

**SERVICE AGREEMENT FOR ASSESSMENT SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
NATIONAL SCHOOL SAFETY AND SECURITY SERVICES, INC.**

This Service Agreement for Assessment Services ("Agreement") is made as of February 5, 2025, between the **San José Unified School District** ("District") and **National School Safety and Security Services, Inc.** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District 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;

WHEREAS, the District requires such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District the services as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Contractor shall commence providing services under this Agreement on **February 14, 2025** ("Effective Date"), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **June 30, 2025**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law, and based on the approval of the District's Governing Board.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - 3.1. Signed Agreement
 - 3.2. Contractor Certification
 - 3.3. Insurance Certificates & Endorsements
 - 3.4. W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B**, up to a **maximum amount not-to-exceed One Hundred Ninety Eight Thousand Seven Hundred and Fifty Dollars (\$198,750.00)**. District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Services rendered and after the District's approval of the invoice for the Work or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work other than those included in Contractor's compensation, as further detailed in **Exhibit B**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not

be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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.

8. Standard of Care.

- 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession. Contractor's Services will be performed with due care and in accordance with generally known and applicable law, code, rule, regulation, and/or ordinance.
- 8.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 8.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 8.4. Contractor shall ensure that any individual performing work under the Agreement requiring a license shall possess the appropriate license so required. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. Copyright/Trademark/Patent. The District agrees that workshops, training programs, and other presentations made by the Contractor and the Contractor's representatives will not be taped, recorded, disseminated or otherwise reproduced or distributed in any manner, except as may be agreed to by the Parties in writing or as legally required. The District acknowledges that all forms, training programs, slides, work materials and processes, and work process products are the property of the Contractor, which shall retain all intellectual property, copyright, and associated legal rights to said items. Contractor's final report with observations and recommendations consistent with evidence-based best practices which can be used as a strategic plan for school security and emergency planning ("Final Report") shall become the property of the District upon the District's receipt of the Final Report from the Contractor. At that time, District shall also become responsible for dissemination of the report and Contractor shall have no responsibility to respond to dissemination requests. Contractor's ownership rights are subject to the confidentiality provisions set forth herein.

11. Termination.

- 11.1. **Without Cause by District.** District may at any time terminate this Agreement and compensate Contractor only for services rendered and those costs included in Contractor's compensation, as further detailed in **Exhibit B**, and incurred to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.2.1. material violation of this Agreement by the Contractor; or
 - 11.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 11.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within

three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor.

- 11.3. **With Cause by Contractor.** The Contractor has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within thirty (30) days, or if the default cannot be cured within thirty (30) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Contractor. Such termination shall be effective after receipt of written notice from Contractor to the District.
- 11.4. Upon termination, Contractor shall provide the District with all documents produced or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for Services rendered those costs included in Contractor's compensation, as further detailed in **Exhibit B**, and incurred as of the termination date.
12. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.
13. **Contractor Liability.** While the Contractor agrees to perform the services in a professional and competent manner, the Contractor does not assume and hereby disclaims any and all liability to any person or entity with respect to claims of losses or damage alleged to have been caused by the District's implementation or choice not implement recommendations and other information provided during the services, or contained in the Contractor's work products. The District acknowledges that the Contractor's services and work products are not offered as legal advice; that the District is responsible for seeking legal and administrative advice before implementing any policies, procedures, programs or related information referenced in the Contractor's work; and that school safety involves human behavior and therefore cannot be an exact science.
14. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out harassment, bodily injury, and events covered by Contractor's automobile liability insurance policy and resulting from the performance of the Services or from any activity work or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties. The excluded liability in Section 13 is also excluded from the scope of this indemnity provision.
15. **Release.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease").

16. **Insurance.**

16.1. The Contractor shall procure and maintain at all times it performs any portion of the Services automobile liability insurance with limits for each occurrence and general aggregate of \$1,000,000 and professional liability (Errors and Omissions) insurance with a limit of \$1,000,000. The Contractor shall not commence Work until all required insurance has been obtained and certificates indicating required coverage have been delivered to and approved by the District. Contractor's automobile liability insurance policy Certificates and insurance policies shall include an endorsement that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds on the automobile liability policy. An endorsement shall also state that Contractor's policies are primary to any insurance or self-insurance maintained by District. Contractor shall notify District if any policy is cancelled or reduced from those provided to District prior to beginning the Work and provide District with new certificates evidencing its continued compliance with the Section.

17. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor, other than as noted herein, in performing services under this Agreement, Contractor shall comply with all generally known and applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit C when Contractor submits this Agreement to the District.
18. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. The District shall be responsible to provide the Contractor with the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present, and other relevant District safety and security policies, procedures, and rules.
19. **Employment with Public Agency.** Contractor, its subcontractors, and subconsultants are not employees of any other public agency. If Contractor, its subcontractors or subconsultants become employees of another public agency during the Term of this Agreement, Contractor agrees that Contractor, its subcontractors and subconsultants will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
21. **Audit.** In the event that the District and/or this Agreement is the subject of an audit, Contractor shall comply with a request from the District for documentation pertaining to this Agreement to the best of its ability.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** Contractor agrees to remove or re-assign its employees as may be reasonably requested by the District.
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement.
24. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall not rescind the Agreement.
25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of District safety, security, emergency preparedness, and related plans, procedures, records, and related information received in the course of performing the Services unless release is required under legal order or associated lawful necessity. The Contractor will not request, accept, or attempt to collect individual student data in the performance of services. This requirement to maintain confidentiality as applicable to this service 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 sent by overnight delivery service, or facsimile transmission, addressed as follows:

San José Unified School District
Attn: Purchasing & Contract Management
855 Lenzen Avenue
San Jose, CA 95126

National School Safety and Security Services, Inc.
Attn: Kenneth S. Trump, EdD
P.O. Box 110123
Cleveland, Ohio 44111-0123

Any notice personally given 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.

27. **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.

28. **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 California county in which the District's administration offices are located.

29. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

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. **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 as of the date that is later of the two dates set forth below.

San José Unified School District

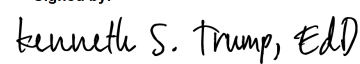
National School Safety and Security Services, Inc.

Date:

Date: 2/10/2025

By:

By:

Signed by:

7E8B6BE16D7E4A8...

Tracy Morrison
Director, Procurement

Kenneth S. Trump, EdD
President

Initial


EXHIBIT A
SCOPE OF SERVICES

NATIONAL SCHOOL SAFETY AND SECURITY SERVICES

Experts You Can Trust!

www.schoolsecurity.org



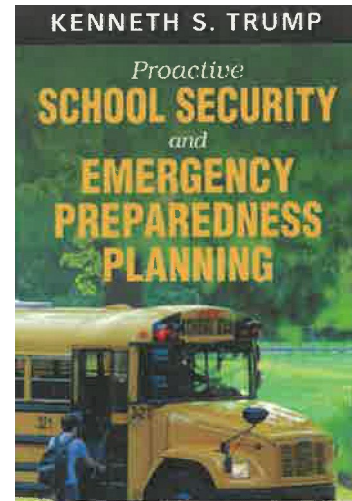
Dr. Kenneth S. Trump
President
ken@schoolsecurity.org

Proposal for School Security and Emergency Preparedness
Assessment Services
San Jose Unified School District
Submitted January 5, 2025

Company Overview and Philosophy

National School Safety and Security Services is a Cleveland (Ohio)-based, national private consulting firm specializing in school safety and security assessments, school security and emergency preparedness training, school safety litigation consulting, and related school safety consulting for PreK-12 schools and their public safety agencies and youth safety providers. We are independent and not product-affiliated. Our school safety services are provided and directed by company president and 30-year career school security professional, Dr. Kenneth S. Trump, one of the nation's leading experts on PreK-12 school security assessments, school crisis preparedness issues, and related school safety consulting programs.

National School Safety and Security Services boasts a diverse client list crossing decades of national and international experience. Our work has ranged from conducting assessments of one school with 125 students on an Alaskan island to evaluating emergency preparedness planning and security training for the Miami-Dade School District and providing training for Chicago Public Schools and the Cleveland Municipal School District. We have conducted vulnerability/security assessments for school districts from Sarasota, Florida (42,000 students) to Fort Wayne, Indiana (30,000 students). Our assessments have been engaged by diverse districts including Duncanville ISD in Texas (13,000+ students), Wayne Township Schools in Indiana (15,000+ students), Roanoke City Schools (13,000+ students), and Wausau School District (7,800+ students) in Wisconsin. The consultant firm has extensive experience with private, parochial, and public schools nationwide.



National School Safety and Security Services, Inc., has been a registered corporation in the State of Ohio since March 3, 1997. School safety services were provided by the company's president in years prior to that time under a sole proprietorship structure.

This is a Cleveland-based national firm that will provide four school security expert consultants, including the company's president, Dr. Kenneth S. Trump, to this consultation project.

Company Philosophy: Our school security consultation services are based upon the philosophy that a balanced approach of prevention, intervention, security, and emergency/crisis preparedness strategies must be combined with school climate, psychological support services, strong academic programs, extra-curricular activities, strong relationships with law enforcement and other public safety officials, ownership and involvement of stakeholders in the school/school district itself and its broader school community, and other related strategies in order to have a truly comprehensive safe schools program.

Schools do not "create" violence, nor are they solely responsible for solving it. We recognize that potential threats to school safety can originate both inside the school and from outside of the school. We believe that school officials should play a part in the overall solution and that there are balanced, practical risk reduction measures that can be taken to secure the school environment so that education, prevention, and intervention services can be delivered with a maximum level of effectiveness.

Company Advantages: Our firm offers experience, credibility, and cutting-edge knowledge in PreK-12 school security with the following distinct advantages:

PreK-12 School Security Experience

- Our services are directed and provided by Dr. Kenneth S. Trump (see biographical information), a veteran school security professional with 40 years of PreK-12 specific school security experience.
- Our security consultants on this project have 40 years of experience in working first-hand and full-time with Pre-K-12 school districts specifically on school safety issues.
- Our project consultants were PreK-12 school safety specialists far prior to any of the recent national school shooting incidents.
- Our experience is exclusively in the PreK-12 school safety field. School safety is not *one* of many security environments in which we consult --- it is the *only* setting for which we consult. Our expertise is PreK-12 school security period, *not* school safety "in addition to" security for business corporations, office buildings, city governments, utilities and nuclear plants, banks, military facilities, colleges, or other venues.
- We understand school-community relationships and the unique political context that operates within individual schools and at the school district, board, and community levels.



Independent, Non-Product-Affiliated Recommendations

- We are an independent, professional organization driven by the best interests and practices in our field. We do not sell security equipment products. We are not product-affiliated, nor are we grant-funded, government operated, or a member of a "strategic alliance" affiliation where multiple companies with various backgrounds team up against school districts to offer security assessment recommendations leading to recommendations for more bundled services and future obligations. As such, we are free of biases, political influences, bureaucratic obligations, hidden agendas and referral motivators, and similar obstacles that can negatively influence assessment services by multiple organizations and "strategic alliance partnerships" proposals.

Urban, Suburban, Rural, and Private School Experience

- We recognize the unique differences among urban, suburban, rural, and private schools because we have worked in these settings. We also recognize that school safety issues and needs vary school-to-school and community-to-community within the same school district. We do **not** believe that "one size fits all," so our services are tailored to consider the varying nature of security concerns and unique personalities of each school and school district.

Current Issues, Future Trends, and Cutting-Edge Information



- Our extensive experience, combined with our ongoing national workload with schools and use of technological resources, keeps us current on the latest trends and strategies in school security, crisis preparedness, and related youth violence prevention issues. This strong foundation and knowledge base, along with our national network of professional contacts, keeps us well ahead of the curve on school security issues. Our experience

is established and we are school safety specialists, thus we do not use your school for resume-building to learn how to become school safety specialists. We also know our limitations and we do not misrepresent ourselves by going outside of our areas of expertise.

We are Openly a Private Consulting Firm, Not One in Disguise

- We provide professional school safety services on a contracted basis to Pre K-12 schools and their supporting public safety and youth-service providers. Our services are provided at reasonable rates comparable to established national experts with the years and quality of first-hand experience, education, training, and references we bring to the table. Unlike some organizations offering school safety services, we do not disguise our consulting business as a "non-profit", research "institute," or under otherwise misleading titles that make us appear to be something we are not. We are "up-front" about who we are, proud of what we do and how we do it, and especially proud of our accomplishments and client satisfaction!

School Security and Emergency Preparedness Assessment Services

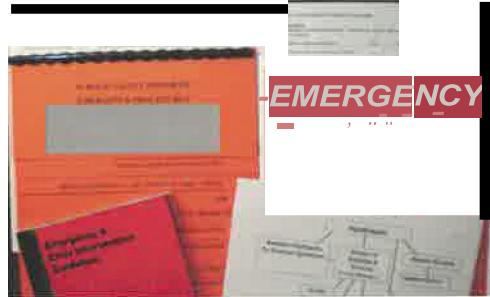
Comprehensive security assessments include pre-assessment review of security and emergency preparedness policies and documents, on-site interviews, interviews with key community partners (law enforcement, etc. as appropriate), a review of crisis/emergency plans, examination of physical security measures, and a final report with observations and recommendations consistent with evidence-based best practices which can be used as a strategic plan for school security and emergency planning.

Assessment findings can include physical security measures as well as procedural, awareness, policy and day-to-day practice recommendations. Today's threats to school safety and the related school-community relations issues can be addressed by professional security assessments which target the use of limited resources while addressing parental, school, and community safety concerns. Professional school security assessments can help schools reduce risks through specific recommendations for physical security, policy and procedural alignment, increased awareness, and practical day-to-day security and emergency preparedness practices.

Our consultation process also includes an examination of communications strategy and tactics. School security and crisis incidents are thrusting school boards and administrators into the local and national headlines with an unprecedented trajectory due to social media, texting, and related new media. Facebook threats, bomb and death threats via international proxy servers that bring the FBI to your school, crisis communications challenges with massive rumors, and related challenges warrant evaluations of traditional, new media, and crisis communications strategies tied to school safety, emergency preparedness, and overall school-community communications to strengthen the credibility of the school district in the eyes of its school community.

Pre-visit off-site tasks would include:

- 1) Review of policies and procedures related to school safety and emergency preparedness;
- 2) Review of emergency preparedness plans;
- 3) Review documents requested prior to the on-site visit;
- 4) Review of crisis and related communications documents, online messaging, and related;
- 5) Teleconferences with the project coordinator to discuss specific issues, needs, concerns, and focal areas for the on-site visit; and associated tasks.



On-line (Zoom or comparable) tasks prior to site visit may be used if the school district desires to meet their needs and logistics, and to advance the assessment process.

On-site tasks include:

- 1) Interviews with executive leadership team responsible for areas such as school safety/emergency planning, health services, communications, student services, transportation, facilities, food services, prevention and intervention services, technology, academics, etc.;
- 2) Interviews with key community partner agencies (public safety, others), as appropriate;
- 3) Interviews with building administrators, crisis teams, staff, etc. (as appropriate);
- 4) Interviews with representatives from key constituencies such as teacher and support staff professional associations, student groups, parent representatives, etc.;
- 5) Interviews regarding communications strategy, strategic messaging, communications tools and vehicles for delivery, social media, and related areas;
- 6) Working with communications leadership team member(s) to educate stakeholders; and
- 7) Walk-through observations of school sites, district facility physical security measures (access control, visitor management, cameras, intrusion detection, communications, facility design, and related areas), security and police staffing and supervision, and associated issues.

Post-visit off-site tasks would include:

- 1) Completion of report of observations and recommendations from site visit focused upon evidence-based best practices including positive measures in place that should be continued and recommendations for strategic plan for physical security enhancements, school security and emergency preparedness practices, and related best practices.

Recommendations include short-term and long-term (strategic plan) items. Reports are based upon best practices and the 40+year experience of our preK-12 school security consultants.

We do not add on costs or hidden expenses if we stay within the agreed-upon scope of work.

On-site time would likely entail up to 20 days on-site to complete interviews and site visits, plus off-site work both pre-and post-visit. Our availability depends upon the time our agreement with your organization is confirmed.

EXHIBIT B

Schedule of Fees and Charges

1. The total compensation for this project is \$198,750 which includes fees, overhead, administrative cost and profit, and other costs for performing all Services, and shall not be changed for the Term of the Agreement.
 - 1.1. The flat rate consulting cost is for the four-person team, and inclusive of all consultant time fees (pre-assessment document reviews, travel time, online interviews, on-site interviews and walk-throughs, off-site report writing) and the following costs/expenses: air/ground travel, lodging, meals, per diem.
2. The billing shall be divided into four phases with amounts invoiced as follows:
 - 2.1. Phase 1: \$65,000 – Upon completion of pre-visit tasks outlined in Exhibit A, project planning/scheduling/management, travel costs, and related expenses identified as part of Contractor's compensation under this Agreement;
 - 2.2. Phase 2: \$55,000 – Upon completion of first on-site visits (approximately two weeks) to perform on-site tasks outlined in Exhibit A;
 - 2.3. Phase 3: \$55,000 – Upon completion of second on-site visits (approximately two weeks)) to perform on-site tasks outlined in Exhibit A;
 - 2.4. Phase 4: \$23,750 – Upon completion of post-site visit tasks outlined in Exhibit A and submission of final report.

Method of Payment

1. Contractor shall submit monthly invoices using the Contractor's standard invoice form and format. Invoices shall identify the phase(s) of services/work performed. Amounts invoiced will be inclusive of time, materials, overhead, administrative cost and profit, expenses incurred, and related costs associated with the project not to exceed Contractor's total compensation set forth in the Agreement.
2. Contractor shall submit these invoices electronically to the District via the District's authorized representative as designated by the District upon execution of this Agreement.
3. The District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice. The District acknowledges that the scheduling and performance of continued services is contingent upon timely receipt of payments for invoiced services in accordance with this 30 day payment agreement.

EXHIBIT C
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee:

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

National School Safety and Security Services, Inc.

Date: 2/10/2025

Signature:  Signed by:
Kenneth S. Trump, EdD
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Kenneth S. Trump, EdD
President