

Bueno, Amy

From: Allen-Cantley, Nalani
Sent: Friday, October 23, 2015 8:45 AM
To: Krause, Michael
Cc: Fentanes, Donna; Bueno, Amy
Subject: RE: Items approved/not approved at October 22 Board meeting

My bad, yes \$45K.

Nalani Allen-Cantley

Sr. Executive Assistant to the Superintendent
South San Francisco Unified School District
398 B Street, SSF, CA 94080
650-877-8705 ph. 650-588-8113 fax
ncantley@ssfusd.org

From: Krause, Michael
Sent: Friday, October 23, 2015 8:43 AM
To: Allen-Cantley, Nalani
Subject: Re: Items approved/not approved at October 22 Board meeting

Hi Nalani:

For the bond item, I think it was \$45k.

Thank you,
MK

Sent from my iPhone

On Oct 23, 2015, at 8:14 AM, "Allen-Cantley, Nalani" <ncantley@ssfusd.org> wrote:

Here is the recap of approved items.

1 expulsion waiver hearing recommendation

Action (Resolutions)

Resolution #15-77: Week of the School Administrator
Resolution #15-78: National School Lunch Week
Resolution #15-75: Beyond Bonding Authority
Resolution #15-76: Modern Eligibility Signatory Authority

Consent Agenda

Educational Services

Approval of student travel proposals **Note: SSFHS Visalia trip has incorrect date in the memo "recommendation"**

Human Resources

Certificated Assignment Order
Classified Assignment Order

Business Services

Monthly reports
Donations
Declaration of surplus property
2015-16 fundraising event(s)
Contracts/Agreements under \$25,000

Action

Administration

3rd reading/approval of District's new/updated Board Policy

Educational Services

Updated designated representatives to CIF (California Interscholastic Federation)

Title III conference participation

Play works agreement at Spruce

Business Services

Denial of claim #1

Denial of claim

#2

Genentech MOU

Modern eligibility for sites

Measure J/EADOC agreement **tabled until 11/5, fiscal implications in memo needs to state "name only change"**

Measure J/SWPPP agreement

Measure J/USS Cal change order for Buri Buri soil **Board approved with dollar amount change – NTE \$41,000**

Measure J/USS Cal change order for Buri Buri demolition

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ncantley@ssfusd.org

Bueno, Amy

From: Allen-Cantley, Nalani
Sent: Friday, October 23, 2015 8:15 AM
To: Grima, Charlotte; Alger, Karen; Mindeguia, Yvette Alzugaray; Campbell, Paula; Fentanes, Donna; Bueno, Amy; Chan, Jennifer; Sebers, Ryan; Valenzuela, Judy; Krause, Michael; Spaulding, Jay; Mar, Susan; Blundell, Claudette; Bhatia, Leticia; Spaulding, Jay
Cc: Moore, Shawnterra
Subject: Items approved/not approved at October 22 Board meeting

Here is the recap of approved items.

1 expulsion waiver hearing recommendation

Action (Resolutions)

Resolution #15-77: Week of the School Administrator
Resolution #15-78: National School Lunch Week
Resolution #15-75: Beyond Bonding Authority
Resolution #15-76: Modern Eligibility Signatory Authority

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Denial of claim #2
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Measure J/SWPPP agreement
Measure J/USS Cal change order for Buri Buri soil **Board approved with dollar amount change – NTE \$41,000**

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**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, October 22, 2015**

**Baden High School – Gymnasium
825 Southwood Drive, South San Francisco, California**

OPEN SESSION — 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. To consider one (1) expulsion waiver hearing recommendation in accordance with CDE Sections 48915 and 48918.
2. Conference with Legal Counsel – Existing Litigation, pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the California Government Code (Steuer). “Steuer v. South San Francisco Unified School District, San Mateo County Superior Court Case No. CIV 527482.”
3. Conference with Legal Counsel – Anticipated Litigation, initiation of litigation pursuant to paragraph (4) of (d) of Section 54956.9 (one case).”

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

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by Buri Buri Elementary School 5th grader Kylie Kohlmeister.

D. REPORTING OUT FROM CLOSED SESSION

E. REVIEW OF AGENDA

F. RECOGNITION AWARDS – volunteers

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 BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

- a. Recognition for Commended students in the 2016 National Merit Scholarship Program
- b. Update on "Facing History and Ourselves"
- c. Other

L. COMMUNICATIONS

Public comments are limited to three minutes per individual. Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law (Brown Act). The Board may request staff to respond orally at the meeting or in writing at a future time.

M. PRESENTATIONS

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

1. EDUCATIONAL SERVICES

- a. Teaching and learning presentation:
Buri Buri Elementary School

Principal Victoria Dye will share with the Board educational priorities and programs at Buri Buri Elementary School.

2. BUSINESS SERVICES

a. Second Harvest

Representatives from Second Harvest Food Bank will provide the Board with a presentation about their programs and discuss a possible expansion at Baden High School.

b. OpTerra

A representative from OpTerra will update the Board on Prop 39 items, a potential STEM program, and lights at El Camino High School field.

c. CBOC 2014-2015 Annual Report

The Citizen's Bond Oversight Committee (CBOC) was established to satisfy Prop 39 requirements. The CBOC Chairperson, John Sanna, will present their 2014-2015 annual fiscal report outlining CBOC proceedings and activities to the Board, for their review.

PAGE

ACTION (*Resolutions*)

1. ADMINISTRATION

a. Resolution No. 15-74 National Domestic Violence Awareness Month

1

Staff recommends the adoption of Resolution #15-74: Recognizing October as National Domestic Violence Awareness Month.

2. HUMAN RESOURCES

a. Resolution No. 15-77 Week of the School Administrator

2

Staff recommends the adoption of Resolution #15-77: To honor the contributions of the District's school leaders, October 11 - 17, 2015.

b. Resolution No. 15-78 National School Lunch Week

3

Staff recommends the adoption of Resolution #15-78: To honor the contributions of the District's Nutrition Services Professionals, October 12 - 16, 2015.

PAGE

2. BUSINESS SERVICES

a. Resolution No. 15-75 Beyond Bonding Authority 4 - 5

Staff recommends the adoption of Resolution #15-75: The State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received. However, the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications. This resolution acknowledges that the school District may or may not receive funding based on these applications being submitted.

b. Resolution No. 15-76 Signing Authority 6

Staff recommends the adoption of Resolution #15-76: To enable select District administrators the authority to sign documents related to the School Facility Program.

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

	<u>PAGE</u>
1. ADMINISTRATION	
a. Minutes to the Regular Board Meeting, September 10, 2015.	7 - 29
b. Minutes to the Regular Board Meeting, September 24, 2015.	30 - 47
c. Minutes to the Regular Board Meeting, October 8, 2015.	48 - 53
2. EDUCATIONAL SERVICES	
a. Staff recommends the approval of permission for SSFHS students to participate in the Monte Vista Girls Basketball Tournament in Cupertino, CA, December 10-11, 2015.	54
b. Staff recommends the approval of permission for SSFHS Varsity Wrestling Team to travel to Aptos, CA, December 28- 29, 2015.	55
c. Staff recommends the approval of permission for SSFHS Varsity Wrestling Team to travel to the Napa Valley Girls Classic, in Napa, CA, January 8-9, 2016.	56
d. Staff recommends the approval of permission for SSFHS Varsity Wrestling Team to travel to Gilroy High School, in Gilroy, CA, January 21-22, 2016.	57
e. Staff recommends the approval of permission for SSFHS Girl's Wrestling Team to travel to the State Championship Tournament in Visalia, CA, February 25-28, 2016.	58
f. Staff recommends the approval of permission for SSFHS Varsity Wrestling Team to travel to Robobank Arena, in Bakersfield, CA, March 3-6, 2016.	59
g. Staff recommends the approval of permission for ECHS senior English teachers to organize and coordinate the Senior Capstone Exhibition Night at Serramonte Mall on May 17, 2016.	60

	<u>PAGE</u>
3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	61 - 62
b. Classified Personnel Assignment Order	63 - 34
4. BUSINESS SERVICES	
a. Purchase Order Listing, September 1 - 30, 2015	65 - 75
b. Warrant Register, September 1 – 30, 2015	76 - 115
c. Cash Receipts, September 1 - 30, 2015	116 - 128
d. Gifts to the District, October 2015	129 - 131
e. Staff recommends the approval of the declaration of surplus property.	132 - 133
f. Staff recommends the approval of fundraising events for the 2015-2016 school year.	134 - 135
g. Staff recommends the approval of professional service agreements under \$25,000.	136 - 137

PAGE

INFORMATION/DISCUSSION

1. HUMAN RESOURCES

- a. Williams Uniform Complaints for third quarter ending 9/30/15** 138 - 139

Staff will present to the Board, the Quarterly Report on Williams Uniform Complaints for the quarter ending 9/30/15, per Education Code Section 35186.

- b. Change in job title and revised job description for the Director of Nutrition Services** 140 - 144

Staff will present to the Board, a change in the current job title for the Director of Nutrition Services and a job description that accurately reflects the full scope of responsibilities for this position.

- c. Restorative Justice** 145 - 148

Staff will present to the Board, an update on the recommendation to implement a restorative justice program in the District.

- d. Infinite Campus/Parent Portal online registration** 149 - 154

Staff will present to the Board, information on the potential to provide online registration for new students via Infinite Campus, which would be delivered through the Parent Portal interface.

2. BUSINESS SERVICES

- a. Update on external speaker systems** 155

Staff will present to the Board, an update on the progress in procuring external speakers at school sites.

PAGE

ACTION *(continued)*

1. ADMINISTRATION

- b. 3rd Reading of District’s Updated Board Policy** 156 - 164

Staff recommends the approval of the District’s updated Board Policy (listed below), as presented to the Board.

1. BP 3280 Sale of Lease of District-Owned Real Property

2. EDUCATIONAL SERVICES

- a. Approval of updated California Interscholastic Federation representatives** 165 - 167

Staff recommends the approval of the updated 2015-2016 California Interscholastic Federation (CIF) District representatives to leagues, as presented to the Board.

- b. Approval of Title III conference participation** 168 - 171

Staff recommends the approval of the proposed Title III – Limited English Proficient training for District staff, as presented to the Board.

- c. Approval of Playworks agreement at Spruce** 172 - 178

Staff recommends the approval of the Playworks contract for Spruce Elementary School, as presented to the Board.

3. BUSINESS SERVICES

- c. Denial of claim #1** 179

Staff recommends the denial of claim #1 and referral to the District’s insurance carrier, as presented to the Board.

- d. Denial of claim #2** 180

Staff recommends the denial of claim #2 and referral to the District’s insurance carrier, as presented to the Board.

	<u>PAGE</u>
e. Approval of Genentech Gene Academy agreement	181 – 191
<p>Staff recommends the approval of an agreement with Genentech for the Gene Academy at District schools, as presented to the Board.</p>	
f. Approval of modern eligibility for sites	192 - 209
<p>Staff recommends the approval to file applications for funding under the School Facility Program. These applications are for eligibility determination and funding for programs within the District, as presented to the Board.</p>	
g. Measure J/Approval of extension of the EADOC contract	210 - 220
<p>Staff recommends the approval to renew the EADOC agreement for the Measure J Bond program’s online filing and document access, as presented to the Board.</p>	
h. Measure J/Approval of agreement for Storm Water Pollution Prevention Plan (SWPPP)	221 - 240
<p>Staff recommends the approval of an agreement with Callahan Inspections for a Storm Water Pollution Prevention Plan (SWPPP) for District schools, as presented to the Board.</p>	
i. Measure J/Approval of USS Cal change order for soil conditions at Buri Buri	241 - 243
<p>Staff recommends the approval of a USS Cal Change Order for the soil conditions at the new Buri Buri MPR Building, as presented to the Board.</p>	
j. Measure J/Approval of USS Cal change order for a demolition permit at Buri Buri	244 - 249
<p>Staff recommends the approval of a USS Cal Change Order for a demotion permit at Buri Buri, as presented to the Board.</p>	

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

October 24, 2015 – Board retreat (Board room)

- Board and Superintendent roles and responsibilities
- Governance practices (norms, protocols, unity of purpose)
- Superintendent evaluation process

November 5, 2015 – Alta Loma Middle School

- Teaching and learning presentation – Alta Loma Middle School
- Discussion on District's surplus property
- Approval of Director of Nutrition Services job title and revised job description
- Resolution honoring Native American Heritage Month
- Update on Department of Fair Employment and Housing (DFEH) settlement agreement

December 10, 2015 – Televised (Municipal Building)

- Teaching and learning presentation – Westborough Middle School
- Board of Trustees reorganization
- Resolution honoring outgoing Board President
- First interim budget report "positive certification"
- Resolution for Computer Science Week
- CSBA Delegate Assembly nomination

January 14, 2016

- Teaching and learning presentation – Skyline Elementary School
- Measure J at Martin Elementary School
- Williams report for 4th quarter ending 12/31/15
- Audited report for the year ended June 30, 2014
- Approval of SPSAs
- Resolution honoring African American History Month

February 11, 2016

- Teaching and learning presentation – Sunshine Gardens Elementary School
- Resolution for Week of the School Administrator
- Recognition for outgoing Student Perez
- Discussion of student club fees

February 25, 2016

- Teaching and learning presentation – Spruce Elementary School
- Resolution honoring Women's History Month
- 2016 CSBA Delegate Assembly election

March 10, 2016

- Teaching and learning presentation – Ponderosa Elementary School
- Second interim budget report "positive certification"
- Resolution Honoring Women's History Month

March 24, 2016

- Teaching and learning presentation – El Camino High School
- Approval of Summer School program
- Set dates for Tier III funds hearing and 2016-2017 budget adoption

April 14, 2016 - Televised (Municipal Building)

- Teaching and learning presentation – Martin Elementary School
- Resolution for Day of the Teacher
- Resolution for Classified School Employee Week
- Williams report for 1st quarter ending 3/31/16
- Resolutions for Retirements
- Resolution to approve 2016-2017 TRAN

April 28, 2016

- Teaching and learning presentation – Junipero Serra Elementary School
- Resolutions for Retirees
- Measure J/Summer construction projects

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

Copies of the agenda only are posted next to the front door of the District Office at 398 B Street, and at the following public libraries: South San Francisco libraries, West Orange and Grand Avenue, and the Daly City Library on Wembly Avenue, Daly City. It is also available for review at the District's website: www.ssfusd.org (Click on *Board Meeting Agendas and Minutes*).

1) A CD is made of the Open Session of each meeting; 2) Any writing or document that is a public record relating to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District Office located at 398 B Street, South San Francisco, California 94080. If however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda.; and 3) For special accommodation to participate in this meeting, please contact the Office of the Superintendent, a minimum of 48 hours prior to the meeting: Telephone--(650) 877-8705, Fax--(650) 588-8113 or e-mail: ncantley@ssfusd.org

three-year term on the commission. Mr. Garcia was confirmed for this appointment. The next meeting is November 16.

J. ITEMS FROM BOARD –

Trustee Maurice Goodman reported that he and Trustee Rick Ochsenhirt have met and reviewed several Board Policies and Bylaws updates. A first reading will be included in the December 10 agenda, followed by a second reading in January. A CD, which can be checked out from the Superintendent's office, will be available for staff and the community to review the updates.

Vice President Patrick Lucy said he and Trustee Goodman attended a meeting regarding dance and PE credits. A decision on this matter will be made at the December Board meeting.

President Bush updated the Board on issues discussed at the last City subcommittee meeting. Childcare concerns will be brought back to the Board. Information from the District's October 12 Board meeting on surplus property was shared with the City. A proposal for a playground at Sunshine Gardens was tabled until the Measure J plans for that site are finalized. Traffic concerns at sites before and after school were discussed regarding Buri Buri and Hillside. The District asked the City for an assessment at Hillside and may partner with an agency such as Safe Routes to improve accessibility at that site. El Nino preparedness was also discussed. The District and City will meet with Public Works on prevention and emergency work. This partnership was welcomed by community members.

Trustee Ochsenhirt asked that everyone get the word out to the community regarding District surplus property. Trustee Bush said they will engage the community during the process.

K. SUPERINTENDENT'S REPORT

- a. Commended students in the National Merit Scholarship Awards –** Superintendent Shawnterra Moore reported that 34,000 Commended Students throughout the nation are being recognized for their exceptional academic promise. Commended Students placed among the top five percent of more than 1.5 million students who entered the 2016 competition by taking the PSAT qualifying test. Dr. Moore and the Board presented certificates of recognition to two commended District students, Magdalena Lo and James Fong.
- b. Update on “Facing History and Ourselves” –** Dr. Moore said this was not implemented this year, but she has been in contact with representatives from Facing History and Ourselves. A two-day workshop in November will focus on Race and Membership in American History and another workshop is planned on the Holocaust and Human Behavior in the spring.

Trustee Goodman thanked Ms. Dye for her calming leadership at the site. Trustee Ochsenhirt thanked her for emphasizing reading in Common Core.

2. BUSINESS SERVICES

a. Second Harvest

Representatives from Second Harvest Food Bank Marco Kokoletsos and Melissa Sifuentes provided the Board with a presentation on their programs and a possible expansion at Baden High School. Their goal is to transition San Mateo County schools from produce mobiles into school pantries.

A collaboration of key pantry players:

- Second Harvest Food Bank - Will provide School Pantry food items, outreach materials, offer presentations, and additional resources to assist families in need.
- Samaritan House – Will order food items, deliver food to school, set up, break down and provide volunteers if needed.
- Head Start – Will operate the food distribution with current volunteers. Sign up families and report those served.
- South San Francisco Unified School District - A dedicated location for a Just In time or Onsite Pantry

Two locations have been identified at Baden for a Just in Time or Onsite Pantry. The pantry would be open on the second Wednesday of each month.

President Bush said they should explore next steps with Just in Time and the Onsite Pantry. Trustee Goodman recommending they work with Baden Principal Mike Coyne on creative ways to incorporate the student experience in volunteering or as a curriculum opportunity.

b. OpTerra

Courtney Jenkins and Steve Ramirez, from OpTerra, updated the Board on Prop 39 State funds for the District, supporting the development of a STEM/STEAM program, and led lights at El Camino High School's field. A final funding plan and scope of work will be coming to the Board for approval at the November meeting.

c. CBOC 2014-2015 Annual Report

The Citizen's Bond Oversight Committee (CBOC) was established to satisfy Prop 39 requirements. The CBOC Chairperson, John Sanna, presented their 2014-2015 annual fiscal report which includes CBOC

proceedings and activities. CBOC concluded that the District is in compliance with California requirements and proceeds are only being used for the purposes of Bond projects as listed in Measure J and Bond proceeds have been maximized.

Mr. Sanna shared the following:

- Public comments were added to the report this year.
- Last year there were changes, including a chairperson replacement mid-year.
- CBOC is very concerned with the question of compliance.
- The committee is guarded now and feels their hands are tied as they receive the information after the fact.
- They are still doubtful about getting accurate information.
- Not aware of a lot of reporting.

President Bush thanked the CBOC for their work and she appreciates their community service. Trustee Goodman said they put their best foot forward for the District. They are community representatives and report to the community.

ACTION (*Resolutions*)

1. ADMINISTRATION

a. Resolution No. 15-74 National Domestic Violence Awareness Month

Board Clerk Goodman read the resolution.

President Bush asked Student Trustee Perez if there was a club at SSFHS which discussed this.

MOTION # (Goodman/Ochsenhirt) to adopt Resolution #15-74: Recognizing October as National Domestic Violence Awareness Month. (AYES: Student Trustee Perez, Acosta, Bush, Goodman, Ochsenhirt; NOES: None). Motion Carried (Unanimous)

2. HUMAN RESOURCES

a. Resolution No. 15-77 Week of the School Administrator

Board Clerk Goodman read the resolution.

MOTION # (Goodman/Ochsenhirt) to adopt Resolution #15-77: To honor the contributions of the District's school leaders, October 11 - 17, 2015. (AYES: Student Trustee Perez, Acosta, Bush, Goodman, Ochsenhirt; NOES: None). Motion Carried (Unanimous)

Dr. Spaulding mentioned that the topics of a Wellness Coordinator and Chef may be coming to the Board in January.

c. Restorative Justice

Dr. Spaulding spoke about the PCRC restorative justice program. Another program was not considered due to their high cost. A third proposal was received today, which will be presented to the Board at the December meeting.

Trustee Goodman said that in his seven-year tenure on the Board this topic has been discussed and now it is being pushed back to next year. There is urgency and the District has a responsibility to the students to find a way to get something done before next year.

A plan of action for a restorative justice program will be agendaized for the November 5 meeting.

d. Infinite Campus/Parent Portal online registration

Dr. Spaulding provided information on the costs and time needed for implementation to provide online registration for new students via Infinite Campus (IC), which would be delivered through the Parent Portal interface. He cautioned that IC does not work well with other systems. Trustee Goodman suggested it may be time to transition to another company. Mr. Krause said other options are being assessed. President Bush added that she is concerned with adequate, quality data and it is time to look at another software provider. Dr. Spaulding said IC is based in the mid-west and does not meet the changing needs for California (i.e. CALPADS). Director Ryan Sebers said other products include apps without extra costs and have built in features which can be used in subsequent years.

2. BUSINESS SERVICES

a. Update on external speaker systems

Assistant Superintendent Krause provided an update on the progress in procuring external speakers at school sites. He currently has two quotes and will have a third next week. He will visit Monte Verde with a contractor to see if external speakers can be tied into the current cabling system at the site. Once the bid is approved, the installation process is quick.

Trustee Ochsenhirt asked about the Buri Buri quote since the buildings are not there yet. Mr. Krause replied they can use an anticipated cost. Other sites will incorporate the speaker system during construction.

The quotes being submitted to the Board for approval are only for existing buildings.

Dr. Moore added that she is reaching out to principals and brainstorming ways to handle the situation now.

ACTION *(continued)*

1. ADMINISTRATION

b. 3rd Reading of District's Updated Board Policy

MOTION # (Goodman/Ochsenhirt) to approve the District's updated Board Policy (listed below). Motion Carried. (Unanimous)

1. BP 3280 Sale of Lease of District-Owned Real Property

2. EDUCATIONAL SERVICES

a. Approval of updated California Interscholastic Federation representatives

MOTION # (Goodman/Ochsenhirt) to approve the updated 2015-2016 California Interscholastic Federation (CIF) District representatives to leagues. Motion Carried. (Unanimous)

b. Approval of Title III conference participation

Dr. Leticia Bhatia reported a significant achievement gap with certain subgroups in the District. A large group of participants from the District would attend the conference and discuss best practices to close the EL achievement gap. There is a plan to bring back and implement the information at the sites.

President Bush inquired about substitute teachers. Dr. Bhatia replied that substitutes will be found for the six teachers participating in the conference.

MOTION # (Acosta/Goodman) to approve the proposed Title III – Limited English Proficient training for District staff. Motion Carried. (Unanimous)

c. Approval of Playworks agreement at Spruce

MOTION # (Acosta/Goodman) to approve the Playworks contract for Spruce Elementary School. Motion Carried. (Unanimous)

3. BUSINESS SERVICES

c. Denial of claim #1

MOTION # (Goodman/Ochsenhirt) to approve denial of claim #1 and referral to the District's insurance carrier. Motion Carried. (Unanimous)

d. Denial of claim #2

MOTION # (Goodman/Ochsenhirt) to approve denial of claim #2 and referral to the District's insurance carrier. Motion Carried. (Unanimous)

e. Approval of Genentech Gene Academy agreement

Trustee Acosta asked if agreements such as this are reviewed by County Counsel. Dr. Moore replied that they are.

MOTION # (Bush/Ochsenhirt) to approve the agreement with Genentech for the Gene Academy at District schools. Motion Carried. (Unanimous)

f. Approval of modern eligibility for sites

Trustee Acosta asked why there was no funding for Baden, Los Cerritos or Skyline. Mr. Krause said the requirement is that sites can receive funds once every 25 years and those sites already have and must wait for further funding.

MOTION # (Goodman/Acosta) to approve the filing of applications for funding under the School Facility Program. These applications are for eligibility determination and funding for programs within the District. Motion Carried. (Unanimous)

g. Measure J/Approval of extension of the EADOC contract

Mr. Krause said this is an approval of a name change only from EADOC to Bentley Systems and not to renew the EADOC agreement.

This item was tabled until the November 5 Board meeting with an update to the memo stating there are no fiscal implications.

h. Measure J/Approval of agreement for Storm Water Pollution Prevention Plan (SWPPP)

Mr. Krause reported that this agreement is a flood control plan for the District.

President Bush said this should be included in the next City subcommittee meeting regarding emergency services. Mr. Krause replied this matter is time sensitive and the District can have a parallel discussion with the City.

MOTION # (Goodman/Ochsenhirt) to approve an agreement with Callahan Inspections for a Storm Water Pollution Prevention Plan (SWPPP) for District schools. Motion Carried. (Unanimous)

i. Measure J/Approval of USS Cal change order for soil conditions at Buri Buri

Trustee Acosta said she was not in favor of approving this item due to the excessive cost. Mr. Krause reported that during work at Buri Buri, there was excess water found in the soil which needed to be removed and replaced with gravel and sand. He said the process should take five and not twenty one days and the amount can be adjusted to “not to exceed” \$45K.

Mrs. Acosta expressed concern with approving the contract which states \$71K and there is no written document with the reduced cost. President Bush said she appreciates this concern, but this item cannot be delayed.

MOTION # (Goodman/Ochsenhirt) to approve a USS Cal Change Order for the soil conditions at the new Buri Buri MPR Building not to exceed \$45K. Motion Carried. (AYES: Student Trustee Perez, Bush, Goodman, Ochsenhirt; NOES: Acosta). Motion Carried.

j. Measure J/Approval of USS Cal change order for a demolition permit at Buri Buri

Trustee Acosta said the \$907 is a petty fee the contractor is charging based on the amount of work the District has provided them. Mr. Krause said the contractor normally picks up the cost of permits, however to begin the work the item was brought to the Board for approval.

MOTION # (Goodman/Ochsenhirt) to approve a USS Cal Change Order for a demotion permit at Buri Buri. Motion Carried. (Unanimous)

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS

President Bush moved the Measure J summer construction projects to April 14 since the televised meeting will reach a larger audience.

Student Trustee Perez asked for information about the February 11 student club fees.

April 28, 2016

- Teaching and learning presentation – Junipero Serra Elementary School
- Resolutions for Retirees

SUMMARY OF BOARD DIRECTIVES

1. Dr. Moore to meet with Mr. Coyne and bring back 2nd Harvest options at Baden.
2. Agendize OpTerra final funding plan on November 5.
3. Student Trustee Perez to look into SSFHS student participation with Domestic Violence Awareness.
4. Bring plan of action for Restorative Justice on November 5.
5. Mr. Krause to confirm IC contract timeline.
6. Agendize approval of quote for external speakers on November 5.
7. Re-agendize re-worked EADOC memo to state "name change only".
8. Move Measure J summer projects item to April 14 meeting.
9. Add discussion on water bottling stations to November 5 meeting.
10. Re-agendize Cafeteria Owes fund options on November 5.
11. Look at long term solutions for drought and available funding.
12. Add February 11 agenda items:
 - squaring certificated salary schedules
 - Health benefits committee
 - Cal State partnership expansion update
13. Explore cost of hand dryers in restrooms.
14. Provide update on counseling services for CDS.

GOOD AND WELFARE

Trustee Goodman reported he attended numerous events recently, but the most fulfilling one was ECHS's Matt Souza receiving a Literacy Award.

Trustee Ochsenhirt visited Monte Verde and Westborough, where exciting things are happening on those campuses. All Board members and Dr. Spaulding attended a San Mateo County School Boards Association dinner where Vice President Lucy spoke on the District's Alternative to Expulsion program. He attended the third SSF Historical Society awards event. In the last Chamber of Commerce meeting, Dr. Moore attended and spoke.

President Bush said she is thankful for the city working with the District on El Nino preparedness. She wants the previously discussed Cabinet Wellness Coordinator position to come before the Board soon.

Student Trustee Perez thanked the Board for having him participate.

ADJOURNMENT – 10:30 p.m.

Measure "J" Bond Program
Citizens' Bond Oversight Committee
JUNE 30, 2015 ANNUAL REPORT



Submitted to the
South San Francisco Unified School District Board of Trustees
September 24, 2015

Citizens' Bond Oversight Committee

Dana Abarca
Clerk

Rich Blank
Vice Chairperson

Paul Formosa
Member

Martin Romero
Member

John Sanna
Chairperson

America Guterrez
Member

Richard Holt
Member

Julia Lopez
Member

Patricia Turpo Ames
Member

Statement of Compliance

This Annual Report is submitted to the Board of Trustees by South San Francisco Unified School District Measure "J" Citizens' Bond Oversight Committee.

The Committee advises that, to the best of its knowledge, the South San Francisco Unified School District is in compliance with the requirements of Article XIII A, Section 1(b) (3) of the California Constitution. Furthermore, the Committee has reviewed expenditure reports produced by the District to ensure that (a) bond proceeds have been expended only for the purposes set forth in the ballot measure; (b) and not for any other purposes, including teacher and administrative salaries and other school operating expenses; (c) and that bond proceeds have been maximized. A summary of the Committee's proceedings and activities for the year ended June 30, 2015 is provided below.

Respectfully Submitted:



John Sanna, Chair

Measure "J" Citizens' Bond Oversight Committee

Date:

9/16/2015

Summary of the Committee's Proceedings and Activities for 2014-15

The South San Francisco Unified School District was successful at the election conducted on November 2, 2010, in obtaining authorization from the District's voters to issue up to \$162 million aggregate principal amount of the District's general obligation bonds, pursuant to a greater than 55% vote. The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq. of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District established the Citizens' Bond Oversight Committee (the "Committee") and By-laws at a regular meeting of the Board of Education held on January 27, 2011 in order to satisfy the accountability requirements of Prop 39.

To satisfy Prop 39 requirements, the Committee has met and reviewed expenditure reports, been updated on the Bond Program's progress (planning, design, and construction) and visited project sites to verify work progress.

Meetings of the Proposition 39 Citizens' Bond Oversight Committee

The Committee conducts its meetings in accordance with provisions of the Ralph M. Brown Public Meetings Act, contained in Section 54950 et seq. of the Government Code. Meeting notices and agendas are sent to members of the Committee, local newspapers, and posted on the front window of the District Office, front window of the pupil personnel building and on the SSFUSD website for the required period of time. Meeting notices, agendas, minutes and all documents and reports received by the committee members are a matter of public record and are available at the South San Francisco Unified School District Office. Also, information is available on the Measure J Bond website located at <https://ssfusd-ca.scholloop.com/mjb>.

July 8, 2014 (Regular Meeting #21) – District Office Board Room

- Call to Order/Roll Call
- Approval of Meeting Minutes #20
- Review & Approve CBOC 2013/14 Annual Report to Board of Trustees
- Measure J Update
- Review of Measure J Bond Financial Report
- Newsletter and Messaging to the Public
- Attendance Report Review
- Meeting Schedule
- Public Comments – No comments.
- Adjournment to Schools Tour

Documents Received During Meeting:

- Meeting Minutes #20
- CBOC Annual Reports for 2013/14
- Financial Report
- Attendance Report

November 18, 2014 (Regular Meeting #22)- District Office Board Room

- Call to Order/Roll Call
- Approval of Agenda
- Approval of Meeting Minutes #21
- Approval to update bylaws in accordance with Ed Code 15282: Members may serve three consecutive, two year terms
- Acceptance of Rick Ochsenhirt's resignation and election of replacement CBOC chair
- Measure J Update
- Review of Measure J Bond Financial Reports
- Newsletter and Messaging to the Public
- Attendance Report Review
- Meeting Schedule
- Public Comments – Trustee Bush expressed appreciation to CBOC and their work.
- Adjournment

Documents Received During Meeting:

- Meeting Minutes #21
- Financial Report

- Attendance Report

January 20, 2015 (Regular Meeting #23)- District Office Board Room

- Call to Order/Roll Call
- Approval of Agenda
- Approval of Meeting Minutes #22
- Update on Board Action – Renewal of the CBOC terms
- Election of CBOC Officers
- Measure J Update
- Review of Measure J Bond Financial Reports
- Newsletter and Messaging to the Public
- Attendance Report Review
- Meeting Schedule
- Public Comments – No comments.
- Adjournment

Documents Received During Meeting:

- Meeting Minutes #22
- Financial Report
- Attendance Report

March 10, 2015 (Regular Meeting #24)- District Office Board Room

- Call to Order
- Approval of Agenda
- Approval of Meeting Minutes #23
- Recall previous election and reelection of CBOC officers
- Measure J Update
- Review of Bond Audit – FY 13-14
- Review of Measure J Bond Financial Reports
- Newsletter & Messaging to the Public
- Attendance Report Review
- Meeting Schedule
- Public Comments – Aaron Boyd, teacher at SSFHS, read a letter regarding the wifi service at the Press Box at the new field.
- Adjournment to tour – Tour rescheduled for March 17, 2015

Documents Received During Meeting:

- Meeting Minutes #23
- Financial Report
- Attendance Report

March 17, 2015 (Regular Meeting #25)- District Office Board Room

- Call to Order/Roll Call
- Public Comments – No comments
- Adjourn to tour SSFHS, Buri Buri & Parkway

May 12, 2015 (Regular Meeting #26)- District Office Board Room

- Call to Order/Roll Call
- Approval of Agenda
- Approval of Meeting Minutes #24 and #25
- Presentation by District Counsel Regarding Roles, Responsibilities and Regulations of the CBOC
- Keygent Presentation – Asst. Supt. of Business Services
- Measure J Update
- Review of Measure J Bond Financial Reports/Request for District Accounts Payable Measure J records
- Newsletter & Messaging to the Public
- Attendance Report Review
- Public Comments – Members of the WMCA expressed frustration over the waste of Bond money, all expressed appreciation to the Asst. Superintendent of Business Services hard work.
- Meeting Schedule
- Adjournment

Documents Received During Meeting:

- Meeting Minutes #24 & #25
- Handout from District Counsel
- Keygent Measure J Update
- Solar Information from Martin Romero
- Financial Report
- Attendance Report

CBOC Summary and Conclusions

1. Over the past 3 years the purpose of the Measure J Citizens Bond Oversight Committee (CBOC) has been completely ineffective due to the failure and refusal of the Districts' administration to provide sufficient information to the CBOC.
2. It is our function to perform the duties of the CBOC, to review and report committee findings and to ensure that all bond revenues are spent specifically on bond projects only, as outlined in Measure J.
3. The actions by bond management, which has been discovered and disclosed during the past few months, leads us to believe that during the major part of the last 3 years the CBOC has been intentionally misled and misinformed. As result, we have been unable to adequately perform our duties and responsibilities.
4. We also believe that the discontinuation of the originally established advisory committee, at the front end of the bond project process, made it possible for the bond management team to act in an autonomous and uncontrolled fashion.
5. The CBOC has no actual directive or regulatory powers in the bond project process and we have experienced many issues and instances, which has lead us to this conclusion.
6. In CBOC's job description, nowhere is it clearly indicated that we are allowed to put out a quarterly report to the public on the financial health of the bond, which should have included explanations of any shift in bond funds between projects.
7. Bond Management has intentionally impeded the CBOC in the performance of our duties, by their refusal to provide pertinent information when requested. If this information was disclosed by management, the CBOC, the Board and the public would have been aware of the drastic shifts in project funds and questions or concerns could have been raised.
8. The CBOC was given the impression that the districts Measure J newsletter was the extent of the public awareness process. The District should have been more forthcoming with information to the public, which could have help to avoid the negative publicity that has resulted due to recent developments.
9. Requests for information by the CBOC either as a whole and/or by individual committee members, were regularly and repeatedly delayed or ignored by District management. The CBOC was stonewalled, when information was requested regarding specificity of expenditures.
10. The CBOC was only provided with projected budgets and general expense spreadsheet reports, with no disclosure of the actual expenditures that were made by district management. If the CBOC was provided with specific expenditure reports, as requested, we may have been able to raise issues and ask important questions regarding the expenditures of bond funds. Once again we would have seen things that could have raised red flags and would have notified the public, administration and board members of these findings.
11. CBOC is very disappointed with actions taken by the prior administrative management. It is clear from the results of the forensic audit that there were significant contractual issues, lack of controls and overall

management mistakes that were made. It also appears that subsequent actions that were initiated by management was an attempt to try and cover up the mistakes, which lead to more mistakes.

12. It does appear from the forensic audit that significant mismanagement issues have definitely occurred and the possible misapplication of bond funds may have also occurred. The CBOC recommends that these matters be investigated by the appropriate authorities.
13. It is now clear that the actions by management has resulted in the District not being able to complete all of projects and the District is unable to meet its *voter mandated obligations* outline in Measure J, as the funds are no longer available.
14. The road ahead for the remaining Measure J projects is by our account going to be very difficult and there is no clear indication that even the districts own funds will properly offset the shortfall from Measure J funding.
15. The CBOC is also concerned about the projects being removed or delayed, as every project that was listed was specifically designated for Measure J funds to be spent on their completion.
16. Members of CBOC were appointed by the Board of Trustees and are representatives of the SSFUSD public community. Although we are not employed by the district, we are concerned citizens who are residents, voters, and taxpayers.
17. While the recent forensic audit indicates that Measure J funds were spent on bond projects, this does not change the fact that things were done improperly.
18. As members of the CBOC, we have not been provided with sufficient information to make a factual determination. As a result, the CBOC is unable to certify at this time that all bond funds have been spent solely on bond projects.
19. CBOC reporting is supposed to ensure and inform the community that the CBOC is confident that the District has properly and prudently manages its tax dollars. At this time it is very difficult if not impossible for the CBOC to indicate a sufficient level of confidence in the financial reporting, to make this determination.

BDX110
 SEPT 2015 CASH RECEIPTS REPORT
 40 South San Francisco Unified SD

SAN MATEO COUNTY OFFICE OF EDUCATION
 BUDGET SUMMARY REPORT
 09/01/2015 TO 09/30/2015

#JZFRZ 10/12/2015
 PAGE 13

Fund: 21 BUILDING FUND

OBJECT CLASSIFICATION	WORKING BUDGET	CURRENT	EXPENDED/RECEIVED YEAR TO DATE	%	ENCUMBERED	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8660 INTEREST	275,000.00	0.00	92,746.03	33.7	0.00	0.00	182,253.97	66.2
TOTAL: 8000	275,000.00	0.00	92,746.03	33.7	0.00	0.00	182,253.97	66.2

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Michael Krause, Assistant Superintendent – Business Services
DATE: October 22, 2015
RE: External Speakers Update

BACKGROUND:

The District has identified the need for external speakers at school sites. District staff will provide an update on the progress to date on procuring the equipment.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

For Information/Discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Michael Krause, Assistant Superintendent – Business Services
DATE: October 22, 2015
RE: Denial of Claim #1

BACKGROUND:

A Buri Buri Elementary School neighbor alleges that his driveway & 2 walking paths' concrete, and the stucco on the exterior of his home were damaged due to compaction activities and his home's windows, solar panels and his automobiles were full of dust due to excavation activities during construction of the new school.

FISCAL IMPLICATIONS:

A claim has been submitted in the amount of \$42,898.55 to remove & replace the driveway and pathways and to repair cracked stucco & repaint the entire home, and the cleaning of his house, all of the interior & exterior windows, the solar panels and his automobiles.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees deny this claim in its entirety and refer it to the District's insurance carrier.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Michael Krause, Assistant Superintendent – Business Services
DATE: October 22, 2015
RE: Denial of Claim #2

BACKGROUND:

A Parkway Heights Middle School neighbor alleges that a fence was damaged due to the ongoing construction at the school site.

FISCAL IMPLICATIONS:

A claim has been submitted in the amount of \$5,500 to remove & replace the damaged fence, posts and concrete foundation.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees deny this claim in its entirety and refer it to the District's insurance carrier.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services

DATE: October 22, 2015

RE: Approval of the extension of the EADOC contract for online Measure J file storage and document access

BACKGROUND:

Since the beginning of the Measure J Bond Program, the District has utilized EADOC for all of its online storage and filing needs. During the first three years of the program, this account was managed by Swinerton. In November 2013, the District requested to be billed directly for these services. A renewal of this contract has come due.

FISCAL IMPLICATIONS:

The cost of these services is an appropriate expenditure of the Measure J Bond funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the renewal of the EADOC (Bentley Systems) Master Services Agreement dated 8/31/15 for the Measure J Bond Program's online filing and document access account.

BENTLEY SYSTEMS, INCORPORATED MASTER SERVICES AGREEMENT

This BENTLEY SYSTEMS, INCORPORATED Master Services Agreement ("Agreement") is entered into, to be effective as of August 31 _____, 2015 ("Effective Date"), by and between South San Francisco Unified School District ("Customer"), with its principal place of business located at South San Francisco Unified School District 398 B Street South San Fran, and BENTLEY SYSTEMS, INCORPORATED ("BENTLEY SYSTEMS" or "Service Provider"), with its principal place of business located at 685 Stockton Drive, Exton, PA 19341.

Whereas, BENTLEY SYSTEMS offers a hosted Construction Management Software Services (the "Services") which delivers a collaborative web based construction project management application to the AEC industry connecting facility owners, construction managers, contractors, architects, sub consultants, sub contractors and suppliers together so they can securely share and exchange construction project information electronically;

Whereas, Customer wishes to utilize Bentley Systems' Services;

Now therefore, the parties enter into this Agreement upon the terms and conditions as set forth below.

1. The Services.

- 1.1. **Services.** Customer requires the Services with respect to certain information technology needs. Customer received and has approved a Customer Proposal (the "Proposal") containing estimated Project parameters from BENTLEY SYSTEMS. The specific Services and fees are set forth in the Customer Proposal (the "Proposal") which is incorporated herein by reference.
- 1.2. **Purpose.** This Agreement sets forth the terms and conditions under which BENTLEY SYSTEMS agrees to license certain hosted Services and provide all other services, including data import / export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Customer's productive use of the Services, as further set forth in a Service Level Agreement in the form of the Exhibit A attached hereto and incorporated by reference.
- 1.3. **License.** BENTLEY SYSTEMS hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Services, solely for Customer's own business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by BENTLEY SYSTEMS and its licensors.
- 1.4. **Authorized Users.** Unless otherwise limited on a Service Level Agreement, Customer and any of its clients, clients' contractors, employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same. Customer is responsible for management of all Customer information during the Term of Services, including control of all Customer passwords and usernames.
- 1.5. **Restrictions.** While BENTLEY SYSTEMS may grant an unlimited amount of Users, Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device.
- 1.6. **Control of Services and Customer Activity.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of BENTLEY SYSTEMS, giving due consideration to the requests of Customer. However, Customer is responsible for all activity occurring during the Term of the Services and shall abide by all applicable local, state, national and foreign laws and regulations in connection with use of the Service. Customer agrees to keep Password secure and not to disclose it to unauthorized users.

1.7. Backup and Recovery of Customer Data. As a part of the Services, BENTLEY SYSTEMS is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in a Service Level Agreement, BENTLEY SYSTEMS shall maintain a contemporaneous backup of Customer Data in triplicate, including an off-site facility that can be recovered within 45 minutes at any point in time.

1.8. Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify BENTLEY SYSTEMS, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, BENTLEY SYSTEMS shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by BENTLEY SYSTEMS. Customer shall have the right to decrease the scope and the fee will be reduced accordingly.

2. Term and Termination.

2.1 Term. This Agreement shall commence on the Effective Date and continue for the duration of the Project ("Project Duration") as estimated by the Proposal. (See Section 2.2 below). Certain Sections of this Agreement shall survive the termination of this Agreement (where noted). This Agreement may be terminated earlier in accordance with the terms set forth in this Section or until such time as Customer provides BENTLEY SYSTEMS with written notice of termination; provided, however, that such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current Subscription Plan (see Section 4.1 below).

2.2 Proposal. A Proposal contains estimated Project parameters provided by BENTLEY SYSTEMS to Customer. An approved Proposal is valid for a construction start date of +/- 3 months from the estimated start date listed. If the Project is delayed more than 3 months or canceled, the Proposal is void unless BENTLEY SYSTEMS extends the Term in writing. A Proposal is valid for 90 days from date of issue.

2.3 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including successive failure of BENTLEY SYSTEMS to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or a Service Level Agreement for cause as of a date specified in such notice.

2.4 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Customer shall pay to BENTLEY SYSTEMS all undisputed amounts due and payable hereunder.

2.5 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, BENTLEY SYSTEMS shall, immediately upon termination of this Agreement, provide Customer with a final export of the Customer Data and shall certify the destruction of any Customer Data within the possession of BENTLEY SYSTEMS. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

2.6 The provisions of this Section 2 shall survive the termination of this Agreement.

3. Services Levels.

3.1 Service Levels Reviews. BENTLEY SYSTEMS and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of BENTLEY SYSTEMS as it relates to the Service Levels further described in Exhibit A.

3.2 Failure to Meet Service Levels. As further described in Exhibit A, in the event BENTLEY SYSTEMS does not meet any of the requisite Service Levels, BENTLEY SYSTEMS shall: (a) reduce the applicable monthly invoice to Customer by the amount of the applicable Performance Credits as a credit, and not as liquidated damages; and, (b) use its best commercial efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, BENTLEY SYSTEMS will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. The remedies set forth in this Section 3.2 shall be Customer's sole and exclusive remedy for any failure by BENTLEY SYSTEMS to meet the Service Levels.

3.3 The provisions of this Section 3 shall survive the termination of this Agreement.

4. Fees and Expenses. Any sum due BENTLEY SYSTEMS for Services performed, including setup and training shall be due and payable within 30 business days ("Pay Period") after receipt thereof by the Customer of an invoice from BENTLEY SYSTEMS.

4.1 Billing and Subscription Plans. Unless otherwise provided for under a Service Level Agreement, attached hereto as Exhibit A, BENTLEY SYSTEMS shall bill to Customer the sums due pursuant to the following Subscription Plans:

4.1.1 Yearly Subscription Plan. Yearly subscription payments are due upon completion of the application setup session. If the duration of the project is extended beyond the original duration the customer will continue to make annual payments. Once the project is completed the customer will be refunded any overpayment based on a monthly proration of the annual fee.

4.1.2 Lump Sum Payment Plan. Lump Sum payments are due upon completion of the application setup session. Project duration does not effect the lump sum price.

4.2 Late Fees. In the event of non-payment within the Pay Period, 2% of the total amount due will be added to the balance for every Pay Period. Failure to remit payment for two consecutive Pay Periods (60 business days) will be considered a material breach by Customer and BENTLEY SYSTEMS reserves the right to terminate the agreement and immediately seek remedies.

4.3 Price Adjustments. Service pricing is based upon engineer's estimate for the Project and estimated Project Duration. If the actual cost of the Customer's construction is 10% higher or lower than the original estimate, BENTLEY SYSTEMS reserves the right to adjust the Subscription price.

4.4 Taxes. BENTLEY SYSTEMS represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. BENTLEY SYSTEMS agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for BENTLEY SYSTEMS. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by BENTLEY SYSTEMS.

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Customer and BENTLEY SYSTEMS represent and warrant that: it has all requisite legal power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement. Parties Agree that this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.

5.2 Service Provider Representations and Warranties. BENTLEY SYSTEMS knows the particular purpose for which the Services are required and such Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards. BENTLEY SYSTEMS acknowledges that Customer is relying on BENTLEY SYSTEMS' representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer. The Services will achieve in all material respects the functionality described in a Service Level Agreement and the documentation of BENTLEY SYSTEMS, and that such functionality shall be maintained during the Term.

6. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. All Confidential Information shall be held in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

6.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity). Notwithstanding the foregoing, in no case shall either Party's compliance with an order of a court or agency of competent jurisdiction be a breach of this Agreement.

6.2 The provisions of this Section 6 shall survive the termination of this Agreement.

7. Proprietary Rights

7.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, BENTLEY SYSTEMS may use software and related processes, instructions, methods, and techniques that have been previously developed by BENTLEY SYSTEMS (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of BENTLEY SYSTEMS.

7.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any BENTLEY SYSTEMS repository (the "Customer Data," which shall also be known and treated by BENTLEY SYSTEMS as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without charge, upon the request of Customer upon termination of this Agreement. BENTLEY SYSTEMS is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

7.3 Privacy. BENTLEY SYSTEMS's privacy and security policies may be viewed at <http://www.bentley.com/en-US/Corporate/Privacy+Policy.htm>. BENTLEY SYSTEMS reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Customers may opt-out of receiving e-mails from third parties outside of BENTLEY SYSTEMS by de-selecting the check box on the enrollment page.

7.4 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

7.5 The provisions of this Section 7 shall survive the termination of this Agreement.

8. Marketing. Notwithstanding the Non-Disclosure Agreement between the parties referred to in Section(s) 6 and 7, Customer agrees that BENTLEY SYSTEMS, INC. may refer to Customer and may briefly describe Customer's business on in any of its marketing and advertising materials, including, but not limited to, the BENTLEY SYSTEMS website and promotional materials related to Social Media, Tradeshow and Conferences. Customer hereby grants BENTLEY SYSTEMS, INC. a limited license to use any Customer trade names and trademarks for this purpose.

9. [Intentionally deleted]

10. Mutual Indemnity. BENTLEY SYSTEMS agrees to indemnify, defend, and hold Customer, its officers, directors, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim asserted by a third party claiming that Customer's use of the Services infringes such third party's intellectual property rights; **provided, however**, that the foregoing indemnity is conditioned upon BENTLEY SYSTEMS receiving prompt written notice of any such Claim, full cooperation from Customer and BENTLEY SYSTEMS having full control of the defense and settlement thereof. Customer agrees to defend, indemnify and hold harmless BENTLEY SYSTEMS, its officers, directors, employees, agents and partners, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) Customer's use of and access to the Services (ii) Customer's violation of any term of this Agreement; (iii) Customer's violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that Customer's

use of Service caused damage to a third party. The provisions of this Section shall survive the termination of this Agreement.

11. Access and Maintenance. BENTLEY SYSTEMS provides Customer access to the Services 24 hours a day, 365 days a year, except during scheduled maintenance periods. Customer will be notified 72 hours in advance of scheduled maintenance. All scheduled maintenance occurs on weekends to minimize the impacts to the Customer (see Service Level Agreement, attached as Exhibit A).

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BENTLEY SYSTEMS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CUSTOMER FURTHER AGREES THAT BENTLEY SYSTEMS IS NOT RESPONSIBLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, DUE TO ANY BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR AILMENTS, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY.

14. General.

14.1. Relationship between Customer and BENTLEY SYSTEMS. BENTLEY SYSTEMS represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall BENTLEY SYSTEMS, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of BENTLEY SYSTEMS's status as independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover BENTLEY SYSTEMS or BENTLEY SYSTEMS's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither BENTLEY SYSTEMS

nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

- 14.2. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules. The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action on this Agreement.
- 14.3. Venue.** All suits permitted to be brought in any court shall be venued in Philadelphia, Pennsylvania.
- 14.4. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Philadelphia, Pennsylvania, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by an alternate provider as agreed upon by the parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.
- 14.5. Attorney's Fees.** In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney fees and costs resulting therefrom.
- 14.6. Notice.** All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same-day courier or by telegraph, telex, facsimile or email transmission (ii) on the next day if delivered by overnight mail or courier, or (iii) on the day indicated on the return receipt, or if there is no such receipt, on the third calendar day (excluding Sundays) if delivered by certified or registered mail, postage prepaid, to the party for whom intended to the following addresses:

If to Customer:	Name:	_____
	Address:	_____ _____
	Phone:	_____
	Email:	_____

If to BENTLEY SYSTEMS:	BENTLEY SYSTEMS, INCORPORATED 685 Stockton Drive, Exton, PA 19341 1 610-458-5000 Attention: Legal Department
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- 14.7. Assignment of Agreement.** Neither this Agreement, nor any right, interest, duty nor obligation hereunder may be assigned, transferred or delegated by Customer, without the express written consent of BENTLEY SYSTEMS. For purposes of this Agreement, any sale or

transfer of 50% or more of Customer's stock or equity shall constitute an assignment hereunder.

14.8. Counterparts; Facsimile, Email, Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile or electronic signature may substitute for and have the same legal effect as the original signature.

14.9. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and BENTLEY SYSTEMS as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. In the case of conflict, and solely as to the parties to this Agreement, the terms of this Agreement shall prevail over the terms of the User License Agreement.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

CUSTOMER ("Customer")

BENTLEY SYSTEMS, INCORPORATED ("Service Provider")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

BENTLEY SYSTEMS, INCORPORATED SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "SLA") sets forth the standards that will apply to hosted Construction Management Software Services (the "Services"). This Agreement shall be incorporated in and governed by the terms of the **BENTLEY SYSTEMS, INCORPORATED SERVICES AGREEMENT** (the "Agreement") by and between **CUSTOMER** ("Customer") and **BENTLEY SYSTEMS, INCORPORATED** ("BENTLEY SYSTEMS" or "Service Provider"). Unless expressly provided for in this SLA, in the event of a conflict between the provisions contained in the Agreement and those contained in this SLA, the provisions contained in the Agreement shall prevail.

1. **System Availability.** BENTLEY SYSTEMS guarantees the Services will be available with 99.9% uptime, excluding scheduled maintenance. Customer will be notified seventy-two (72) hours in advance of scheduled maintenance. Unscheduled downtime shall not exceed 525.6 minutes per year.

2. **Support Resolution Time.**

Level 1	System is impaired and users cannot access EADOC Services due to BENTLEY SYSTEMS issue:
	A. Issue will be identified and resolved within one (1) hour.
Level 2	Users can access EADOC Services, but a piece of functionality is not performing:
	A. If issue relates to data integrity a resolution will be developed and released in two (2) hours.
	B. If issue relates to reports, navigation, or other general usability; a resolution will be developed and deployed within twenty-four (24) hours.
Level 3	Customization request: BENTLEY SYSTEMS will make the Customer's requested configuration changes within seventy-two (72) hours of receiving the request and all supporting documentation.
Level 4	Enhancement request: BENTLEY SYSTEMS will review the requirements with the client within five (5) days. Upon completing the review, the enhancement will be assigned to a release within two (2) weeks that is scheduled for release within six (6) months.

3. **Customer Notification and Credits.** At the time Customer believes that a Service impacting condition has occurred, Customer must initiate a trouble ticket by contacting BENTLEY SYSTEMS support in accordance with the method of contact set forth below (see Section 4.1 below). Once a ticket has been opened, BENTLEY SYSTEMS will notify Customer of the situation and initiate diagnostic testing and fault isolation activities to determine the nature of the service condition. A Credit (see Section 4.2 below) will be applied to Customer's first invoice subsequent to BENTLEY SYSTEMS' determination that a service impacting condition that lies within the scope of coverage has occurred.

4.1. Notification Procedure.

If Customer can access the BENTLEY SYSTEMS' application: File a support request through the support module in the EADOC application

If Customer unable to access the application: email: support@eadocssoftware.com

If Customer unable to access the application and email: call: 877-305-3844

4.2. Credits.

- Level 1 One (1) day credit for each one (1) hour the Service is down.
- Level 2A One (1) day credit for each one (1) hour past the two (2) hour response time
- Level 2B One (1) day credit for each one (1) day delay after the first twenty-four (24) hours
- Level 3 No credit.
- Level 4 No credit

5. BENTLEY SYSTEMS Notifications.

5.1. Scheduled Maintenance. To maintain the performance of BENTLEY SYSTEMS Services and be able to respond to changes in technology and security risks, BENTLEY SYSTEMS must occasionally take the EADOC application off line to perform maintenance. These outages will only occur during the scheduled maintenance windows defined below:

Maintenance Windows:	Friday 8pm PST – Sunday 11:59pm PST
Notification:	Customers will be notified seventy-two (72) hours in advance of these scheduled shut downs.
Duration:	Outages will never exceed twenty four (24) hours.

- 6. **Customer Data.** At the end of the contract Customer can schedule a download of all their Project Data ("Data") from the BENTLEY SYSTEMS servers. Customer Data will be converted into .pdf documents, customer files will be returned in their original format. This download will occur within thirty (30) days of the Customer request. Customer must complete a support request in the EADOC application requesting this download. Customers are provided one free copy upon the completion of the project. Additional data downloads are available for an additional fee.
- 7. **Service Level Updates.** Notwithstanding Section 14.9 of the Master Services Agreement, BENTLEY SYSTEMS may periodically update these Service Levels. While BENTLEY SYSTEMS may attempt to notify you when material changes are made, we suggest that Customers regularly review http://eadocsoftware.com/wp-content/uploads/2014/08/support/EADOC_Service_Level_Agreement-1.pdf to stay current.
- 8. **Contact.** For questions about this agreement or any other feedback, comments, requests for technical support please contact BENTLEY SYSTEMS' customer support through support@eadocsoftware.com
- 9. Except where expressly provided otherwise, this **SERVICE LEVEL AGREEMENT is subject to all terms and conditions of the BENTLEY SYSTEMS, INCORPORATED MASTER SERVICES AGREEMENT.**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services

DATE: October 22, 2015

RE: Approval of Professional Services Agreement with David R. Callahan Inspections for Storm Water Pollution Prevention Plan (SWPPP) monitoring for Buri Buri Elementary School and Parkway Heights Middle School and the creation and monitoring for the Sunshine Gardens and Los Cerritos Elementary Schools Measure J Bond Projects

BACKGROUND:

Each construction project the Measure J Bond Program has started, a Storm Water Pollution Prevention Plan (SWPPP) has been in place. These plans are submitted to the State Water Resources Control Board, which is part of the California Environmental Protection Agency. The Storm Water program regulates storm water discharges from locations such as industrial facilities, construction sites and small linear projects.

For previous projects, the SWPPP creation and maintenance was done as a subcontract under our general contractor. In order to save money, the Bond Office will contract directly with the consultant.

Three proposals were solicited (see attached), and the District recommends David R. Callahan Inspections for the SWPPP work at the aforementioned projects.

FISCAL IMPLICATIONS:

The cost of these services, \$53,176.00, is an appropriate expenditure of the Measure J Bond funds.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the Professional Services Agreement with David R. Callahan Inspections for the Storm Water Pollution Prevention Plan (SWPPP) monitoring for Buri Buri Elementary School and Parkway Heights Middle School projects as well as the creation and monitoring for the SWPPP's for the Sunshine Gardens and Los Cerritos Elementary Schools Measure J Bond Projects.

SUMMARY OF PROPOSALS

SWPPP SERVICES

PROJECT	CALLAHAN	CSS	BUTLER
Buri Buri ES	\$18,768.00	\$20,300.00	\$22,080.00
Parkway Heights MS	\$18,768.00	\$29,900.00	\$22,080.00
Sunshine Gardens ES	\$7,820.00	N/A	\$9,018.00
Los Cerritos ES	\$7,820.00	N/A	\$9,018.00
TOTAL:	\$53,176.00	\$50,200.00	\$62,196.00



South San Francisco Unified School District

PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:

This Professional Services Agreement (the "Agreement") dated as of October 22, 2015, is intended to govern the relationship between and among the South San Francisco Unified School District (the "District") and **David R. Callahan Inspections** (hereinafter "Consultant") with regard to the services to be provided by Consultant as described herein. The District and Consultant shall be referred to herein collectively as the "Parties" (or "Party" if singular). This Agreement shall constitute the entire agreement between the Parties, and is intended to describe all duties and responsibilities of the Parties with regard to the services to be provided hereunder. This Agreement supersedes any and all written or oral agreements between the Parties with regard to the subject matter of this Agreement, and this Agreement may not be amended or modified except in a written instrument duly executed by the Parties hereto. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either Party, the terms of this Agreement shall be controlling.

I. SCOPE OF THE SERVICES

Consultant agrees to provide the following Services in accordance with the terms of the Agreement.

The Scope of Services to be provided by Consultant is described as follows:

Consultant shall provide all services and inspections necessary to maintain the Storm Water Pollution Prevention Plans (SWPPP's) for the construction projects at Buri Buri Elementary School and Parkway Heights Middle School. Consultant shall create SWPPP's for the Sunshine Gardens and Los Cerritos Elementary Schools' projects in summer 2016, and provide all services and inspections necessary to maintain them. Consultant shall also provide all documentation for each annual report and each Notice of Termination.

(1) PURPOSE

The purpose of Consultant's Scope of Services is to act as the District's project representative at the construction site with duties and authority substantially outlined in Title 24 CCR. Duties include Inspection Time, Job Related Meetings, Travel Time and Office Time which includes document preparation for annual reports and notices of termination.

(2) SCOPE OF SERVICES

The scope of Consultant's services ("Services") to be developed for this project consists of these primary tasks, including:

As outlined in attached proposal dated September 17, 2015.

II. COMPENSATION FOR SERVICES

District shall compensate Consultant for Services properly provided under this Agreement, and will calculate the amount of said compensation based upon the values indicated below. Notwithstanding the aforementioned, District shall not be obligated to compensate Consultant for Services performed under this Agreement in excess of the amount listed, unless otherwise agreed upon in writing by the District.

TASK	AMOUNT
Buri Buri Inspections	\$18,768.00
Parkway Inspections	\$18,768.00
Sunshine Gardens SWPPP & Inspections	\$ 7,820.00
Los Cerritos SWPPP & Inspections	\$ 7,820.00
TOTAL:	<u>\$53,176.00</u>

III. SCHEDULE OF PERFORMANCE

Consultant shall commence performance of the Services upon receipt of authorization from the District, and shall complete the Services in accordance to the milestone schedule below.

TBD

IV. SCHEDULE OF DELIVERABLES

Consultant agrees to provide the following Deliverables. N/A

V. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) Consultant will note the appropriate Purchase Order Number on all invoices, and will deliver all invoices to South San Francisco Unified School District, Michael Krause, 398 B Street, South San Francisco, CA 94080, immediately upon performance.

(3) Consultant will note the appropriate Purchase Order Number on all correspondence, and will deliver all correspondence to South San Francisco Unified School District, Program Management Team, 398 B Street, South San Francisco, CA 94080, fax: 650-871-0489

(4) Any changes made to the printed Terms and Conditions on this Agreement shall be null and void unless approved in writing by the District.

(5) Consultant shall comply with Appendix A.

(6) Consultant has read and negotiated all terms incorporated in this Agreement, and expressly accepts same, including Paragraph 5 of the Terms and Conditions relating to indemnity and liability.

VI. GENERAL TERMS AND CONDITIONS

I. Agreement Force and Effect.

District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the Consultant's Services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the Consultant's Services

described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by a written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment.

Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the Services pursuant to this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards including, but not limited to, the California Education Code and Title 24 of the California Code of Regulations. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment in violation of the provision, and any such assignment shall be null and void.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

3. Records and Payment Requests

Consultant shall submit to District all of Consultant's and its subconsultants' drawings in Computer Aided Design ("CAD") or Building Information Modeling ("BIM") and PDF electronic format and hard copy format at the following milestones, percentage complete. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within 60 days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination within seven (7) calendar days from the date of the District's written request. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least five (5) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same

rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor.

Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's Services. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

5. Indemnity/Liability.

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the District, and all of its officers, directors, representatives, agents and employees (together "Indemnitees"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify, and hold harmless the Indemnitees from and against all claims, suits, actions, liability, losses, damages, expense or costs of every nature and description, at law or equity, to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitees' reasonable approval. Notwithstanding any provision of this Agreement, to the extent Consultant's Services are subject to Civil Code, Section 2782.8, Consultant's indemnity shall be limited to claims that arise out of, pertain to, or relate to Consultant's negligence, recklessness, or willful misconduct. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees except to the extent that liability is caused by the Indemnitees sole negligence, active negligence or willful misconduct. Consultant's duty to defend and to hold harmless the Indemnitees, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the Indemnitees notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit. The Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees' rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.

6. Conflict of Interest.

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future, conflict of interest between providing to the District the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. Confidentiality.

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. This confidentiality provision shall remain fully effective indefinitely after completion or termination of Consultant's Services to District hereunder.

8. Ownership of Results.

Consistent with Education Code, Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Consultant shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Consultant, then the District agrees to require the new Consultant to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. Non-Discrimination Policy.

Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious

creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. Termination and Suspension.

District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Provided that District continues to compensate Consultant. In accordance with this Agreement, Consultant shall continue its Services throughout the course of any dispute, and Consultant's failure to continue Services during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

10A.

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of work in this agreement of this project, that Program Manager and its subcontractors and employees may have more than limited contact with pupils. Therefore, the Program Manager, key subcontractors and employees that will participate in facilities assessment or site meetings must be fingerprinted per the Education Code and the fingerprints must be on file with the District. Any subconsultants or employees

which have not been fingerprinted must be directly supervised at all times by a team member who has been fingerprinted when they are on school sites where pupils may be present.

11. Execution; Venue; Limitations.

This Agreement shall be deemed to have been executed in the City of South San Francisco, San Mateo County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in San Mateo County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

By signing below, I hereby warrant that I am duly authorized to enter into this binding Agreement on behalf of the entity indicated above my signature:

David R. Callahan Inspections

**South San Francisco
Unified School District**

Michael Krause
Asst. Superintendent - Business Services

Date _____

Date _____

Appendix A to Professional Services Agreement

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated October 22, 2015, between the South San Francisco Unified School District (the “District”), and David R. Callahan Inspections (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance.

Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$4,000,000 annual general aggregate and \$2,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$2,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$4,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant's negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall continue to provide coverage as specified in this Paragraph for a period of five (5) years after the completion of the Services.

2. Insurance Terms and Conditions:

- 2.1 Status of SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT as Additional Insured:

The SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds on Consultant's primary and excess Commercial General Liability policy, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the monetary limits of Consultant's insurance policy.
- 2.3 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."
- 2.4 Consultant's insurance shall be primary insurance and no other insurance self-insured retention carried or held by any named or additional insured other than that amount. Consultant shall be called upon to contribute to a loss covered by insurance for the named insured. Any District insurance shall be excess and noncontributing to any insurance available to the District as an additional insured under Consultant's primary and excess Commercial General Liability policies provided pursuant to this Agreement.
- 2.5 Nothing contained herein shall be construed as limiting in any way the

extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from Consultant's operations.

- 2.6 If Consultant fails to maintain any required insurance, District may (but is not obligated to) obtain such insurance, and may deduct and retain the cost of any premium so incurred from any sums due Consultant under this Agreement.

END OF APPENDIX A

David R. Callahan Inspections

750 Oddstad Blvd. # 102

Pacifica, CA 94044

drcallahaninspections@yahoo.com

V 408-209-5333

Proposal for SWPPP Inspections.
09/17/2015

H
Site

School/Project	Inspection Period	Duration (months)	Estimated Inspections per month	Estimated reports per month	Inspection Cost per Month	Total report cost per month	Profit/Overhead Per month	Total Cost Per duration
Buri Buri ES	10-01-15 Thru 09-30-16	12	8 @ \$85.00 per Inspection	8 @ \$85.00 per Report	\$ 680.00	\$ 680.00	\$204.00	\$ 18,768.00
Parkway ES	10-01-15 Thru 09-30-16	12	8 @ \$85.00 per Inspection	8 @ \$85.00 per Report	\$680.00	\$ 680.00	\$204.00	\$ 18,768.00
Los Cerritos	05-01-16 Thru 09-30-16	5	8 @ \$85.00 per Inspection	8 @ \$85.00 per Report	\$ 680.00	\$ 680.00	\$204.00	\$ 7,820.00
Sunshine Gardens	05-01-16 Thru 09-30-16	5	8 @ \$85.00 per Inspection	8 @ \$85.00 per Report	\$ 680.00	\$ 680.00	\$204.00	\$ 7,820.00
				Inspection FILES				
							Total	\$53,167.00

This price is a "Not to exceed" cost, although the weather is unpredictable and additional reports may be required any additional reports in excess the proposed amount will be bill at the rate of \$90.00 per report.

Accepted by _____ South San Francisco USD
Date: _____

Accepted by *David Callahan* DR Callahan Inspections
Date: 9/22/15

Consolidated Safety Services

16654 Soledad Canyon Rd. #478
Canyon Country, Ca 91387

Mr. Krause

September 15, 2015

This proposal reflects estimated services necessary to keep the South San Francisco USD's Buri Buri and Parkway projects in compliance. We use local, regional, state and federal regulations to dictate applicable compliance necessary, in particular, the Construction General Permit No. 2009-0009 DWQ.

Inspections:

Buri Buri estimated 26 inspections (August 1, 2015 – Jan 29, 2016 + additional estimate of 15 storm inspections + 1 QNSW) = \$16,800

Parkway estimated 52 inspections (August 1, 2015 – September 30, 2015 + additional estimate of 15 storm inspections + 4 QNSW) = \$28,400

The state permit requires weekly inspections, as well as, pre, during and after qualifying rain storms of 0.5" or greater conducted by a Qualified SWPPP Practitioner. Quarterly Non-Storm Water Inspections are required of all sites as well per the Construction General Permit No. 2009-0009 DWQ.

Consultation:

Buri Buri 10 hours of consultation @ 200.00 per hour = \$2,000.00

Sampling and Rain Event Action Plans are required for Risk Level 2 construction sites. REAPs are required when there is a 50% chance of rain 48 hours prior to the rain event per the NOAA forecast. Sampling is required for sites that receive more than .5" of rain during a qualifying rain event. Consultation funds will be used to complete the REAPS. Consultation funds will also be used to collect samples during a qualifying rain event and upload the results onto the SMARTS database. One hour of consultation will be used per Rain Event Action Plan. Two hours of consultation will be used per sampling event and upload of data onto SMARTS.

Annual Report:

1 @ Buri Buri + 1 @ Parkway = \$2,000

The Construction General Permit No. 2009-0009 DWQ requires an annual report be completed on the SMARTS on-line system, all documentation (including inspections, sampling results, corrective actions logs, etc) must be uploaded along with photos and written summary detailing the changes in the site and it's pollution prevention plan over the year.

Notice of Termination:

1 @ Buri Buri + 1 @ Parkway = \$1000

ONLY
2
SITE

VERY
HIGH

?

A Notice of Termination is required and the completion of a construction project, in effect to cancel the NPDES permit the State granted. It includes filling out a form using the State's SMARTS system and uploading photographs of the completed site.

Total for contracted services \$50,200.00

Thank you,
Dori Burnett, President
Consolidated Safety Services

Dan Butler & Company Inspection Services

1229 N. Irma St

Visalia Ca. 93292

Phone 408-497-7977 Fax 650-557-0352

Dan Butler DSA class 1 Inspector # 839

Agreement

This agreement is made this 20th day of September in the year Two Thousand Fifteen, between South San Francisco School District the owner and Dan Butler Inspection Service, for the following projects. SWPPP inspections at Buri Buri, Parkway, Los Cerritos, and Sunshine Gardens Elementary Schools. Dan Butler hereinafter called inspector and South San Francisco School District hereinafter called Owner, agree as set forth below.

4
SITES

Article I

Inspector agrees to perform services in connection with this project and will act as the owners project representative at the construction site with duties and authority substantially and outlined in Title 24 CCR.

On the basis of his observations, inspector will endeavor to guard the owner against apparent defects and omissions in the permanent work constructed by the contractor, but does not guarantee the performance of the contractor.

Inspector will not be responsible for the Contractors failure to execute the work in accordance with the construction documents.

Article II

In recognition of the fact that the inspector cannot be in all places on the project simultaneously, it is agreed that the inspector will use his skilled judgments in selecting the times and places of observation with the intent of protecting the interests of the owner to the best of his ability. It is agreed the inspector is not a safety inspector and shall have no duty to search out and report on site safety hazards.

Article III

The Owner agrees to compensate the inspector at the rate of \$90.00 per Hour. Total estimated number of hours, 680. 12 month Construction time period of for Buri Buri, and Parkway. 240 hours each. 5 months each for Los Cerritos, and Sun Shines gardens. 98 hours each.

Buri Buri 240 hours at \$92. per = 22,080.00

Parkway 240 hours at \$92. Per = 22,080.00

Los Cerritos 98 Hours at 92. Per = 9,018.00

Sun Shine Gardens 98 hours at \$92 per = 9,018.00

Estimated total \$62,192.00

*Inspection
FEES*

Heavy Weather, or extended Contruction Periods would require added inspections billed at 4 hours each.

Invoices shall include time for plan review, reporting and record keeping. Each monthly invoice shall also include any, previously agreed upon reimbursable expenses incurred and billed by the 1st day of the month. Invoices shall be due and payable within 30 days from the invoice date.

Article IV

Owner agrees to furnish at his expense the following:

Article V

Inspector agrees to furnish any of the following which may be needed:

Inspection tools, cell phone

Code books required on site

Vehicle expense, postage, and office supplies

Article VI

Either District or Inspector may terminate this Agreement at any time for any reason upon 30 days advance written notice to the other party. In such event, Inspector shall be paid for satisfactory work performed to the date of termination.

Article VII

This agreement represents the entire and integrated agreement between the Owner and the Inspector, and supersedes all prior negotiations, representations of agreements, written or oral. This agreement is executed the day and year written at the beginning of this agreement.

Owner _____

Inspector Dan W. Butler

07/08/2015

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Michael Krause, Assistant Superintendent – Business Services

DATE: October 22, 2015

RE: USS Cal Change Order for the soil conditions at the new Buri Buri MPR Building

BACKGROUND:

In order to pour the foundation slab for a building, soil conditions must meet certain standards of compaction. However, unforeseen conditions have determined the soils at the MPR pad need further treatment to bring it to compactable density; in other words, the soil is too wet. In order to rectify this condition, a soils treatment/replacement is necessary. The cost of these services is on a time and materials basis not to exceed \$84,000.00.

FISCAL IMPLICATIONS:

The cost of these services, NTE \$84,000.00, is an appropriate expenditure of the Measure J Bond funds. This amount was not included in the forensic examination bottom line and therefore will be an additional cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the USS Cal Change Order for the soils treatment at the new Buri Buri MPR building site to be performed on a time and materials basis not to exceed \$84,000.00.

Buri Buri ES
Dewatering per N (pad B)



	Unit Price	per	Total Unit	Total Price
Operator	\$ 789.60	day	21	\$ 16,581.60
Laborer	\$ 571.20	day	21	\$ 11,995.20
Excavator	\$ 1,200.00	day	10	\$ 12,000.00
Compactor (20 ton)	\$ 1,100.00	day	10	\$ 11,000.00
Dozer	\$ 1,300.00	day	10	\$ 13,000.00
Drain Rock	\$ 4,000.00	LS	1	\$ 4,000.00
Fuel	\$ 2,500.00	LS	1	\$ 2,500.00
Supervision	N/C		N/C	N/C

Total \$ 71,076.80
Markup not included

Testing by others
No rain delay is included
Work will not start until approved
SCHEDULE IMPACT TBD
This is a best practices estimate

Fentanes, Donna

From: Samad, Seleh "Salom"
Sent: Tuesday, October 13, 2015 9:53 AM
To: Fentanes, Donna
Cc: Krause, Michael
Subject: FW: Buri Buri new school- CO for the remedy of soil at MPR

Donna,
Here is what the District received from USS-Cal for the T&M proposal.

Please use the analysis included in my email to Mr. Krause.
Thanks.

From: Kirk Beckstead [mailto:Kirk@usscalbuilders.com]
Sent: Friday, October 2, 2015 12:16 PM
To: Samad, Seleh "Salom"; Bonner, Jeff; Rudy Sultan; Ray Alarcon
Cc: Krause, Michael; drcallahaninspections@yahoo.com
Subject: RE: Buri Buri new school- CO for the remedy of soil at MPR

All,
Please note we have submitted our change order request it is up to SSFUSD to choose what delivery method is used. Should SSFUSD choose to proceed on a T&M basis there is no paperwork required from USS CAL. Again a review of the construction contract would save everyone a lot of time and heartache. Please provide your written approval along with Board approval of the RCO and we will re-mobilize the project. Bear in mind the re-mobilization will require T&M tags signed each day as well if the T&M delivery is SSFUSD choice to proceed.
Thank you,

From: Samad, Seleh "Salom" [mailto:ssamad@ssfusd.org]
Sent: Friday, October 02, 2015 12:04 PM
To: Bonner, Jeff <jbonner@ssfusd.org>; Kirk Beckstead <Kirk@usscalbuilders.com>; Rudy Sultan <Rudy@usscalbuilders.com>; Ray Alarcon <Ralarcon@usscalbuilders.com>
Cc: Krause, Michael <mkrause@ssfusd.org>; drcallahaninspections@yahoo.com
Subject: Buri Buri new school- CO for the remedy of soil at MPR

Jeff,

Following up to yesterday morning meeting with Kirk of USS-Cal to review the change order regarding the Remedy of the soil of the MPR at Buri Buri new school, please be advised that As of this moment , the District didn't receive the revised CO base upon T&M method.

Thanks for your urgent attention to this critical issue and in order to avoid any further delay for this project.

Salom samad

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
THRU: Michael Krause, Assistant Superintendent – Business Services
DATE: October 22, 2015
RE: USS Cal Change Order for the Buri Buri Demolition Permit

BACKGROUND:

Per the request of the SSF Fire Department and the Bay Area Air Quality Management District, a demolition permit is required for the Buri Buri ES project.

FISCAL IMPLICATIONS:

The cost of these services, \$907.15, is an appropriate expenditure of the Measure J Bond funds. This expenditure was not part of the forensic examination accounting and will be an addition.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the USS Cal Change Order for the demolition permit at the Buri Buri Elementary School project as presented.



CHANGE ORDER REQUEST
Buri Buri ES - 044

DATE September 25, 2015
 REFERENCE USS CAL
 PROJECT South San Francisco Unified School District Modular Projects
 PROJECT NO 0420
 TO South San Francisco Unified School District
 FROM USS Cal Builders, Inc.
 ESTIMATOR Rudy Sultan, Sr. PM

The following is an Itemized quotation regarding proposed modification to the contract documents

Description of Work:

Additional costs at Buri Buri furnish all materials, equipment and labor to pull the permit for demolition per SSF Fire Department and Bay Area Air Quality Management District request and per the contract between USS Cal Builders, Inc. and SSFUSD.

Subtier Contractor's Cost (Includes Subtier Contractor Overhead 10% & Profit 5%)

Sub Tier (see attached pages)	\$ -		Subtotal A	\$ -
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Subcontractor's Cost (Includes Subtier Contractor Overhead 10% & Profit 5%)

			Subtotal B	\$ -
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General Contractor's Cost

Material (see attached supporting documentation)	\$ 378.00		Subtotal C	\$ 378.00
Taxes at _____ % of Material	\$ -		Subtotal D	\$ 285.60
Labor (Includes Fringe Benefits from Project Labor Agreement)	\$ 285.60			
Payroll Taxes and Insurance at _____ % of Labor	\$ -		Subtotal E	\$ 105.00
Construction Equipment (See attached supporting documentation)	\$ 105.00			

General Contractor's Overhead and Profit

Overhead & Profit 5% of Subtotals A & B	\$ -		Subtotal F	\$ 129.57
Overhead & Profit 15% of Subtotals C & E	\$ 72.45			
Overhead & Profit 20% of Subtotal D	\$ 57.12			

Bond and Builder's Risk Insurance at 1.00 % of Subtotals A+B+C+D+E+F		Subtotal G	\$ 8.98
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Grand Total (A+B+C+D+E+F+G)		Total	\$ 907.15
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- The proposed change would increase the Final Completion Date by TBD calendar days
- The proposed change does NOT affect the Final Completion Date required by the Contract
- This Change Order Request is effective for 30 calendar days

Note.

"USS CAL BUILDERS Inc. is preserving any and all rights as to the recovery of damages pursuant to and under section 7102 of the public contract code"

Buri Buri

SSF USA

PLC #: 8047
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
939 ELLIS STREET
SAN FRANCISCO, CA 94109
Tel: 415-749-4762



TRANSACTION INFORMATION:

Type Of Payment:	Demolition	Reference #:	15055753
Applicant's Name:	Joseph Kim	Date/Time:	2015-09-03 16:30:59.0
Applicant's Phone #:	415-505-6083	Accepted:	
Company Name (If Applicable):		Payout Date:	
Email Address Of Person Making Payment:			
Contractor:	USS Cal Builders Inc		
Address:	120 El Campo Drive, South San Francisco, CA 94080		
Renovation/Demolition Removal Amount (Of Regulated Asbestos):	0		
Choose One:	Lin Feet		
Project Start Date:	8-1-2015		

CREDIT CARD INFORMATION:

Name: JOSEPH KIM
Address: MSR
City: MSR
State: AL
Zip: 00000
Phone: 000-000-0000
Card #: XXXX-XXXX-XXXX-1499

PAYMENT INFORMATION:

Approval #: 030522
PAYMENT AMOUNT: \$364.00
Service Fee: \$14.00
Total Amount: \$378.00

+ 2 1/2 Hours Journeyman Lab

4 Hour Truck

32. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by District, unless otherwise specified. Building licenses shall be secured and paid for by Contractor and subcontractors.

33. EXCISE TAXES

a. Contractor shall pay all applicable local, state and federal taxes on all labor, materials and services provided for the Project.

b. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District.

34. PATENTS AND ROYALTIES

Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

35. INDEMNITY

a. Indemnification of District.

(1) Contractor agrees to and does hereby indemnify, defend and hold harmless District, its officers, agents, Inspector of Record, and their employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever arising out of Contractor's construction of the Project including without limitation the following:

(A) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by any person or entity, including without limitation, District, the Contractor or any person, firm, or Contractor employed by either District or Contractor upon or in connection with the Project, except for liability resulting from the active negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or Contractor employed by Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or Contractor, including District, arising out of, or in

