

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM 1B – ADMINISTRATION ACTION ITEM

Addendum / Revised Agreement Cover Memo

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 25, 2026

RE: Agreement with Roy Advisors, LLC – Addendum and Final Revised Contract Language

ALIGNMENT WITH STRATEGIC PLAN:

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

BACKGROUND:

The Board is being asked to consider approval of an Independent Contractor Agreement with Roy Advisors, LLC.

Following posting of the Board agenda and completion of final legal and administrative review, District staff and the contractor mutually agreed to clarify and revise specific contract provisions related to intellectual property rights, indemnification, and updates to the Five year plan for TK and ECSE class placement + DO staff seating & parking scope of work.

These revisions were made to ensure alignment with District contracting standards and to clearly define ownership of District data, deliverables, and consultant work products prior to Board action. [The revised agreement has been distributed to the Board and made available to the public.](#)

SUMMARY OF REVISIONS

The attached final agreement reflects the following updates:

Intellectual Property Rights (Section 6):

Revised language clarifies that Roy Advisors retains ownership of its proprietary methodologies and tools, while the District retains ownership of its data and outputs generated for District use.

The District is granted a perpetual, non-exclusive license to use deliverables for internal educational and administrative purposes.

Indemnification (Section 8):

Revised language replaces the original indemnification provision with standard consultant indemnification terms consistent with District practice and applicable law.

EXHIBIT A: STATEMENT OF WORK - Five year plan for TK and ECSE class placement + DO staff seating & parking:

The scope of work has been updated to clarify planning activities and deliverables related to TK and ECSE classroom placement, facilities and space utilization analysis, and District office seating and parking, as detailed in the attached agreement.

FISCAL IMPLICATIONS:

Total contract cost remains unchanged as originally presented in the agenda item.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Independent Contractor Agreement with Roy Advisors, LLC as presented in the [final revised agreement attached](#), which incorporates the clarified intellectual property, indemnification provisions, and the updated Five year plan for TK and ECSE class placement + DO staff seating & parking scope of work.

Independent Contractor Agreement
between **South San Francisco Unified School District (SSFUSD)** and **Roy Advisors, LLC**

This Independent Contractor Agreement (Agreement) is entered into by and between South San Francisco Unified School District, a public school district in the State of California (SSFUSD), and Roy Advisors, LLC, a limited liability corporation organized and existing under the law of the State of California ("Roy Advisors"), effective as of July 1, 2026 (the "Effective Date").

1. DUTIES

During the term of this Agreement, Roy Advisors will perform services for SSFUSD as described in the attached Exhibit A.

Roy Advisors will make their best efforts to perform the Services in a manner satisfactory to SSFUSD and will devote the amount of time reasonably necessary to perform the Services. Roy Advisors will make all revisions to the work product that SSFUSD reasonably requires. Roy Advisors will provide status reports and any other information or documentation upon request. Roy Advisors will determine the method, details and means of performing the Services. Roy Advisors maintains their own place of business and may perform the Services at their place of business or at any other location of their choosing, except to the extent the nature of the Services requires that they be performed in person.

2. COMPENSATION

SSFUSD will pay compensation to Roy Advisors for the Services described in Exhibit A. The total cost of the agreement shall not exceed \$102,750. Roy Advisors will invoice SSFUSD on a monthly basis based on actual hours worked, at a rate of \$150/hour. See Exhibit A for estimated hours for each project (not to exceed 685 hours).

Payment will be made by SSFUSD within 30 days of receipt of invoice.

3. TERM AND TERMINATION

The term of this Agreement will commence as of the Effective Date upon its execution by both Roy Advisors and SSFUSD, and will expire on June 30, 2027. Either party may terminate this Agreement at any time on 15 days written notice. In the event of early termination, SSFUSD will pay Roy Advisors for Services rendered through the date of early termination. Roy Advisors will submit a final invoice within 14 days of the early termination date, and SSFUSD will pay the invoice as provided in Exhibit A. The term of this Agreement may be extended by written amendment to this Agreement, executed by both parties.

Notwithstanding the foregoing, section 5 of this Agreement ("Confidential Information"), section 6 of this Agreement ("Intellectual Property Rights") and section 8 of this Agreement ("Indemnification") will survive the expiration or early termination of this Agreement.

4. INDEPENDENT CONTRACTOR STATUS / ABSENCE OF AGENCY

Roy Advisors is an independent contractor and not an employee, representative or agent of SSFUSD. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Roy Advisors shall be under its own control, SSFUSD being interested only in the results thereof. Roy Advisors shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give SSFUSD the right to instruct, supervise, control, or direct the details and

manner of the completion of the Services. The Services must meet SSFUSD's final approval and shall be subject to SSFUSD's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Non-Exclusive Arrangement: This is a non-exclusive arrangement so that Roy Advisors may provide services to other companies or organizations during the term of this Agreement.

5. CONFIDENTIAL INFORMATION

In the course of providing the Services, Roy Advisors may have access to and/or may be involved in developing proprietary information belonging to SSFUSD or SSFUSD's partners, including, but not limited to, trade secrets, business practices, financial information, strategies, student information, inventions, innovations, processes, information, records and specifications (collectively, "Confidential Information").

Roy Advisors will not reproduce any Confidential Information without SSFUSD's prior written consent, will not use any Confidential Information except in the performance of the Services during the term of this Agreement, and will not disclose any Confidential Information in any form to any third party, either during or after the term of this Agreement without SSFUSD's prior written consent.

On the expiration or termination of this Agreement, Roy Advisors will promptly return to SSFUSD all copies and derivatives of any Confidential Information, whether in Roy Advisors's possession or under Roy Advisors's direct or indirect control. If Roy Advisors hires or associates with any third person for the performance of the Services, Roy Advisors will obtain the written agreement of that person to be bound by the provisions of this Agreement, including this duty of confidentiality.

6. INTELLECTUAL PROPERTY RIGHTS

a. As used herein, "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and any derivatives, and all similar or equivalent rights or forms of protection in any part of the world.

b. All Intellectual Property Rights in and to the deliverables provided by Roy Advisors to SSFUSD pursuant to a Statement of Work ("Work Product") shall be solely and exclusively owned by Roy Advisors. Roy Advisors hereby grants SSFUSD a perpetual, irrevocable, worldwide, non-exclusive, non-transferable, fully paid-up, and royalty-free license to access, use, execute, and internally reproduce the Work Product for SSFUSD's internal educational and administrative operations, which license survives the expiration or termination of this Agreement. As between the parties, SSFUSD owns all SSFUSD data and all reports and outputs generated specifically for SSFUSD by applying the Work Product and Strategic Materials to SSFUSD's data. All other rights in and to the Work Product are expressly reserved by Roy Advisors.

~~All Intellectual Property Rights in and to all deliverables provided to Roy Advisors pursuant to a Statement of Work ("Work Product") shall be solely and exclusively owned by Roy Advisors. SSFUSD hereby irrevocably assigns to Roy Advisors, and shall cause its personnel to irrevocably assign to~~

~~Roy Advisors, in each case without additional consideration, all right, title, and interest throughout the world in and to such Work Product, including such Intellectual Property Rights therein. SSFUSD hereby irrevocably waives, and shall cause its personnel to irrevocably waive, to the extent permitted by applicable Law, any and all claims they may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to such Work Product. All other rights in and to the Work Product are expressly reserved by Roy Advisors. Roy Advisors hereby grants SSFUSD a license to use all Intellectual Property rights in the Work Product free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, and royalty free basis during the term and thereafter to the extent necessary to enable SSFUSD to make reasonable use of the Services.~~

c. Roy Advisors and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Roy Advisors in connection with performing the Services, in each case developed or acquired by Roy Advisors prior to or after the commencement of the initial term or independently of this Agreement ("Strategic Materials") including all Intellectual Property Rights therein. SSFUSD acknowledges that due to the nature of the Services to be performed, some Services will be created alongside the SSFUSD. Roy Advisors maintains ownership rights for all Services created either individually or jointly with SSFUSD. Roy Advisors hereby grants SSFUSD a license to use all Intellectual Property Rights in the Strategic Materials free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, and royalty-free basis during the term and thereafter to the extent necessary to enable SSFUSD to make reasonable use of the Services. All other rights in and to the Strategic Materials are expressly reserved by Roy Advisors.

d. Roy Advisors retains all rights to use the Strategic Materials and Work Product as Roy Advisors wishes and SSFUSD agrees to not challenge the validity of Roy Advisors's ownership or use of the Strategic Materials. To the extent that any Strategic Materials or Work Product have identifiable pupil information, such personally identifiable information will be stripped before it is used or shared with third parties.

7. THIRD PARTY RIGHTS

Roy Advisors represents and warrants that Roy Advisors is not under any existing obligation in conflict with this Agreement and has not granted any rights or licenses to any intellectual property or technology that would conflict with SSFUSD's rights or Roy Advisors's obligations under this Agreement. Roy Advisors warrants that Roy Advisors has the right to disclose or use all ideas, processes, techniques, intellectual properties and other information, if any, that Roy Advisors will disclose to SSFUSD or use in the performance of the Services, without liability to any third party.

Roy Advisors will not knowingly infringe upon any copyright, patent, trade secret or other property right of any third party in the performance of the Services and will not disclose or otherwise make available to SSFUSD in any manner any confidential information received by Roy Advisors from third parties if doing so would violate Roy Advisors's obligations to the third parties.

8. INDEMNIFICATION

a. With respect to professional services to be provided under this Agreement, the Consultant shall indemnify and hold harmless the SSFUSD, its Board, agents, and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of or in any

way result from the negligent or intentional acts, errors, or omissions of Consultant.

b. With respect to claims arising under Consultant's general liability coverage, the Consultant shall indemnify and hold harmless the SSFUSD, its agents, and employees from and against any actions, claims, damages or loss, including attorney's fees that may arise out of or in any way result from Consultant's activities in the performance of its services under this Agreement.

~~SSFUSD will indemnify, defend and hold Roy Advisors and its officers, directors, employees, and agents harmless from and against all claims, demands, losses, expenses (including reasonable attorney fees, witness fees, and costs), liabilities, damages and injuries to any person or property that result from or are related to: (1) any negligence of Roy Advisors in the performance or failure to perform the Services; (2) any breach by Roy Advisors of any provision of this Agreement, including any representation or warranty; (3) any violation by Roy Advisors of any law or regulation; or (4) any other action or failure to act by Roy Advisors.~~

9. UNENFORCEABILITY OF PROVISIONS

If any provision of this Agreement is held to be invalid or unenforceable or to cause any other portion of this Agreement to become invalid or unenforceable, then that provision will be deemed to be limited, modified or stricken to the extent necessary to effectuate, as nearly as possible, the original intent of the parties as expressed in this Agreement, and the remainder of this Agreement will continue in full force and effect.

10. NOTICES

Any notice given under this Agreement must be in writing and will be deemed to have been given upon delivery if delivered personally or by courier; upon receipt if transmitted by email or other electronic means with acknowledgment of receipt; three working days after it is deposited, prepaid, in the regular mail for domestic delivery; and five working days after it is deposited, prepaid, in the regular mail for international delivery; provided, in each instance, that the notice is addressed to the recipient as indicated below, as that information may be updated by written notice to the other party.

11. SUCCESSORS; ASSIGNMENT

This Agreement will be binding on and inure to the benefit of the parties and their respective successors, assigns and heirs, if any. Notwithstanding the foregoing, neither party may not assign any rights or duties under this Agreement without the prior written consent of the other party.

12. SOLE AGREEMENT; COUNTERPARTS; MODIFICATIONS; WAIVER

This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes any prior agreement or understanding, however expressed. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same Agreement. This Agreement may not be amended except in a writing signed by both parties. Any waiver by one party of a breach of this Agreement will not be construed as a continuing waiver.

13. NO IMPLIED WAIVER

The failure of either party, at any time, to require performance by the other party of any provisions herein shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision hereof be taken or held to be a

waiver of the provision itself.

14. GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder.

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

The parties have executed this Agreement on the respective dates indicated below.

**Ann Waterman Roy, Principal
Roy Advisors, LLC:**

**Dr. Shawnterra Moore, Superintendent
South San Francisco Unified School District:**

DATE

DATE

SIGNATURE

SIGNATURE

86-1387476

EIN

EXHIBIT A: STATEMENT OF WORK

Project	Major Deliverables (see details below)	Hours	Cost
Professional Learning Systems Development	Teacher and administrator PL plans, calendars, agendas, templates, handbook, implementation support	215	\$32,250
Five-Year TK & ECSE Facilities Planning	Enrollment analysis, classroom utilization plan, facility recommendations, implementation and communications plan, DO seating/parking recommendations	190	\$28,500
Special Education & Multilingual Learner Staffing Allocation Support	Enrollment forecasting tools, staffing allocation models, guidelines, playbooks, transition support	280	\$42,000
Total		685	\$102,750

Professional Learning Systems Development Support

Activities: Summer 2026: support Chief of Strategy & Communications (CoSC) with planning and implementation of August PL days. Winter/Spring 2027: Support cabinet to synthesize district priorities and interests into draft teacher and admin PL plans, with an overview of structure, key topics, draft agendas for Aug/Jan PL days and Admin Retreat, calendar of key dates. Coordinate across departments and site leaders to gather input and iterate. Build templates to use in future years (e.g. sample Aug PL Days and Wed district collab format / flow) so topics can be slotted in without having to redesign the whole structure each year.

Deliverables: Teacher PL plan overview, calendar, and Aug/Jan PL Days agenda. Admin PL plan overview, calendar, and Admin Retreat agenda. Inventory of proposed optional/differentiated PL for SY27-28. Handbook for developing PL Plan that the T&L team can use the following year to develop plans for SY28-29, including templates for future plans/agendas.

Five year plan for TK and ECSE class placement + DO staff seating & parking

Activities: Synthesize 5-year enrollment and demand projections by site, grade, and program, including projected enrollment by grade and site (based on proposed configuration), projected annual TK demand by attendance area, and projected enrollment by SE program/setting (ECSE, ESN, Tx, MedFrag, ATP). Review facility and furniture requirements for specialized programs (TK, SE programs) and for specialist staff (ELD teachers, reading specialists, counselors, social workers, nurses, other support). Review inventory of rooms at all sites (including size, bathrooms, sinks, lab

facilities, etc.). Use this to compare and propose TK & ECSE classroom placement options that work (ideally) within the existing facilities. Bring options and recommendations for cabinet to review / decide. ~~Support Business Services to propose and roll out Cabinet-approved recommendations for updated staff seating and parking spots. In the spring, gather input on district office staff seating needs and available space, and make seating and parking recommendations for cabinet approval.~~

Deliverables: Comprehensive five-year plan for TK and ECSE classroom placement, and any changes in the number of classes per grade and number and type of SE classrooms (ECSE, ESN, RSP) at each site. Estimated costs and savings of any changes (personnel, furniture, facilities). Preliminary 5-year implementation plan, including timing for any facilities improvements needed. ~~Communication and implementation plan for Cabinet-approved recommendations for DO staff seating & parking, and implementation / communications plan.~~

Staffing allocation support and guidelines for Special Education and MLs

Activities: Work with leads within the T&L team (including Director of Special Education and ML TOSAs) to analyze Special Education (SE) and Multilingual Learner (ML) enrollment data, and document (or refine) our method to forecast future enrollment (so it can be repeated each year). Also work with them to identify staffing ratio guidelines and develop a draft tool to propose SE and ML staffing allocations based on enrollment & staffing guidelines. Analyze programmatic and/or cost implications of these guidelines versus current practice, and bring recommendations to the cabinet for review and approval. Then document decisions and update the overall staffing allocations tool in order to generate SY27-28 allocations.

Deliverables: SE & ML enrollment forecast guidelines & tools. SE & ML staffing guidelines & tools based on the enrollment forecasts. Cabinet presentation & recommendations re: any changes in these guidelines (including any program / cost implications). Updates as needed to the gen ed / overall enrollment forecast guidelines/tool and staffing allocations guidelines/tool. As-needed thought partnership / advice for Allison Chow and Jessen Langley as they lead the staffing allocations and enrollment forecasting processes independently in SY26-27.