. In general, the Services to be provided by the Consultant will include:

- 1.1.1. Construction document review
- 1.1.2. Building inspections/surveying and testing for:
  - 1.1.2.1. Asbestos-containing materials ("ACM"),
  - 1.1.2.2. Lead-containing materials ("LCM"), and
- 1.1.3. Identify other hazardous materials of importance required prior to demolition
- 1.1.4. Bulk sampling for ACM and LCM
- 1.1.5. X-Ray fluorescence (XRF) testing for LCM
- 1.1.6. Preparation of removal specifications and plans, identifying all items that require abatement prior to demolition
- 1.1.7. ACM and LCM abatement compliance inspections, including environmental and clearance air monitoring, quality control and assurance programs for field sampling
- 1.1.8. Project support and analytical services for an emergency or planned repair, renovation, and demolition projects as required by the district

1.2. Consultant will monitor the abatement work to ensure compliance with contract specifications and all federal, state, and local regulatory requirements applicable to such work.

1.3. Work shall be performed in accordance with:

- 1.3.1. Asbestos Hazard Emergency Response Act (AHERA),
- 1.3.2. Title 8 of the California Code of Regulations, including Sections 1529 and 1532.1,
- 1.3.3. Education Code Section 49410 et seq.,
- 1.3.4. Health and Safety Code section 25914 et seq.,
- 1.3.5. Labor Code Section 6501 et seq., and
- 1.3.6. All applicable local, state and federal laws, all in support of the construction commencing throughout the district.

2. DESIGN PHASE 2:

2.1. Prepare a detailed survey/inspection of the Site for the presence of asbestos and lead containing materials, which will include review of available pertinent existing historical documentation/previous reports of proposed areas where materials or areas of ACM and LCM may be located.

2.2. Meet with the District Representatives as needed to decide what abatement steps should be undertaken in connection with the modernization plans for the Site.

2.3. Develop a management plan to identify ACM and LCM.

2.4. The Consultant to include sampling of the asphalt where the LLB GC has done potholing.

2.5. Assess, sample and analyze materials for ACM at the Site:

2.5.1. Visual assessment of accessible areas.

2.5.2. Preliminary assessment to determine homogeneous area and sampling schemes.

2.5.3. Non-destructive bulk sampling and analysis by Polarized Light Microscopy (PLM) of suspect ACM. Analysis to be in accordance with United States Environmental Protection Agency (USEPA) protocol as found in the Asbestos Hazard Emergency Response Act (Code of Federal Regulation, Section 40, Part 763).

2.6. Assess, sample and analyze LCM at the respective Project sites:

2.6.1. Visual assessment of accessible areas.

2.6.2. Preliminary assessment to determine homogeneous areas and sampling schemes.

2.6.3. X-ray fluorescence (XRF) sampling of painted surfaces to assess lead content. If inconclusive, sample tests are to be provided.

2.7. Consultant shall provide seventy-two (72) hour notice to the designated representative of the district prior to starting any on-site assessment or sampling. The Consultant shall notify the district representative for all work to be performed, including the date and time of the Consultant's visit. Sampling may only be performed when staff and students are not present in the areas to be sampled. The Consultant shall not

displace staff or students for sampling purposes.

2.8. Consultant shall provide a Hazardous Building Material Survey (HBMS) report for the Project site. HBMS reports shall include a summary of findings and recommendations, and individual detailed sections for ACM and LCM.

2.9. District will provide, if available, copies of any available existing hazardous material reports prepared by others, as-built/record drawings (CD, if available) and copies of relevant modernization design drawings currently in progress to the Consultant.

2.10. Consultant shall prepare a hazardous material cost estimate for asbestos, lead and other hazardous materials. Abatement cost estimates must be comprehensive and take into account the project schedule, phasing and level of effort required to complete the project.

3. PRE-BID PHASE 3

3.1. Consultant shall prepare an LCM/ACM scope of work and specifications for the Project site as directed by the district, which will include but not be limited to: work procedures, abatement drawings identifying type, extent and location at each building of ACM and LCM and disposal requirements, air sampling criteria and work area preparation.

3.2. Consultant shall assist District in the preparation of other bidding/contract documents for abatement contractors.

3.3. Consultant shall be available to attend Pre-Bid meetings to answer questions from bidding contractors.

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT FOR REGULAR TIME AS WELL AS OVERTIME]

STANDARD FEE SCHEDULE 2026

Labor Classifications	**Straight Time/Hr.**
Senior Principal/Professional	$275
Principal/Professional	$255
Program Manager/Senior Professional	$220
Senior Scientist	$190
Project Scientist*	$175
Senior Staff Scientist*	$155
Staff Scientist*	$135
Senior Field Technician*	$120
Field Technician *	$95
CAD/Graphics Specialist*	$90
Project Administrative Specialist*	$75

Rates subject to annual escalation of 3.0%
Overtime is Rate x 1.5 for all labor classes noted with *

Other Direct Costs

Laboratory Analysis
All analysis: Cost + 20%

Equipment

Other equipment Rental Rate + 20%

Other

Mileage	$ 0.79
Sample Shipment	Cost + 20%

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: May 21, 2026

Name of Consultant: Millennium Consulting Associates

Signature: 

Print Name and Title: Jack McCubbin, 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.)

N/A

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: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: May 21, 2026

Name of Consultant: Millennium Consulting Associates

Signature: Jack D. McCubbin

Print Name: Jack McCubbin

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: June 11, 2026

RE: Approval of Professional Services Agreement with Ninyo and Moore for Geotechnical and Geological Hazard Evaluation Services for the South San Francisco High School 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 is acquiring the services of Ninyo and Moore Geotechnical Engineering Services and Environmental Sciences Consultant (Ninyo & Moore) to provide geotechnical and geological hazard evaluation services for the South San Francisco HS Modernization project. The scope of work includes, but not limited to subsurface investigation, laboratory testing, geotechnical reporting, geological hazards assessment, and design-phase support.

On November 16, 2023, the Board of Trustees approved a Request for Qualifications (RFQ) for a pool of five (5) firms to provide geotechnical and geological hazard evaluation services. The District issued a Request for Proposal (RFP) for geotechnical and geological hazard evaluation services. After a thorough review, staff determined that Ninyo and Moore offers a competitive fee structure while meeting all the project requirements.

FISCAL IMPLICATIONS:

The cost of services is $50,700.00 and 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 Ninyo and Moore for geotechnical and geological hazard evaluation services for the South San Francisco HS Modernization Project in the amount of $50,700.00.

INDEPENDENT CONSULTANT AGREEMENT FOR
GEOTECHNICAL AND GEOLOGIC HAZARD EVALUATION SERVICES
(Agreement 26027)

This Independent Consultant Agreement for Geotechnical and Geological Hazard Evaluation Services ("Agreement") is made and entered into as of the **12Th Day of June, 2026** by and between the South San Francisco Unified School District, ("District") and **Ninyo and Moore Geotechnical and Environmental Sciences Consultant**, ("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 engineering 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 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 Geotechnical and Geological Hazard Evaluation 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 **June 12, 2026** and will diligently perform as required and complete performance by **June 30, 2027** ("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**. The breakdown of the contract value is:

4.1.1. Task 1	**Site Investigation**	**$ 22,565.00**
4.1.2. Task 2	**Geotechnical Report**	**$ 5,475.00**
4.1.3. Task 3	**Geological Hazards Evaluation**	**$ 1,260.00**
4.1.4. Task 4	**Hazmat Waste Characterization for Soil**	**$ 7,800.00**
4.1.5. Task 5	**Design Phase Support–Document Review**	**$ 3,600.00**
4.1.6. Owner Controlled allowance for unforeseen and follow up testing after initial test results.		**$10,000.00**
4.1.7. Total Agreement		**$50,700.00**

District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty Thousand Seven Hundred Dollars ($50,700.00)** 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:

4.2. 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. [RESERVE]

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: **N/A**

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: **N/A**

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

9. **Performance of Services.**

9.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

9.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.3. **Safety and Security**. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

9.4. **Meetings.** Consultant and District agree to participate in regular meetings 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, and as otherwise agreed upon by the Parties.

9.5. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.6. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

9.6.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

9.6.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

9.7. [RESERVE]

10. **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.

11. **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.

12. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

14. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses,

witness fees, court costs and attorney's fees.

15. **Termination**.

15.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

15.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.2.1. material violation of this Agreement by Consultant; or

15.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or

15.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for cause, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification**.

16.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. 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.

16.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 16.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 16.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

16.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

17. **Insurance**.

17.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability, per accident for bodily injury or disease	$ 1,000,000

17.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.

17.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its

employees, agents and subcontractors. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

17.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus Five (5) years thereafter.

17.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

17.2.3. An endorsement stating that District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.

17.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.5. An endorsement stating that there shall be a waiver of any subrogation.

17.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

17.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

17.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.

17.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

17.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required

amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

18. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

19. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

    19.1. **[Reserved]**

20. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

21. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

    21.1. All site visits shall be arranged through District;

    21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

    21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

21.5. Consultant and Consultant's employees shall not use student restroom facilities; and

21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **[RESERVE]**

23. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

District:	**Consultant**:
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 ATTN: Lori Shelton, Director of Bond Program EMAIL: lshelton@ssfusd.org	Ninyo and Moore Geotechnical and Environmental Sciences Consultant 400 B Street South San Francisco, CA 94080 ATTN: Ransom Hennefer EMAIL: Ransom.Hennefer@socotec.us

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

26. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

28. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

29. **Governing Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

38. **Execution of Other Documents**. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

39. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic

signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026	Dated: May 22, 2026
South San Francisco Unified School District	Ninyo and Moore Geotechnical and Environmental Sciences Consultant
Signed By: _____	Signed By: _____
Print Name: Ted O	Print Name: Ransom H. Hennefer
Print Title: Assistant Superintendent – Business Services	Print Title: Principal Engineer

Information regarding Consultant:

License No.: 697063

Address: 5710 RUFFIN ROAD
SAN DIEGO CA 92123

Telephone: 408.435.9000 (x15304)

Facsimile: N/A

E-Mail: ransom.hennefer@socotec.us

33-0269828: 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.

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__x__ Corporation, State: CA
_____ Limited Liability Company
_____ Other: _____

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Project: South San Francisco High School ES Modernization
Project Address: 400 B Street, South San Francisco, California.

Attachments in the RFP for Consultants use can be found at this link: GEOTECH RFP - Google Drive

South San Francisco High School is a public high school located at 400 B Street, South San Francisco, California. As part of the District's Measure T Bond Program, the school is undergoing campus-wide modernization to improve site functionality, update facilities, and address long-term infrastructure needs.

CAW Architects is serving as the Architect of Record for this project. The selected geotechnical consultant will coordinate as needed with CAW during the design and review phases.

The proposed project consists of new construction and renovations at the existing high school campus. The overall project will include a new Building S /CTE Wing and plaza, renovation and addition to the gym and locker room Building N, and underground site utilities. The locations of Building S and the Building N Locker room addition will require removal of portions of existing buildings, requiring evaluation and retrofit of the portions to remain.

This RFP seeks a qualified geotechnical engineering firm to evaluate existing subsurface conditions and provide recommendations that will support structural design and site development.

The major elements of the proposed design include:

1. New S Wing to house programs, assumed to be approximately 24,000SF, constructed with structural steel framing on shallow concrete foundations
2. Building N – Gym and Locker Room – Renovation of 36,000 SF 1-story gym and locker room building. New locker room building addition, assumed to be approximately 7,000 SF constructed with steel framing on a shallow concrete foundation

Requested Services

Scope of Services shall be inclusive of, but not limited to the specific tasks referenced below:

1. **Base Scope**

Task 1 - Site Investigation
- A. Review existing geotechnical and geologic data, if available.
- B. Coordinate with the District's architect and project team to confirm areas of proposed construction and sitework.

- C. Obtain exploration / encroachment permits as needed and notify USA for utility clearance.
- D. Perform a field investigation including soil borings and sampling to assess subsurface conditions and ground water elevation.
- E. Conduct laboratory testing to analyze soil classification, expansion, strength, and other properties relevant to design. Proposers should identify whether they recommend corrosion testing based on site conditions and include a separate line item in their fee proposal if applicable.
- F. The Proposer shall recommend an appropriate number and location of soil borings and/or test pits based on the proposed improvements and known site conditions. The boring program should be sufficient to support the design of new foundations, assess seismic hazards (including liquefaction potential if applicable), and comply with DSA and CGS requirements. The district will review and approve the proposed boring plan prior to mobilization.
- G. Proposers should include a recommended number, depth, and diameter of borings and describe any assumptions regarding boring locations and site access. If applicable, include traffic control, utility clearance, and backfill/restoration in the proposal. Provided an appropriate unit cost for additional site boring with defined depth.
- H. Provide options for the drill spoils generated such as spreading on-site or drumming and hazardous material off haul, if required.
- I. Insist on stormwater infiltration testing, as needed.

On-site activities, including soil boring and infiltration testing, must be scheduled during non-school hours (i.e., after 5:00 PM on weekdays or on weekends, staff development days or other non-school days) to avoid disruption to school operations. Proposers should confirm availability and include any associated cost implications in their proposal.

Task 2 - Geotechnical Report

- Provide a draft and final geotechnical report that includes:
  - Site and subsurface conditions
  - Seismic design parameters in accordance with 2022 CBC
  - Soil bearing capacity.
  - Foundation design recommendations (including shallow and deep options, such as pier foundations)
  - Site grading and subgrade preparation
  - Lateral earth pressures for retaining wall design, as needed.
  - Temporary shoring design recommendations, as needed.
  - Slope stability, as needed.
  - Slab-on-grade design (interior and exterior)
  - Pavement sections (AC and PCC)
  - Subsurface drainage and moisture protection
  - Ground improvement strategies, if needed

Task 3 - Geological Hazards Evaluation

- A Certified Engineering Geologist shall perform a geological hazards evaluation in accordance with DSA and CGS (CGS Note 48) requirements. The evaluation and resulting documentation shall include, but not be limited to:
  - Review of site historical aerial photographs
  - Summary of aerial photographic study and site visit (Geologic Reconnaissance
  - Summary of regional geology and seismicity

- Summary of project site geology
- Preparation of a site geologic map and representative geologic cross sections, as required.
- Evaluation of geologic hazards including, but not limited to:
    - Fault rupture
    - Historical ground failures
    - Landslide hazards
    - Strong ground shaking
    - Liquefaction potential (including ground deformation/rupture evaluation) and seismic (dry sand) settlement potential.
    - Lateral spreading potential
    - Flooding and reservoir inundation potential
    - Seismically induced waves – tsunami and seiche, as appropriate
    - Volcanic eruption (although low here in the BA)
    - Potential for naturally occurring asbestos (NOA)

Task 4 - Hazmat Waste Characterization for Soil

- Conduct in situ soil testing for the purpose of hazardous waste characterization in support of offsite soil disposal. Ideally these samples would be taken during soil boring activities. Soil samples to be analyzed for hazardous waste classification in accordance with California Code of Regulations (CCR) Title 22.
    - Analysis of the following parameters shall be carried out:
        - CAM 17 Metals – EPA Methods 6020B/7471
        - Volatile Organic Compounds (VOCs) with Gasoline Range Organics (GRO) – EPA Method 8260B
        - Semi-Volatile Organic Compounds (SVOCs), Low Level – EPA Method 8270C
        - Polycyclic Aromatic Hydrocarbons (PAHs/PARs) – EPA Method 8310 (HPLC)
        - Polychlorinated Biphenyls (PCBs) – EPA Method 8082
        - Organochlorine Pesticides – EPA Method 8081 (Low Level)
    - Hazardous materials off-hauling fees. Assumptions on soil type and related trucking costs if any.

Task 5 - Design Phase Support – Document Review

- Available to provide interpretations of geotechnical recommendations as requested by Architect, Structural Engineer, or other design consultants, as well as responses to DSA Plan Check comments.
- Provide clarifications and responses to CGS review comments.
- Review DSA Plan Check submittal grading, foundation, landscape, and utility plans and specifications to confirm conformance with the geotechnical recommendations and provide a plan review letter.

A marked-up PDF of the Topo site plan has been prepared by the District and is included in the attachments. It outlines the areas of new construction and site improvements.

END OF EXHIBIT A

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

Attached both straight time and overtime rates here.

Staff Type	**Hourly Rate**
Principal Engineer/Geologist/Environmental Scientist	$ 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
Geotechnical/Environmental/Laboratory Assistant	$ 95
Information Specialist	$ 90
Data Processor	$ 75
Technician	$ 110
Technician (Overtime)	$ 165
Technician (Double Time)	$ 220

END OF EXHIBIT B

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: 5/22/2026

Name of Consultant: Ninyo & Moore

Signature: 

Print Name and Title: Ransom Hennefer, Principal Engineer

(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.)

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☒ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

Date: 5/22/2026

Name of Consultant: Ninyo & Moore

Signature: 

Print Name: Ransom Hennefer

Title: Principal Engineer

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 5/22/2026

Name of Consultant: Ninyo & Moore

Signature: 

Print Name: Ransom Hennefer

Title: Principal Engineer

ZFA STRUCTURAL ENGINEERS
601 montgomery | suite 1450 | san francisco 94111 | 415.243.4091 | zfa.com
Engineer: lindseyb | Date: 04/03/2026

ZFA Markup Notes:

1. Markups provided are based on concept plans provided by CAW on 4/1/2026.

2. Defer to Geotech to determine final number of borings coordinated with minimum requirements outlined in 2025 CBC 1803A.1 and knowledge of the existing site conditions.

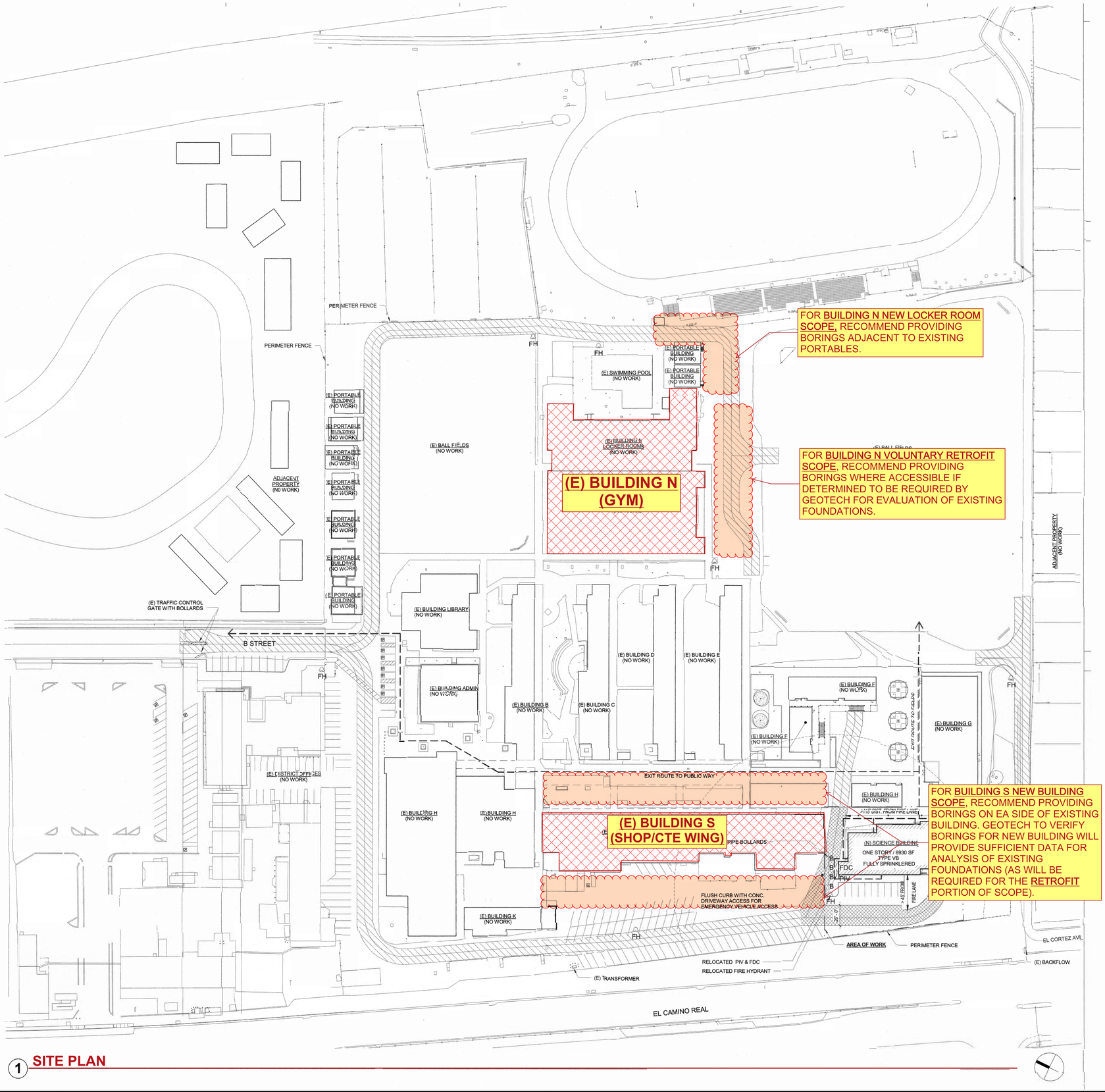
3. For new building scope, Geotechnical Investigation to comply with 2025 CBC/ASCE7-22 (with DSA "A" Chapter Amendments).

4. For existing building retrofit scope, Geotechnical Investigation to comply with ASCE 41-23 and 2025 CEBC with DSA "A" Chapter Amendments.

5. If a rehabilitation is triggered (thus requiring an EDCR), a geohazard report will be required per CBC 1803A.6. The EDCR will require definition of geological hazards in accordance with CEBC Section 323.1 and DSA IR EB-3.

6. If ancillary site scope is anticipated like scoreboards, light poles, etc. recommend providing parameters for drilled piers.

7. The updates provided in ASCE 7-22 have placed an emphasis on direct measurements of shear wave velocity as opposed to correlations. Recommend testing to determine shear wave velocity using SPT's, geophysical survey, or other methods to classify site per ASCE 7-22 Chapter 20 and Section 11.4.2.



1 **SITE PLAN**



NORTH **SITE PLAN - GOOGLE EARTH VIEW**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Approval of Amendment No. 4 to the Independent Consultant Agreement with ProTech Consulting and Engineering, Inc. for Hazardous Materials Consulting Services for the El Camino High School Central Kitchen and Cafeteria Project under the Measure T Bond Program

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

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

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

This agreement modification covers additional services related to unforeseen construction-phase asbestos and lead abatement testing and monitoring, including the

storefronts above the cafeteria and the teacher's lounge tiles beneath existing carpet for the El Camino HS Central Kitchen project. Additional asphalt testing for asbestos is required for the revised accessibility path of travel work.

FISCAL IMPLICATIONS:

The total cost of the additional services is $34,725.00 This will be paid for through the Measure T Bond Program (Fund 21).

Agreement	Date	Total
Original Agreement	March 1, 2024	$12,145.00
Amendment No. 1	April 29, 2024	$1,900.00
Amendment No. 2	April 11, 2025	$48,899.00
Amendment No. 3	September 11, 2025	$19,200.00
Amendment No. 4	June 11, 2026	$34,725.00
Total Amended Compensation		**$ 116,869.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment No. 4 to the independent consultant agreement with ProTech Consulting and Engineering, Inc. for additional services related to construction-phase asbestos and lead abatement testing and monitoring in the amount of $34,725.00.

AMENDMENT NO. 4
TO
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT
FOR HARZARDOUS MATERIALS CONSULTING SERVICES
WITH
PROTECH CONSULTING & ENGINEERING, INC.
(Agreement # 24016)

June 11, 2026

Amendment No. 4 to the Agreement for Hazardous Materials Consulting Services for El Camino HS Central Kitchen & Renovation Project as approved by the Board on June 11, 2026.

The work includes additional construction-phase Hazardous Materials Observations and Testing for the El Camino HS Central Kitchen & Cafeteria Project.

Section 4 Compensation, compensation under section 4.0 is amended and summarized below to reflect the added construction-phase Hazardous Materials Observations services associated with the El Camino HS Central Kitchen & Renovation Project

District agrees to pay Consultant for services satisfactorily rendered pursuant to this Amendment a total fee not to exceed **One Hundred Sixteen Thousand Eight Hundred Sixty-Nine Dollars** (**$116,869.00**). District shall pay Consultant according to the following terms and conditions:

Service	Unit Type	Unit Qty	Unit Fee	Total
Professional Services				
Project Monitoring - Cafeteria Storefront				
Pre-job: submittal review	Service	1	$600.00	$600.00
Project monitoring, background environmental sampling	Standard Shift	1	$1,200.00	$1,200.00
Project monitoring, inspections, field documentation, sample collection, sample processing	Standard Shift	10	$960.00	$9,600.00
Post-work inspections & monitoring/testing	Service	1	$1,040.00	$960.00
Report – data processing	Hour	8	$95.00	$760.00
Project management, data review, technical report, and certification	Hour	6	$225.00	$1,350.00
			PM Cafeteria	**$14,470.00**
Project Monitoring - Teachers' Lounge				
Project monitoring, background environmental sampling	Standard Shift	1	$960.00	$1,200.00
Project monitoring, inspections, field documentation, sample collection, sample processing	Standard Shift	5	$960.00	$4,800.00
Report – data processing	Hour	6	$95.00	$570.00
Project management, data review, technical report, and certification	Hour	4	$225.00	$900.00
			PM Lounge	**$7,470.00**
POU Lead Waster Testing				

Site survey, data collection, field documentation, sample collection, sample processing	Service	1	$1,680.00	$1,680.00
Report – data compilation, report draft, review	Hour	4	$95.00	$380.00
Project management, data review, technical report, and certification	Hour	4	$225.00	$900.00
			Pb Water Cafeteria	$2,960.00
ADA Path - Asphalt Testing for Asbestos				
Site survey, data collection, field documentation, sample collection, sample processing	Service	1	$1,200.00	$1,200.00
Report – data compilation, report draft, review	Hour	4	$95.00	$380.00
Project management, data review, technical report, and certification	Hour	2	$225.00	$450.00
			ADA Path	$2,030.00
			PS Total	*$26,930.00*

Laboratory				
Project Monitoring - Cafeteria Storefront				
Asbestos Air - Phase contract microscopy (PCM) - NIOSH 7400A	Sample	35	$25.00	$875.00
Asbestos Air - Transmission electron microscopy (TEM) – AHERA	Sample	5	$220.00	$1,100.00
QA/QC Asbestos Air - TEM – NIOSH 7402	Sample	1	$230.00	$230.00
Lead Air – Inductive Coupled Plasma (ICP) - NIOSH Method 7300 - 4 day TAT	Sample	10	$115.00	$1,150.00
Lead Wipe - Atomic absorption spectroscopy (AAS)	Sample	10	$40.00	$400.00
Lead Soil - Atomic absorption spectroscopy (AAS)	Sample	4	$65.00	$260.00
			PM Cafeteria	$4,015.00
Project Monitoring - Teachers' Lounge				
Asbestos Air - Phase contract microscopy (PCM) - NIOSH 7400A	Sample	15	$25.00	$875.00
Asbestos Air - Transmission electron microscopy (TEM) – AHERA	Sample	5	$220.00	$1,100.00
QA/QC Asbestos Air - TEM – NIOSH 7402	Sample	1	$230.00	$230.00
			PM Lounge	$2,205.00

POU Lead Waster Testing				
Sample supplies	Item	1	$75.00	$75.00
Lead water - EPA 306-NA21 - **RUSH** Analysis	Sample	5	$200.00	$1,000.00
			Pb Water Cafeteria	$1,075.00
ADA Path - Asphalt Testing for Asbestos				
Asbestos bulk: Polarized light microscopy (PLM) – EPA 600/R-93-116	Sample	20	$25.00	$500.00
			ADA Path	$500.00
			Lab Total	*$7,795.00*

Amendment #4 Total Fee: $34,725.00

Compensation under the Agreement as stated in Section 4.0; and is updated and summarized below.

Agreement	Date	Total
Contract Amount *(2615-23g.R3)*	January 15, 2024	$12,145.00
Amendment No. 1 *(2688-24gk.R1)*	March 21, 2024	$1,900.00
Amendment No. 2 *(2838-25gk)*	March 27, 2025	$48,899.00
Amendment No. 3 (2921-25_EWA)	September 11, 2025	$19,200.00
Amendment No. 4(3038-26gk_R1)	June 11, 2026	$34,725.00
Total Amended Compensation		**$ 116,869.00**

No other sections of the Independent Consultant Agreement are modified in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment. This Amendment consists of 4 pages, with Consultant's Proposal attached.

By _____ _____
Ted O
Assistant Superintendent - Business Services
South San Francisco Unified School District
Date

By _____ May 29, 2026
Glen Koutz
Owner
Protech Consulting & Engineering
Date

ProTech
Consulting & Engineering

1208 Main Street
Redwood City, CA 94063

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

Project Support Proposal

Limited & Selective Project Monitoring & Testing Services

• Asbestos Containing Materials (ACM) •
• Lead-Based Paint (LBP) •

Revised **May 29, 2026**

Client

Calvin Wong
South San Francisco Unified School District
398 B Street
South San Francsico, CA 94080

Proposal Delivery

Proposal No.:	**3038-26gk_R1**
Via Email:	**clwong@ssfusd.org**
Pages:	**05**

Project	**El Camino High School** 1320 Mission Road South San Francsico	**Asbestos Abatement Monitoring Services** Cafeteria Storefront Renovation

Service Areas Limits

The proposed work areas have been determined by the Client. ProTech's services will be limited exclusively to the following areas:

- Cafeteria Storefront - Project Monitoring Services
- Cafeteria POU Water testing - Lead (Pb) Testing
- ADA Path of Travel improvement areas - Asbestos Testing of Asphalt
- Teachers' lounge - Project Monitoring Services (asbestos floor mastic removal)

Project Description

ProTech will perform asbestos abatement monitoring services for the Cafeteria Storefront and Teachers' Lounge, lead (Pb) water testing of newly installed point-of-use (POU) fixtures in the cafeteria, and asbestos testing of asphalt within the ADA Path of Travel improvement areas.

Proposal

ProTech is pleased to submit this proposal for limited and selective environmental consulting services. The scope of work outlined below is specifically tailored to the client's request and excludes any services not explicitly stated. No additional work beyond the defined scope is implied or included. We encourage the client to review this proposal thoroughly to ensure clarity and confirm alignment with their expectations. Thank you for considering ProTech for this project; we look forward to delivering high-quality services within the agreed parameters.

Project Description

The work to be monitored consists of the limited removal of exterior asbestos-containing material (ACM) lath and plaster, including associated overspray, as well as lead-related work on structural steel along the cafeteria window line. This work is associated with the cafeteria storefront renovation.

The purpose of this work is to expose the structural steel window header (beam) to accommodate the installation of new structural attachments as part of the cafeteria modernization project.

CONSULTING SCOPE OF WORK

ProTech will provide environmental consulting services in support of asbestos abatement and lead-related construction activities. Upon completion of services, a final report will be issued summarizing analytical results, field observations, and evaluations in accordance with applicable regulatory and industry standards.

PROJECT MONITORING - CAFETERIA STOREFRONT & TEACHERS' LOUNGE

BACKGROUND ENVIRONMENTAL SAMPLING

ProTech will collect background samples to establish baseline environmental conditions prior to the commencement of work. These samples will serve as a reference for evaluating conditions during active work and post-remediation activities, and for assessing potential changes resulting from project operations.

- **Asbestos air samples:** Phase Contrast Microscopy (PCM)
- **Lead air samples:** Atomic Absorption Spectroscopy (AAS) - as applicable
- **Lead wipe samples:** Atomic Absorption Spectroscopy (AAS) - as applicable
- **Lead soil samples:** Atomic Absorption Spectroscopy (AAS) - as applicable

PRE-WORK CONTAINMENT INSPECTION

One (1) area – Inspect regulated work areas prior to the commencement of work to verify the proper installation and integrity of containment systems, engineering controls, decontamination units, and regulated area demarcation.

DAILY AIR MONITORING AND INSPECTIONS

Ten (10) standard day shifts – Perform perimeter air monitoring in non-regulated areas adjacent to active work zones to assess the effectiveness of containment, engineering controls, and work practices. Air sampling will be conducted during active regulated work and analyzed using Phase Contrast Microscopy (PCM) for airborne fiber concentrations as an indicator of potential asbestos exposure, and Atomic Absorption Spectroscopy (AAS) for lead.

CONFIRMATORY TEM ANALYSIS (NIOSH 7402)

As needed – Budget one (1) – PCM air samples indicating non-compliance or elevated fiber concentrations may be further analyzed using Transmission Electron Microscopy (TEM) in accordance with NIOSH Method 7402 to determine the presence or absence of asbestos fibers. Analysis will be performed by an accredited laboratory.

FINAL VISUAL INSPECTION

One (1) area – Upon completion of work involving regulated materials, conduct a visual inspection of the work areas to verify removal of materials of concern, confirm no visible debris remains, and document compliance with project cleanliness standards prior to clearance or final verification testing.

FINAL AIR CLEARANCE SAMPLING

One (1) work area – Following satisfactory visual inspection, perform final clearance air sampling in accordance with EPA 40 CFR Part 763 (AHERA). Samples will be collected and analyzed by Transmission Electron Microscopy (TEM) to verify compliance with applicable clearance criteria and support re-occupancy of the work area.

LEAD (PB) WATER TESTING - CAFETERIA NEW POU SOURCES

Testing Locations

ProTech will collect potable water samples from newly installed Point-of-Use (POU) drinking water fixtures identified by the District. Sampling locations may include drinking fountains, bottle filling stations, filtered water dispensers, classroom sinks designated for drinking water, and other potable water outlets intended for student or staff consumption.

First-Draw Water Sampling

First-draw water samples will be collected from each designated POU source following a stagnation period of approximately eight (8) to eighteen (18) hours. Samples will be collected prior to fixture use to evaluate lead concentrations potentially associated with the newly installed fixture and related plumbing components.

Flushed Water Sampling

Following collection of first-draw samples, the selected POU source(s) will be flushed in accordance with the approved sampling protocol. Post-flush samples may be collected as requested by the District to assist in evaluating water quality conditions following fixture flushing.

Sample Collection

Potable water samples will be collected using laboratory-supplied containers and preserved as required by the analytical method. All samples will be collected by trained ProTech personnel using established sampling procedures.

Sample Identification & Chain 0f Custody

Each sample container will be assigned a unique identification number and documented on ProTech's Chain-of-Custody (COC) form. Samples will remain under documented custody and control from collection through laboratory receipt.

Laboratory Analysis

Samples will be submitted to an ELAP-certified laboratory for analysis of lead (Pb) utilizing EPA Method 200.8, or approved equivalent methodology. Analytical reporting limits will be suitable for comparison to applicable drinking water guidance and regulatory criteria.

ASBESTOS SURVEY - ADA PATH OF TRAVEL

SITE RECONNAISSANCE

ProTech will perform a limited and selective asbestos survey of asphalt-concrete paving materials located within the proposed ADA Path of Travel improvement areas. The survey will consist of a visual assessment of accessible paving materials anticipated to be disturbed by the planned construction activities. Suspect materials will be identified, documented, and grouped into homogeneous areas based upon observable material characteristics.

ASPHALT BULK SAMPLING

Representative bulk samples of asphalt-concrete paving materials will be collected from the proposed work areas and submitted for laboratory analysis to determine the presence or absence of asbestos-containing materials (ACM). Sample quantities and locations will be selected based upon observed site conditions, project requirements, and applicable regulatory standards.

LABORATORY ANALYSIS

Bulk samples will be submitted to an accredited laboratory for asbestos analysis utilizing Polarized Light Microscopy (PLM) and additional analytical methods, as appropriate, for asphalt-containing materials.

REPORTING

Upon completion of field and laboratory services, ProTech will prepare a report summarizing field observations, sample locations, analytical results, and conclusions regarding the presence or absence of asbestos-containing materials within the defined project area.

COMPENSATION

It is proposed that the fee for the services be structured as a lump-sum amount for professional services, with unit costs applied on a per-sample basis for samples collected and analyzed. Estimated sample quantities are based on the outlined scope of services and current site information. Final costs associated with sampling and laboratory analysis will be based on the actual number of samples collected and analyzed in accordance with the standard unit fee schedule. The anticipated cost breakdown is summarized below.

Service	Unit Type	Unit Qty	Unit Fee	Total
Professional Services				
Project Monitoring - Cafeteria Storefront				
Pre-job: submittal review	Service	1	$600.00	$600.00
Project monitoring, background environmental sampling	Standard Shift	1	$1,200.00	$1,200.00
Project monitoring, inspections, field documentation, sample collection, sample processing	Standard Shift	10	$960.00	$9,600.00
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Report – data processing	Hour	8	$95.00	$760.00
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Project monitoring, inspections, field documentation, sample collection, sample processing	Standard Shift	5	$960.00	$4,800.00
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POU Lead Waster Testing				

Site survey, data collection, field documentation, sample collection, sample processing	Service	1	$1,680.00	$1,680.00
Report – data compilation, report draft, review	Hour	4	$95.00	$380.00
Project management, data review, technical report, and certification	Hour	4	$225.00	$900.00
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ADA Path - Asphalt Testing for Asbestos				
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ADA Path - Asphalt Testing for Asbestos				
Asbestos bulk: Polarized light microscopy (PLM) – EPA 600/R-93-116	Sample	20	$25.00	$500.00
			ADA Path	**$500.00**
			Lab Total	***$7,795.00***

Project Fee Total $34,725.00

Fee Notes

- **Extra Work:**
  Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis as quoted above. For any units not specified above, charges will be in accordance with ProTech's standard fee schedule.
- **Budget & Task Allocation:**
  We consider all tasks and the final budget as a whole, allowing flexibility to reallocate pricing among different line items as needed.

Client Provisions

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor plans
- Parking

Project Limitations

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

Terms & Conditions

1. **Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.
2. **Scope of Service**: ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.

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

Optional Insurance Coverage

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

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

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

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

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

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

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

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

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

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

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

We appreciate this opportunity to be of service to you. Please feel free to contact me at **(650) 569-4020** regarding any questions you may have concerning this proposal.

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 11, 2026

RE: Approve Resolution No. 26-55 Supporting Award of Lease Lease-Back (Site Lease and Facilities Lease) Agreement and Authorization to Enter into Lease-Leaseback (Site Lease and Facilities Lease) Agreement with Landmark Constructors, Inc. for the Monte Verde 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 28, 2019, the District's Board of Trustees ("Board") adopted Administrative Regulation No. 3311.2, regarding required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406. AR 3311.2 was amended on February 18, 2021.

Only person, firms, partnerships, corporations, associations, or professional organizations that were approved by the South San Francisco Unified School District Board of Trustees on May 8, 2025, as part of the lease-leaseback contractor pool associated with RFQ #25-001 were permitted to submit proposals.

The District incorporated the Best Value Methodology into the Request for Proposals ("RFP") for the Project, which was issued and publicly advertised the and San Mateo County Times, once a week for two weeks, commencing on February 16, 2026, and

completed on February 23, 2026, and also advertised in the Dodge Construction Network, commencing on February 16, 2026, through March 1, 2026; The District received two (2) proposals.

District staff and District consultants reviewed the proposals submitted in response to the RFP in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required as well as additional information presented during the interview phase.

Landmark Constructors, Inc. received the highest score and is found to be the best value for the project. District staff negotiated the Lease-Leaseback Agreement for the Project with Landmark Constructors, Inc.

District staff seek Board approval of the award of the Lease-Leaseback (Site Lease and Facilities Lease) Agreements to Landmark Constructors, Inc.

FISCAL IMPLICATIONS:

Initial fiscal impact for preconstruction services only in the amount of $63,324.00, which includes $19,824.00 for preconstruction services and $43,500.00 in Allowances for On-site Evaluation of Existing Conditions/Site Investigations. After the preconstruction services are completed and the Guaranteed Maximum Price (construction cost) is negotiated, the Facilities Lease agreement will be amended to add the Guaranteed Maximum Price and Project Schedule.

The Measure T Bond Program (Fund 21) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve, pass, and adopt Resolution No. 26-55 supporting the award of the Lease Lease-Back (Site Lease and Facilities Lease) Agreements for the Monte Verde Elementary School Modernization Project and authorize District staff to enter into the Lease-Leaseback Agreements with Landmark Constructors, Inc. in the amount of $63,324.00.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 26-55
AWARD OF LEASE-LEASEBACK AGREEMENTS FOR MONTE VERDE ELEMENTARY SCHOOL MODERNIZATION PROJECT

WHEREAS, the South San Francisco Unified School District ("District") is currently undertaking a project known as the Monte Verde Elementary School Modernization Project ("Project"); and

WHEREAS, on February 28, 2019, the District's Board of Trustees ("Board") adopted Administrative Regulation No. 3311.2, regarding required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406; and

WHEREAS, on February 18, 2021, the Board adopted a revised Administrative Regulation No. 3311.2;

WHEREAS, only person, firms, partnerships, corporations, associations, or professional organizations that were approved by the South San Francisco Unified School District Board of Trustees on May 8, 2025, as part of the lease-leaseback contractor pool associated with RFQ #25-001 are permitted to submit proposals.
WHEREAS, attached hereto as Exhibit "A" to this Resolution is a copy of the Proof of Publication; and

WHEREAS, the District incorporated the Best Value Methodology into the Request for Proposals ("RFP") for the Project, which was issued and publicly advertised in the and San Mateo County Times, once a week for two weeks, commencing on February 16, 2026, and completed on February 23, 2026, and also advertised in the Dodge Construction Network, commencing on February 16 and completed on March 1, 2026; the District received two (2) proposals; and

WHEREAS, District staff, in conjunction with District consultants, have reviewed proposals for the Project submitted in response to RFP in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, after consideration of all of the proposals, the Board hereby awards the Site Lease and Facilities Lease Agreements ("Agreement") to Landmark Constructors, Inc, ("LLB Entity"), who was the highest ranked respondent according to the adopted Best Value Methodology, for the Project; and
WHEREAS, LLB Entity has been prequalified pursuant to Public Contract Code section 20111.6; and

WHEREAS, Education Code section 17406 provides that the school district governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award; and

WHEREAS, attached hereto as Exhibit "B" to this Resolution is a copy of the written findings of the Board supporting the Board's award of the Preliminary Services Construction Agreement, Exhibit L, Lease-Leaseback Agreements to LLB Entity for the Project.

EXHIBIT "A"
PROOF OF PUBLICATIONS

San Mateo County Times
(510) 723-2850

)308

SO. SAN FRANCISCO USD
GARZETTA BILLINGSLEA, ACCTS PAYABLE
398 B ST.
SOUTH SAN FRANCISCO, CA 94080

PROOF OF PUBLICATION

FILE NO. RFP 26-004

San Mateo County Times

The undersigned deposes that he/she is the Public Notice Advertising Clerk of the SAN MATEO COUNTY TIMES, a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of San Mateo (Order Nos. 55795 on September 21, 1951), which is published and circulated in said county and state daily (Sunday excepted).

The PUBLIC NOTICE

was published in every issue of the SAN MATEO COUNTY TIMES on the following date(s):

02/16/2026, 02/23/2026

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Rio Vista, California.
On this 23th day of February, 2026.

Public Notice Advertising Clerk

Legal No. **0006949736**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS (RFP #26-004)
LEASE-LEASEBACK PRELIMINARY CONSTRUCTION SERVICES FOR:
MONTE VERDE ELEMENTARY SCHOOL MODERNIZATION

South San Francisco Unified School District ("District") is seeking proposals from pre-qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide pre-construction services including constructability review, value engineering, master scheduling, cost estimating, budgeting, logistics planning, site investigations and construction services for the development and construction for the **MONTE VERDE ELEMENTARY SCHOOL MODERNIZATION** ("Project"), under the District's Measure T Bond Program, in accordance with the lease-leaseback structure set forth in Education Code section 17406, et seq.

Only persons, firms, partnerships, corporations, associations, or professional organizations that were approved by the South San Francisco Unified School District Board of Trustees on May 8, 2025, as part of the lease-leaseback contractor pool associated with RFQ #25-001 will be permitted to submit proposals. Proposals received by entities not within this category will not be opened.

The Request for Proposals ("RFP"), which includes instructions for its completion, will be posted on SSFUSD's website on **Monday, February 16, 2026**, at the following link: https://www.ssfusd.org/apps/pages/construction, under Measure T Bond Projects. Respondents to this RFP shall submit a complete proposal (collectively called "RFP Submittal.") **All RFP Submittals are due by 4:00 p.m. Friday, April 10, 2026.** Any RFP Submittal that is submitted after this time shall be nonresponsive.

Respondents must be prequalified through PQ Bids, prior to submitting a completed RFP Submittal. Please use the link to PQBids at https://pqbids.com/ssfusd/, or located on the district website at https://www.ssfusd.org/apps/pages/construction.

Each Respondent may attend one of the two **voluntary** information site walk meetings listed below at the Monte Verde ES campus located at 2551 St. Cloud Drive San Bruno, CA 94066.

- **Voluntary Site Walk #1 at 3:00 PM, Tuesday, March 3, 2026.**
- **Voluntary Site Walk #2 at 3:00 PM, Monday, March 9, 2026.**

Site walks are voluntary and not a requirement for RFP submittal eligibility. There will be no access to the campus beyond these dates.

Questions regarding this RFP may be directed to **Calvin Wong at** clwong@ssfusd.org and must be submitted in writing via email by **4:00 PM, Friday, March 20, 2026** .

This Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code § 1771.4, and skilled and trained workforce requirement pursuant to Public Contract Code § 2600. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code § 1725.5. All Respondents must be prequalified by the District in accordance with Public Contract Code § 20111.6. First tier electrical, mechanical and plumbing subcontractors must be prequalified prior to the time subcontractor bids are submitted. Prequalification must occur through PQ Bids.

SMCT 6949736; Feb. 16, 23, 2026

DODGE CONSTRUCTION NETWORK

8672076-0-94896

AFFIDAVIT

Dodge Construction Network
Digital Publication Affidavit

State of CA
County of SAN MATEO

I, Gia Fioravanti am an authorized representative of Dodge Construction Network, operating the website/platform:

This affidavit is provided on behalf of SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT,whose principal business address is located in County of SAN MATEO, State of CA

1. The following notice/documented titled "RFP-SSFUSD-#26-004-FOR, MONTE VERDE ES MODERNIZATION PROJECT" was published on our digital platform:
    - Website URL: https://www.thebluebook.com/products/public-notices/
    - Date(s) of Publication: 2026-02-16 to 2026-03-01
2. Below links to a true and accurate copy of the published material and proof of publication from the platform:
    - Publication Link: https://www.thebluebook.com/public-notices/south-san-francisco-unified-school-district/rfpssfusd26004formonteverdeesmodernizationproject.html
3. The publication was accessible to the public and remained posted for the entire period stated above.

Signature:



Printed Name: Gia Fioravanti
Date: 2026-02-16

EXHIBIT "B"
FINDINGS REGARDING THE AWARD OF THE LEASE-LEASEBACK AGREEMENTS FOR SOUTH SAN FANCISCO UNIFIED SCHOOL DISTRICT MONTE VERDE ELEMENTARY SCHOOL MODERNIZATION PROJECT

WHEREAS, LLB Entity received 29 out of 30 points for Technical Experience; and

WHEREAS, LLB Entity received 29 out of 30 points for Staffing; and

WHEREAS, LLB Entity received 38 out of 40 points for Price Points and

WHEREAS, LLB Entity overall combined score was 96 out of 100 points, based on RFP evaluation criteria, which was the greatest number of points in accordance with the methodology described in the RFP, and was ranked as the best value to the District out of the six (6) proposals submitted.

NOW THEREFORE, BE IT RESOLVED, that the South San Francisco Unified School District Board of Trustees hereby determines and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Proposals issued by the District.

Section 3. That LLB Entity provided the proposal with the best value to the District, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That, based on the foregoing, it is in the best interest of the District to award the Lease-Leaseback Agreements to LLB Entity for the Project.

Section 5. That the Superintendent, or designees, are authorized to enter into the Lease-Leaseback Agreements with LLB Entity, to negotiate and finalize the Guaranteed Maximum Price and any amendments, and to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

ADOPTED AND APPROVED by the Board of Trustees of the South San Francisco Unified School District this 11th day of June, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Patricia Murray
President, Board of Trustees of the
South San Francisco Unified School District

Attested to:

_____

Amy Lam
Clerk, Board of Trustees of the
South San Francisco Unified School District

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

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

DATE: June 25, 2026

RE: Adopt Resolution No. 26-56 Supporting Award of Lease Lease-Back (Site Lease and Facilities Lease) Agreement and Authorization to Enter into Lease-Leaseback (Site Lease and Facilities Lease) Agreement with Landmark Constructors, Inc. for the Spruce 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 28, 2019, the District's Board of Trustees ("Board") adopted Administrative Regulation No. 3311.2, regarding required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406. AR 3311.2 was amended on February 18, 2021.

Only person, firms, partnerships, corporations, associations, or professional organizations that were approved by the South San Francisco Unified School District Board of Trustees on May 8, 2025, as part of the lease-leaseback contractor pool associated with RFQ #25-001 were permitted to submit proposals.

The District incorporated the Best Value Methodology into the Request for Proposals ("RFP") for the Project, which was issued and publicly advertised the and San Mateo County Times, once a week for two weeks, commencing on March 23, 2026, and completed on April 5, 2026, and also advertised in the Dodge Construction Network,

commencing on March 23, 2026, through April 5, 2026; The District received three (3) proposals.

District staff and District consultants reviewed the proposals submitted in response to the RFP in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required as well as additional information presented during the interview phase.

Landmark Constructors, Inc. received the highest score and is found to be the best value for the project. District staff negotiated the Lease-Leaseback Agreement for the Project with Landmark Constructors, Inc.

District staff seek Board approval of the award of the Lease-Leaseback (Site Lease and Facilities Lease) Agreements to Landmark Constructors, Inc.

FISCAL IMPLICATIONS:

Initial fiscal impact for preconstruction services only in the amount of $68,623.00, which includes $18,623.00 for preconstruction services and $50,000.00 in Allowances for On-site Evaluation of Existing Conditions/Site Investigations. After the preconstruction services are completed and the Guaranteed Maximum Price (construction cost) is negotiated, the Facilities Lease agreement will be amended to add the Guaranteed Maximum Price and Project Schedule.

The Measure T Bond Program (Fund 21) will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve, pass, and adopt Resolution No. 26-56 supporting the award of the Lease Lease-Back (Site Lease and Facilities Lease) Agreements for the Spruce Elementary School Modernization Project and authorize District staff to enter into the Lease-Leaseback Agreements with Landmark Constructors, Inc. in the amount of $68,623.00.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 26-56
AWARD OF LEASE-LEASEBACK AGREEMENTS FOR SPRUCE ELEMENTARY SCHOOL MODERNIZATION PROJECT

WHEREAS, the South San Francisco Unified School District ("District") is currently undertaking a project known as the Spruce Elementary School Modernization Project ("Project"); and

WHEREAS, on February 28, 2019, the District's Board of Trustees ("Board") adopted Administrative Regulation No. 3311.2, regarding required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406; and

WHEREAS, on February 18, 2021, the Board adopted a revised Administrative Regulation No. 3311.2;

WHEREAS, only person, firms, partnerships, corporations, associations, or professional organizations that were approved by the South San Francisco Unified School District Board of Trustees on May 8, 2025, as part of the lease-leaseback contractor pool associated with RFQ #25-001 are permitted to submit proposals. WHEREAS, attached hereto as Exhibit "A" to this Resolution is a copy of the Proof of Publication; and

WHEREAS, the District incorporated the Best Value Methodology into the Request for Proposals ("RFP") for the Project, which was issued and publicly advertised in the and San Mateo County Times, once a week for two weeks, commencing on March 23, 2026, and completed on March 30, 2026, and also advertised in the Dodge Construction Network, commencing on March 23, 2026 and completed on April 5, 2026; the District received three (3) proposals; and

WHEREAS, District staff, in conjunction with District consultants, have reviewed proposals for the Project submitted in response to RFP in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, after consideration of all of the proposals, the Board hereby awards the Site Lease and Facilities Lease Agreements ("Agreement") to Landmark Constructors, Inc. ("LLB Entity"), who was the highest ranked respondent according to the adopted Best Value Methodology, for the Project; and

WHEREAS, LLB Entity has been prequalified pursuant to Public Contract Code section 20111.6;

WHEREAS, Education Code section 17406 provides that the school district governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award; and

WHEREAS, attached hereto as Exhibit "B" to this Resolution is a copy of the written findings of the Board supporting the Board's award of the Preliminary Services Construction Agreement, Exhibit L, Lease-Leaseback Agreements to LLB Entity for the Project.

EXHIBIT "A"
PROOF OF PUBLICATIONS

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS (RFP #26-005)
LEASE-LEASEBACK PRELIMINARY CONSTRUCTION SERVICES FOR:
SPRUCE ELEMENTARY SCHOOL MODERNIZATION

South San Francisco Unified School District ("District") is seeking proposals from pre-qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide pre-construction services including constructability review, value engineering, master scheduling, cost estimating, budgeting, logistics planning, site investigations and construction services for the development and construction for the **SPRUCE ELEMENTARY SCHOOL MODERNIZATION** ("Project"), under the District's Measure T Bond Program, in accordance with the lease-leaseback structure set forth in Education Code section 17406, et seq.

Only persons, firms, partnerships, corporations, associations, or professional organizations that were approved by the South San Francisco Unified School District Board of Trustees on May 8, 2025, as part of the lease-leaseback contractor pool associated with RFQ #25-001 will be permitted to submit proposals. Proposals received by entities not within this category will not be opened.

The Request for Proposals ("RFP"), which includes instructions for its completion, will be posted on SSFUSD's website on **Monday, March 23, 2026**, at the following link: https://www.ssfusd.org/apps/pages/construction, under Measure T Bond Projects. Respondents to this RFP shall submit a complete proposal (collectively called "RFP Submittal.") **All RFP Submittals are due by 4:00 p.m. Friday, May 8, 2026.** Any RFP Submittal that is submitted after this time shall be nonresponsive.

Respondents must be prequalified through PQ Bids, prior to submitting a completed RFP Submittal. Please use the link to PQBids at https://pqbids.com/ssfusd/, or located on the district website at https://www.ssfusd.org/apps/pages/construction,

Each Respondent may attend one of the two **voluntary** information site walk meetings listed below at the Spruce ES campus located at 501 Spruce Ave, South Francisco CA 94080.

- **Voluntary Site Walk #1 at 3:00 PM, Tuesday, April 7, 2026.**
- **Voluntary Site Walk #2 at 3:00 PM, Monday, April 13, 2026.**

Site walks are voluntary and not a requirement for RFP submittal eligibility. There will be no access to the campus beyond these dates.

Questions regarding this RFP may be directed to **Calvin Wong at** clwong@ssfusd.org and must be submitted in writing via email by **4:00 PM, Wednesday, April 22, 2026**.

This Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code § 1771.4, and skilled and trained workforce requirement pursuant to Public Contract Code § 2600. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code § 1725.5. All Respondents must be prequalified by the District in accordance with Public Contract Code § 20111.6. First tier electrical, mechanical and plumbing subcontractors must be prequalified prior to the time subcontractor bids are submitted. Prequalification must occur through PQ Bids.

SMCT 6956306; Mar. 23, 30, 2026

DODGE CONSTRUCTION NETWORK

8672076- 95120

AFFIDAVIT

Dodge Construction Network
Digital Publication Affidavit

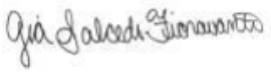
State of CA
County of SAN MATEO

I, Gia Fioravanti am an authorized representative of Dodge Construction Network, operating the website/platform:

This affidavit is provided on behalf of SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT,whose principal business address is located in County of SAN MATEO, State of CA

1. The following notice/documented titled "RFP#26-005-SSFUSD-LEASE-LEASEBACK PRELIM CONST SRVCS-FOR, SPRUCE ES MODERNIZATION PROJECT" was published on our digital platform:
    - Website URL: https://www.thebluebook.com/products/public-notices/
    - Date(s) of Publication: 2026-03-23 to 2026-04-05
2. Below links to a true and accurate copy of the published material and proof of publication from the platform:
    - Publication Link: https://www.thebluebook.com/public-notices/south-san-francisco-unified-school-district/rfp26005ssfusdleaseleasebackprelimconstsrvcsforsprucees.html
3. The publication was accessible to the public and remained posted for the entire period stated above.

Signature:



Printed Name: Gia Fioravanti
Date: 2026-03-23

EXHIBIT "B"
FINDINGS REGARDING THE AWARD OF THE LEASE-LEASEBACK AGREEMENTS FOR SOUTH SAN FANCISCO UNIFIED SCHOOL DISTRICT SPRUCE ELEMENTARY SCHOOL MODERNIZATION PROJECT

WHEREAS, LLB Entity received 24 out of 25 points for Technical Experience; and

WHEREAS, LLB Entity received 25 out of 25 points for Staffing; and

WHEREAS, LLB Entity received 29 out of 30 points for Price Points and

WHEREAS, LLB Entity overall combined score was 78 out of 100 points, based on RFP evaluation criteria, which was the greatest number of points in accordance with the methodology described in the RFP, and was ranked as the best value to the District out of the three (3) proposals submitted.

NOW THEREFORE, BE IT RESOLVED, that the South San Francisco Unified School District Board of Trustees hereby determines and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Proposals issued by the District.

Section 3. That LLB Entity provided the proposal with the best value to the District, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That, based on the foregoing, it is in the best interest of the District to award the Lease-Leaseback Agreements to LLB Entity for the Project.

Section 5. That the Superintendent, or designees, are authorized to enter into the Lease-Leaseback Agreements with LLB Entity, to negotiate and finalize the Guaranteed Maximum Price and any amendments, and to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

ADOPTED AND APPROVED by the Board of Trustees of the South San Francisco Unified School District this 11th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Patricia Murray
President, Board of Trustees of the
South San Francisco Unified School District

Attested to:

_____
Amy Lam
Clerk, Board of Trustees of the
South San Francisco Unified School District

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2026

RE: Adoption of Resolution #26-57, Budgetary Increases and Transfers

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ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

Per Education Code Sections 42601 and 85201, the San Mateo County Office of Education Superintendent of Schools needs a Board authorized resolution to make any necessary transfers or budget adjustments to permit payment of obligations of the district at year-end.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended the Board of Trustees adopt Resolution #26-57 authorizing the San Mateo County Office of Education Superintendent of Schools to make any necessary transfers or budget adjustments to permit payment of obligations of the district at year-end.

RESOLUTION #26-57

RESOLUTION FOR BUDGETARY INCREASES AND TRANSFERS AT YEAR END

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FISCAL YEAR 2026-27

WHEREAS, Education Code Section 42600 limits school district expenditures in each major expenditure classification to the total budgeted amount, as approved by the Board of Trustees of the school district,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees, in accordance with Education Code Sections 42601 and 85201, does hereby authorize the San Mateo County Superintendent of Schools to make transfers between the unappropriated fund balance and expenditure classifications, and to transfer budgeted amounts between expenditure classifications, as necessary to permit payment of obligations of the district for the current year, and

BE IT FURTHER RESOLVED that two copies of this resolution be forwarded to the San Mateo County Superintendent of Schools for approval.

REGULARLY passed and adopted this 11TH day of June, 2026.

AYES:	_____	**NOES:**	_____
	_____		_____
	_____	**ABSTENTIONS:**	_____
	_____		_____
	_____	**ABSENCES:**	_____
	_____		_____

_____
District Superintendent

_____
County Superintendent of Schools

_____
Date Approved/Filed

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2026

RE: Approval of Resolution #26-58 Establishing Fund 11 and Fund 14 Balances

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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 District would like to continue funding and tracking monies, that, in the past have been allocated to Fund 11 (Adult Education) and Fund 14 (Deferred Maintenance) from the California Department of Education. The CDE no longer recognizes Funds 11 & 14 and now allocates monies to the General Fund instead. By passing this resolution, the District is able to continue to keep these funds separate from the General Fund in order to maintain adequate services.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the adoption of Resolution 26-58 Establishing Fund 11 and Fund 14 Balances.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

RESOLUTION #26-58

TO ESTABLISH FUND BALANCE POLICIES AS REQUIRED BY GASB 54

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions,* that is effective with the school year ending on June 30, 2016, and;

WHEREAS, South San Francisco Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2026 – June 30, 2027 fiscal year, and;

WHEREAS, the implementation of GASB statement No. 54 requires the District to re-define all components of ending fund balances according to the new focus of spend ability. Implementation also requires a review of all existing governmental funds for conformity with the fund type definitions, and;

WHEREAS, the District currently manages the following governmental funds all of which meet the current fund definitions consistent with GAAP:

Fund 01 – General Fund
Fund 08 – Student Activity Special Reserve Fund
Fund 11 – Adult Education Fund
Fund 12 – Child Development Fund
Fund 13 – Cafeteria Fund
Fund 14 – Deferred Maintenance Fund
Fund 17 – Special Reserve for Non-Capital Outlay Fund
Fund 21 – Bond Fund
Fund 25 – Capital Facilities Fund
Fund 35 – County School Facilities Fund
Fund 40 – Special Reserve for Capital Outlay Fund

NOW THEREFORE BE IT RESOLVED that the Board of Trustees hereby adopts the following policy to provide conformance with GAAP, this policy affects the following changes:

Adult Education Fund

All of the State Funds apportioned to the District based upon current or previous participation in the Adult Education program, as well as any matching amount of local funds will be committed to the Adult Education Fund (11) to be expended solely for Adult Education.

Upon adoption of this policy, the residual balance in the Adult Education Fund, all State Apportionments and local match amounts subsequently deposit to this fund and any earnings on the funds are hereby committed to the purpose of Adult

Education. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

Deferred Maintenance Fund

All of the State Funds apportioned to the District based upon current or previous participation in the Deferred Maintenance program, as well as any matching amount of local funds will be committed to the Deferred Maintenance Fund (14) to be expended solely for Facilities Maintenance.

Upon adoption of this policy, the residual balance in the Deferred Maintenance Fund, all State Apportionments and local match amounts subsequently deposit to this fund and any earnings on the funds are hereby committed to the purpose of Facilities Maintenance. Any other use of the funds is expressly prohibited by adoption of this policy, unless or until, such time as this policy is amended or rescinded.

The Board may, from time to time, entertain the possibility of committing unrestricted revenue streams to specific purposes. Any such future commitments of fund balance will be enacted by means of a Board Resolution.

The above Resolution is adopted this 11th day of June 2026.

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____

_____

President of the Board