

San Ysidro School District Governing Board AGENDA

Tuesday
May 30, 2017
5:00 p.m.

WELCOME

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

Education Center
4350 Otay Mesa Road
San Ysidro

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: SECOND READING AND ADOPTION OF BOARD POLICY 3470 –
DEBT ISSUANCE MANAGEMENT

BACKGROUND INFORMATION:

Commencing on January 10, 2017, Senate Bill 1029 (“SB 1029”) now requires California school districts to have:

1. Adopted local written debt policies concerning the planned uses of the debt issuances; and
2. That the contemplated debt issuance is consistent with those local debt policies.

SB 1029 provides that such a local district debt policy must include all of the following:

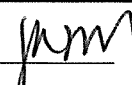
- ✓ The purposes for which the debt proceeds may be used;
- ✓ The types of debt that may be issued;
- ✓ The relationship of the debt to, and integration with, the issuer’s capital improvement program or budget, if applicable;
- ✓ Policy goals related to the issuer’s planning goals and objectives; and
- ✓ The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

The Debt Management Policy maintains compliance with SB1029 requirements while providing the District the flexibility needed to structure its future financing programs with the financial parameters needed to meet the District’s long-term school facilities funding objectives.

RECOMMENDATION:

Approve Second Reading and Adoption of Board Policy 3470 – Debt Issuance Management.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent’s Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

Debt Issuance Management

The Board of Education is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

(cf. 3000 - Concepts and Roles)
(cf. 3460 - Financial Reports and Accountability)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 9270 - Conflict of Interest)

Debt Issuance Management

GOALS

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid financial decision that could negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that are not funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 7000 - Concepts and Roles)

Debt Issuance Management

BP 3470(c)

AUTHORIZED PURPOSES FOR THE ISSUANCE OF DEBT

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

AUTHORIZED TYPES OF DEBT

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
 - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
 - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
 - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)
 - d. Mello-Roos special tax obligations issued pursuant to Government Code Section 53311 et seq.
2. Long-Term Debt
 - a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

Debt Issuance Management

(cf. 7214 - General Obligation Bonds)

- b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello Roos Districts)

- 3. Lease financing, either short-term or long-term, including certificates of participation (COPs)
 - a. Lease financing to fund capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
 - b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429, 17456)
- 4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
- 5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

RELATIONSHIP OF DEBT TO DISTRICT FACILITIES PROGRAM AND BUDGET

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Debt Issuance Management

BP 3470(e)

STRUCTURE OF DEBT ISSUES

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to balance and take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15102, 15106, 15268 or 15270, as applicable.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date (or in the case of a cross-over refunding, the interest on the refunding debt to the cross-over date) and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be consistent with State law.

METHOD OF SALE

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by and authorized officer of the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale when considering factors such as transaction costs, payment and utilization of district staff resources

INVESTMENT OF PROCEEDS

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities

Debt Issuance Management

covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

With regard to general obligation bonds, the district shall invest new money bond proceeds with the county treasurer in the county treasury pool or in other investments controlled by the county treasurer as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

REFUNDING/RESTRUCTURING

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance, maintaining commitments to taxpayers related to the tax rate and levy and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

INTERNAL CONTROLS

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services)
(cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined capital facility or special revenue source in order to preserve the use of the general fund for general operating purposes.

Debt Issuance Management

BP 3470(g)

The district shall periodically conduct a review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

RECORDS/REPORTS

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

EXCEPTIONS AND MODIFICATIONS

The district acknowledges that the capital marketplace fluctuates, municipal finance products change from time to time, and that issuer and investor supply and demand vary. These fluctuations may produce situations that are not anticipated or covered by this policy. As such, the Governing Board may make

Debt Issuance Management

BP 3470(h)

exceptions or modifications to this policy to achieve the debt management goals outlined above. Management flexibility is appropriate and necessary in such situations, provided specific authorization is granted by the Governing Board.

POLICY DEVELOPMENT

The Superintendent or designee may develop additional specific elements of a debt management framework through rules and regulations which, along with this policy, shall be reviewed periodically in consideration of changing laws, district needs and market conditions.

Legal Reference:

EDUCATION CODE 5300-5441 Conduct of elections

15100-15262 Bonds for school districts and community college districts

15264-15276 Strict accountability in local school construction bonds

15278-15288 Citizen's oversight committees

15300-15425 School Facilities Improvement Districts

17150 Public disclosure of non-voter-approved debt

17400-17429 Leasing of district property

17450-17453.1 Leasing of equipment

17456 Sale or lease of district property

17596 Duration of contracts

42130-42134 Financial reports and certifications

ELECTIONS CODE

1000 Established election dates

GOVERNMENT CODE

8855 California Debt and Investment Advisory Commission 53311-53368.3 Mello-Roos Community Facilities Act 53410-53411 Bond reporting 53506-53509.5

General obligation bonds 53550-53569 Refunding bonds of local agencies 53580-53595.55 Bonds

53850-53858 Tax and revenue anticipation notes

53859-53859.08 Grant anticipation notes

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit

UNITED STATES CODE, TITLE 15

78o-4 Registration of municipal securities dealers

UNITED STATES CODE, TITLE 26

54E Qualified Zone Academy Bonds

CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 Prohibition against fraud or deceit

Debt Issuance Management

BP 3470(i)

240.15c2-12 Municipal securities disclosure

CODE OF FEDERAL REGULATIONS, TITLE 26

1.103 Interest on state and local bonds

1.141 Private activity bonds

1.148 Arbitrage and rebate

1.149 Hedge bonds 1.6001-1 Records

Management Resources:

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS California
Debt Issuance Primer

GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax Exempt Bond FAQs Regarding Record Retention Requirements

Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016

U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS

Internal Control System Checklist

WEB SITES

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac> Government

Finance Officers Association: <http://www.gfoa.org> Internal Revenue Service: <http://www.irs.gov>

Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):

<http://www.emma.msrb.org>

U.S. Government Accountability Office: <http://www.gao.gov> U.S. Securities and Exchange Commission:

<http://www.sec.gov>

Board Approved:

SAN YSIDRO SCHOOL DISTRICT

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENT WITH DANNIS WOLIVER KELLEY FOR
PROFESSIONAL SERVICES

BACKGROUND INFORMATION:

The District desires to retain Dannis Woliver Kelley (DWK), a professional corporation to provide Legal Counsel to represent, advise, and counsel. DWK has assisted the District on several Bond related issues such as the 2016 Refunding Certificates of Participation. The District now wishes to retain the services of the DWK to provide advice and guidance related to the 2017 School Facilities Bridge Funding Program and other issues that may arise on an "as needed" basis.

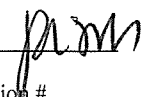
The cost implications are based on the hourly rates indicated below:

- Shareholders, Special Counsel & of Counsel \$225 - \$310/hour
- Associates \$185 - \$225/hour
- Paralegals & Law Clerks \$120 - \$140/hour
- Other fees and expenses may apply. (Refer to agreement for rates)

RECOMMENDATIONS:

Approve/Ratify the agreement with Dannis Woliver Kelley for Professional Services and to assist with the 2017 School Facilities Bridge Fund Program. All cost implications will be paid from the CFD Mello Roos fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2016-17 and 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

Per Rates on
Agreement

(Amount)

CFD Mello Roos

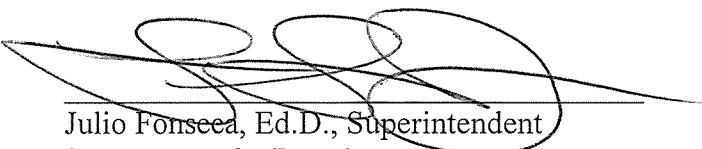
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 10, 2017, by and between the San Ysidro School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2017, through and including June 30, 2018, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred ten dollars (\$310) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

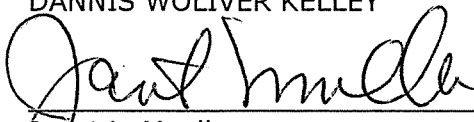
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAN YSIDRO SCHOOL DISTRICT

Julio Fonseca, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY


Janet L. Mueller
Attorney at Law

5-12-17

Date

At its public meeting of _____, 2017, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS (ACSA)
MEMBERSHIP

BACKGROUND INFORMATION:

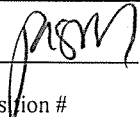
Per the Deputy Superintendent's employment agreement Professional Activities Section 11.A, the District shall pay the membership dues in associations, as well as any community service organizations and/or other relevant local, state or national organizations as recommended by the Superintendent and approved by the Board.

The Superintendent is recommending that the Deputy Superintendent renew the Association of California School Administrators (ACSA) membership. Access to these resources will help enhance his governance skills and to fulfill leadership roles to support student success and expand his knowledge of critical issues confronting public education today.

RECOMMENDATION:

Approve to renew the membership for J. Arturo Sanchez Macias, Deputy Superintendent, to the Association of California School Administrators for 2017-2018 fiscal year at a cost of \$2,238.00 from the general fund.

☒ Renewal ☐ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$2,238.00

(Amount)

General Fund

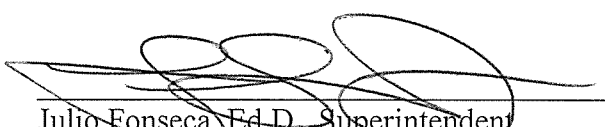
(Name of funding source and/or location)

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(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board



ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS

1575 Bayshore Highway, Burlingame, CA 94010 • Phone 650.692.4300 • 800.608.2272 • Fax 650.692.7297

Renewal - ACSA Full Regular Membership for July 1, 2017 - June 30, 2018

& Optional PAC, ADV, and National/State Association Renewal for 2017-2018

Please enter or update member data:	
Jose A. Sanchez Macias San Ysidro ESD 4350 Otay Mesa Rd San Ysidro CA 92173-1617	Title: <u>Deputy Superintendent</u> District: <u>San Ysidro ESD</u> School: _____ E-mail: _____ Phone: <u>619 428 4476</u>

Section A: ACSA Dues Paid By Members or Districts (See Section B & C for PAC & National/State Dues)

Dues Calculation: ACSA dues for full Regular members are based on annual salary.

→ Total annual salary* as of June 2017 \$ _____ x .0090 = → \$ 1,525.00
 (Salary required. Do not leave blank.)

Minimum = \$411.60 for members earning under \$45,700.

Maximum = \$1,525.00 for members earning \$169,400 or more.

*Administrator/teachers: use administrator earnings only.

If district or county office pays, please add \$78.00 for advocacy efforts.

+ 78.00 ADV

Section B: Optional Renewal of Political Action Committee Contribution (PAC) - Self Paid Only

Check here if you wish to contribute \$200/annually to ACSA's Political Action Committee.

Renew/Add
+ 200.00 PAC ☐

Section C: Optional Renewal of National and State Association Membership(s) Self Paid or District Paid

You have been paying dues through ACSA for the organizations checked (✓) below. To renew or add membership for any of the following, please check the 'Renew/Add' box on the right. Add up your National/State dues and write the total in the 'Total National/State Dues' box.

	Renew/Add
() California Association of African-American Superintendents and Administrators	\$500.00 ☐
(✓) California Association of Latino Superintendents and Administrators	\$150.00 ☒
(✓) National Association of Elementary School Principals	\$235.00 ☒
(✓) National Association of Secondary School Principals	\$250.00 ☒

Total National/State Dues \$

→ **Enter Total Annual Dues Here** → \$ 2,238.00

ACSA dues + PAC or ADV contribution + National dues + State dues

Section C: Payment Option

Member Pay ☐ Payroll Deduction. → Signature _____ Date _____ I agree that my dues will be deducted by my payroll office. This authorization shall remain in effect until revoked in writing by me or by ACSA. I consent to the adjustment of such deduction to reflect any change in dues of which the payroll office may be advised by the organization. ☐ Three equal installments - attach check for 1/3 of total dues. Please remit before 7/01/17. Note: This plan is available only for renewals with first payment received before 7/01/17. ☐ Full payment - enclose check. Please remit before 7/01/17. ☐ Mastercard/Visa (full payment only). Card # _____ Expiration _____ Signature _____ Date _____	District/County Office Pays If choosing this option, send form to district for authorization and payment. This section must be completed by district or county office. Please Indicate: ☐ ACSA Dues ☐ National Org Dues ☐ PO # _____ PO enclosed ☐ Full payment - check enclosed ☐ Bill District monthly ☐ District MasterCard/Visa#: Full Payment Card# _____ Exp _____ **Please remit before 7/01/17 Authorizing Party (Please Print) _____ Phone Number _____
---	--

S-1127 R-0091744

Member Job Classification - Please check appropriate box

- | | |
|---|--|
| ☐ Certificated Mgmt or Supv | ☐ CA Dept of Ed, or CTC |
| ☐ Classified Mgmt or Supv | ☐ Confidential |
| ☐ Professors of Ed (Associate membership optional) | ☐ Other (specify) _____ |

Contributions to support ACSA/ACSA's political activities are not tax deductible. ACSA retains sole discretion over use of member political contributions. Dues may be deductible as business expenses. ACSA estimates that the non-deductible portion of dues allocable to lobbying is 13%.

THANK YOU FOR RENEWING YOUR ACSA MEMBERSHIP!

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: ACCEPTANCE OF DONATIONS – REVISION

BACKGROUND INFORMATION:

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education, students and staff. The donations listed on the March 9, 2017 Board meeting was revised to reflect a correction on a donor's name.

RECOMMENDATION:

Accept the revised list of donations.

☐ Renewal ☐ New ☐ Amendment ☐ Ratify ☒ Other - Revised

Business Services Reviewed: jam

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

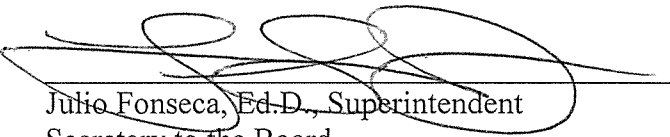
N/A

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

2016-17 DONATIONS

8A.2
Page 2 of 2

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: LIFETOUCH NATIONAL SCHOOL STUDIOS AGREEMENT

BACKGROUND INFORMATION:

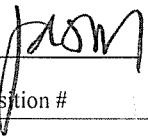
Lifetouch National School Studios (LifeTouch) has been providing school districts with school portraits and other complimentary services for students and staff. Services are provided District-wide and may vary from school-to-school based on selected services by District and/or principal's choice. In turn, District schools receive a commission for portrait packages that are sold.

The District is renewing the agreement with LifeTouch for school year 2017-18 with two automatic renewal terms unless terminated as provided in the terms and conditions of the agreement.

RECOMMENDATION:

Approve the agreement with Lifetouch National School Studios for a 3-year term at no cost to the District.

☒ Renewal ☐ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Will funds for this item be available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

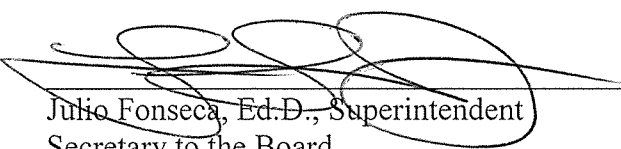
REVENUE TO SCHOOLS
Commission
(Amount)

School Donations Account
(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this _____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

Lifetouch National School Studios			(858) 693-9197	
Company/Consultant		Phone Number		
9845 Via Pasar,	San Diego,	CA	92126	sandiego@lifetouch.com
Mailing Address	City	State	Zip Code	Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: 07-01-17

To: 06-30-18

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. Following the Initial Term, the agreement will automatically renew for two (2) renewal terms (July 1 to June 30) unless terminated as provided in Section 5.3.

2 FEES AND PAYMENTS

2.1 FEES – No fee shall be paid by the District to Consultant.

2.2 PAYMENTS – Consultant shall pay a commission to participating District sites as per Exhibit A.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000 the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an additional insured with endorsements attached.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) *Grounds for Termination.* District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Consultant may not terminate this Agreement except for cause.

(2) *Consultant's Termination for Cause.* This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) *Effect of Termination.* If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) *Terminated Services.* In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall have a non-exclusive license to use such materials, documents and data and shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Notwithstanding the foregoing, Consultant shall retain all right, title and interest in the copyright to photographs it captures.

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the

District's Superintendent, Deputy Superintendent and/or designee.

- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. Consultant's responsibility to protect, save, defend and hold harmless District shall not apply where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please attach a copy of this verification.)

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees. DISTRICT IS WAIVING THIS REQUIREMENT _____. [INITIAL HERE]

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service (b) emailed (c) by U.S. Mail, mailed certified mail, return receipt requested addressed to the following entities.

CONSULTANT:	Firm Name:	LIFETOUCH NATIONAL SCHOOL STUDIOS
	Attention:	Christian Aponte (Local Owner/Territory Manager) and Jennifer Roa (Sales Professional)
	Street Address:	9845 Via Pasar
	City, State, Zip	San Diego, CA 92126
	Email Address:	sandiego@lifetouch.com / jroa@lifetouch.com
	Telephone:	(858) 693-9197

DISTRICT:	Firm Name:	SAN YSIDRO SCHOOL DISTRICT
	Attention:	J. Arturo Sanchez Macias
	Street Address:	4350 Olay Mesa Road
	City, State, Zip	San Ysidro, CA 92173
	Email Address:	arturo.macias@sysd.k12.ca.us
	Telephone:	(619) 428-4476

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

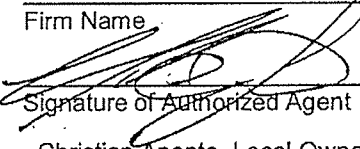
Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

(Signature page next)

CONSULTANT

Lifetouch National School Studios

Firm Name


Signature of Authorized Agent

Christian Aponte, Local Owner / Territory Manager
Print Name, Title

41-1491269
Federal Tax ID Number

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Agent

J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title

Board Approved: _____

//

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

Fingerprinting and Criminal Background Investigation Requirements

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

ALL STAFF HIRED BY LIFETOUCH MSS- SAN YSIDRO HAVE BEEN CLEARED
THROUGH LIVESCAN FINGERPRINTING AND THE DOJ PRIOR TO
BEING ALLOWED TO BE ON ANY JOB/SCHOOL CAMPUS.

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant LIFETOUCH NATIONAL SCHOOL STUDIOS

Name/title of authorized representative CHRISTIAN SPONZO - TERRITORY MANAGER

Signature [Signature] Date 5-15-17

Lifetouch Products, Services & Commissions 2017-2018

San Ysidro Schools (Exhibit A)

1. Programs and Services Provided by Lifetouch

- **Programs**
- Lifetouch Proprietary X1 Portrait Technology
- Make-Up Day
- Re-take Day
- SmileSafe Card Program
- Smilestones Graduation/Commencement/Continuation Program
- Partners in Education Program
- Spring Family Approval and Pre-pay Programs
- Class Pictures – Traditional or Composite
- Panoramic, Sports, Dances and Special Event Photography
- Yearbook

- **Services**
- Administrator/Lifetouch Portal Access
- Yearbook Image Upload
- Middle School ID Services
- Color Portrait Strips
- Class Directories
- Principal Albums
- Staff/Volunteer Portrait Packages
- Family Discounts
- District Board Photographs and ID Cards (8x10 Individual)

- **Commissions**
- School receives \$1 per package purchased for Fall picture program
- School receives \$1 per student photographed in Spring Family Approval program and \$1 per package purchased in Spring Pre-Pay program

2. Lifetouch Highlights

- Employee Owned Company
- Your Local Lifetouch
- Local and National Customer Service and Support
- 100% Customer Satisfaction Guarantee
- Employee LiveScan and Background Checks Requirement
- Lifetouch No Touch Posing Policy
- Portrait Day Advertising

- **Online Ordering Available**
- **Package Verification List**
- **Pre-Printed Name Camera Cards**
- **Package Sort**

PROGRAM DESCRIPTIONS

1. Lifetouch Proprietary X1 Portrait Technology

- Lifetouch proprietary X1 portrait technology – “Single Capture” System or our LDX Camera System will be used to photograph your schools.
- This method requires each student to be photographed only one time (single capture) which ensures a faster, smoother picture day experience.
- This single image will be used to produce an ID card, and all of the school’s service items, picture package, and a yearbook flow CD.
- Many economical packages are available to choose from including a low entry level platform to help all families participate.
- Over 150 different background choices are available online with the X1 Platform.
- Online ordering is available on the X1 Platform.
- Lifetouch will provide ALL flyers and promotional materials to you for your school picture days.

2. Camera Stations

- Lifetouch will provide camera stations to facilitate the photography of all students in a timely fashion based on a combination of the following (in no particular order) which are to be decided upon together prior to picture day:
 - i. Your school’s enrollment
 - ii. Your school’s picture day schedule preference
 - iii. The process by which the students will come to the camera
 - iv. A Lifetouch calculation of max capacity per camera.
- Please note that regardless of camera platform used, up to 375 subjects per camera per day are possible via Lifetouch proprietary systems. (As an example, a school with 1000 students would require approximately 3 cameras).

3. Make-Up Day

- Lifetouch is proud to announce that it will provide a “Make-Up Day” for those students that did not attend the original picture dates.
- After registration and prior to your Make-Up Day, Lifetouch will provide to your school either a list of all students photographed or a list of students not photographed; (whichever you prefer) to keep them informed with the process and who remains to be photographed.
- The number of cameras allocated for Make-Up Day will depend on the amount of students that were *not photographed* at registration days.

4. Re-Take Day

- Lifetouch is proud to announce that it will provide a “Re-Take Day” for those that may not have been completely satisfied with their child’s first portrait. Re-take Day is scheduled for shortly after the picture packages are received at your school.

5. SmileSafe Card Program

- Lifetouch has partnered with the National Center for Missing and Exploited Children (NCMEC) to provide your schools with complimentary SmileSafe Kids Safety ID Cards to the families of every student photographed; whether they purchase a portrait or not.
- This is the ONLY safety card program that is directly connected to the NCMEC and the Amber Alert System.
- Lifetouch is proud to say that as of today’s date, our SmileSafe Kids Program has been involved in over 1500 searches and reunited over 40 children with their families; 8 of which were in the state of California alone.

6. Smilestones Program

- Lifetouch will provide a complimentary leatherette folio along with a photo and certificate for each of your Kindergarten or any transition graduating class.
- Your school has the choice of photographing their students in either cap and gown, gown only, or dress attire.
- This is a Spring Family Approval portrait program where each parent will receive a package and have the choice of either order the portraits they like or return them to us.
- Folios and certificates (a \$5 value) are given complimentary to each school in lieu of commission.

7. Partners in Education Program

- Lifetouch is truly a school partner and not simply a “photo vendor”. We are the leader in the industry in partnering with schools to promote student recognition, safety and self-esteem. We offer a wide variety of student recognition awards and motivational, self-esteem building materials furnished to schools on a complimentary basis.

8. Spring Family Approval Program

- Lifetouch offers studio style portraits with varied backgrounds, creating the casual look and pose that both parents *and* students love.
- With our family approval program, every student in photographed and receives a complete picture package to take home for “family approval” prior to payment. Parents pay only for pictures they want – there is no obligation.
- This very popular program is also a fundraiser for the PTA or school, providing \$1.00 per student photographed.

9. Class Pictures – Traditional or Composite

- Lifetouch offers each Elementary School with a choice of either a traditional class group picture (classroom photographed standing and on risers) or a digital class composite (individual student photos used to create a class photo) with absentees able to be added.

10. Panoramic, Sports, Dances and Special Events Photography

- Lifetouch has an outstanding Special Events Department and Sports Department. We look forward to providing you schools with the highest quality in dance, sports, panoramic and special event photography.
- Online ordering is available for all special events listed above using our website, www.lifetouchevents.com

SERVICES DESCRIPTIONS

1. Administrative and Image CD ROM

- Online Portal Access will be provided to district and school via email several days after pictures are taken.
- This Portal is compatible with all administrative software systems and will easily up load images into each school's administration software program.
- Option to print additional directories, business cards, Achievement Certificates, bar-coding labels, field trip rosters...and much, much more.
- Local support is also available.

2. Yearbook Image Upload to Lifetouch Yearbook Site

- Images will be automatically uploaded to Lifetouch's yearbook website.

3. Middle School Identification Cards

- Lifetouch offers Custom Designed Hard Card Security ID's and service that is compatible with your school's bar coding and software needs.
- IDs' can be custom designed using school colors, mascot images and logos.
- ID's may be produced by our plant or in instant format, depending on the school's specific needs.

4. Color Portrait Strips

- Lifetouch provides five color portraits of each student photographed for office use, classroom projects, and for use with Lifetouch "Partner in Education" Program. Each picture is positively identified with student's name and grade. Four prints have self-adhesive tape.

5. Class Directories

- We will provide a class directory for each middle school of all the students photographed. The portraits in this book are full color, can be sorted alphabetically by school or grade and contain an index to quickly identify students.

6. Principal's Album

- Lifetouch personalizes an album with the school name and school year. This Principal's Album contains all staff and class pictures.
- Each elementary school will receive the album when school pictures are delivered.

7. Complimentary Staff/Parent Volunteer Portrait Packages

- Lifetouch provides each staff member with a complimentary portrait package, including their class portrait.
- Lifetouch also provides a complimentary portrait package of their children to parent volunteers, PTA or similar groups that personally assist Lifetouch on picture day.

8. Family Discounts

- Lifetouch offers a family plan to parents with three or more children attending the same school. Parents purchasing picture packages at regular price for two children may purchase any additional package of equal or lessor value for \$1.00.

9. District Board Photographs

- Lifetouch will photograph, at no cost, a group picture of the San Ysidro School Board. A color 8 x 10 picture will be furnished to the district office.



2101 E 4th St. Bldg B, 2nd Floor
Santa Ana, CA 92705

February 15, 2017

To: Maria Rodriguez, Principal
Vista Del Mar Elementary School

From: Marty Maya, Senior Operations Manager
Principal's Exchange

Re: Academic Support

It is with pleasure that we submit this proposal to partner with your school. As a State-approved technical support provider, we welcome the opportunity to support Vista Del Mar Elementary School in your continued efforts to promote student success through a data-driven systems framework. The table below outlines the projects you have requested.

	Description	Timeframe/Cost
Academic Support	Guided Planning Support for grades K-3.	March 2017-April 2017
Guided Planning	Guided Planning: 8:00am to 2:00pm 3/14/17 4/4/17 4/11/17	\$6,600
Total		\$6,600

I am available to discuss any part of this proposal at your convenience. Please do not hesitate to contact me at: Email: marty_c@principals-exchange.org Ph. 626.644.8003

San Ysidro School District

Principal's Exchange

J. Arturo Sanchez Macias, Deputy Superintendent
Board approved: _____

Randy Barth, Executive Chairman

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENT WITH AGUILAR AND ASSOCIATES FOR
CIVIL ENGINEERING DESIGN – CHANGE ORDER

BACKGROUND INFORMATION:

Aguilar & Associates is currently assisting the District with the renovation projects at Smythe and La Mirada Schools. On March 9, 2017, the Governing Board approved an agreement with Aguilar & Associates to assist with the reconfiguration projects at Ocean View Hills and Vista Del Mar Schools.

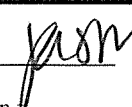
Vista Del Mar School has an existing flooding issue occurring in the current kindergarden area. In order to resolve this issue, re-engineering and possibly regrading of the location is needed to redirect the water that is draining towards the buildings and is infiltrating into the classrooms causing damage and impeding classes during rainy days. The District wishes to address and resolve this problem for the safety of students and staff.

Since Aguilar & Associates will be working at the Vista Del Mar School with the reconfiguration project, it is ideal for them to provide the architectural and engineering services to resolve this situation.

RECOMMENDATION:

Approve the Change Order to the agreement with Aguilar & Associates to include Civil Engineering Services at Vista Del Mar School at an estimated cost of \$33,005.00 from the building fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition

☒ Yes ☐ No

☒ Yes ☐ No

\$33,005.00

(Amount)

Building Fund

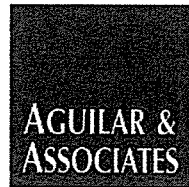
(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board



March 29, 2017

Mr. Arturo Sanchez-Macias
Deputy Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

CHANGE ORDER

VIA E-MAIL: Arturo.macias@sysd.k12.ca.us

Subject: Professional Architectural/Engineering Services Proposal for San Ysidro School District for Civil Engineering design for Vista Del Mar Elementary School, to re-engineer the existing kinder compound for water diversion and drainage.

Dear Mr. Sanchez-Macias:

Aguilar & Associates is pleased to present this scope change proposal for the engineering of the open space areas at the kinder compound at Vista Del Mar Elementary School. It is our understanding that the District wishes to address the flooding that is currently occurring at the classrooms at buildings C-700, C-800, and C-900. The reason for this flooding is that the current site grading is such that water is draining towards the buildings and water is infiltrating into the classrooms, damaging flooring and impeding classes during raining days. Attached please find Exhibit A which represents our understanding of the scope of the project based on our meetings, site observations, and our civil team's evaluation of the site and the as-built drawings. Please feel free to correct our understanding and work plan, if needed.

SCOPE OF WORK AND FEE

1. Attached Exhibit A - Engineering Scope and Fee
2. Attached Exhibit B - Location and Limits of the added services

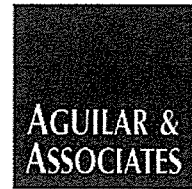
Please add 15% coordination and management fee, which includes coordination with our Civil Engineering team.

FEE SUMMARY

1. Task 1 – Topographic Survey Existing Conditions	\$ 7,000.00
2. Task 2 – Construction Documents DSA Ready	\$19,500.00
3. Task 3 – Construction Support (2 site visits and RFIs)	\$ 2,200.00
15% Consultant Coordination and Management Fee	\$ 4,305.00

Total Fee: **\$33,005.00**

The current scope and fee does not include design for the Storm Water Pollution Prevention Plan. This fee would be an optional service if the local jurisdictions require such a plan. Please note that we have not included scope and fee for the water intrusion detected at the windows since this will require forensic investigation by the District. We will be happy to assist the District in recommending forensic consultants for this type of work.



EXCLUDED SERVICES

All services excluded on Exhibit A and summarized as follows in this proposal:

All excluded services above, and,

1. Application and presentation to municipal agencies regarding existing drainage and utilities, rainwater harvesting-recycled water design, joint trench designs, potholing, utility capacities, exterior lighting design, boundary/mapping, cost estimating, pump stations design.
2. Extensive code reviews and analysis, geotechnical reports, CEQA, entitlements, and offsite improvements/studies.
3. Any other engineering disciplines including Structural, Mechanical, Electrical, Plumbing and Fire Protection engineering.

SCHEDULE

We are prepared to commence the above services upon receipt of your written authorization to proceed.

Because of the tight deadlines and schedule constraints, we graciously request your approval to proceed not later than the end of the week if all possible.

If you find this proposal satisfactory, it will be used as the basis for a Change Order per the terms and conditions incorporated on our Basic Agreement for the Vista Del Mar Laboratory Conversion.

Arturo, if you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss this proposal with you. Thank you for the opportunity to submit this Change Order proposal to you. We enthusiastically look forward to continue our working relationship with you and your team on this project.

Very truly yours,
Aguilar & Associates

A handwritten signature in black ink, appearing to read 'Guillermo Aguilar'.

Guillermo Aguilar, AIA Principal

APPROVED:

Arturo Sanchez-Macias
Deputy Superintendent

DATE: -----

Revised: March 22, 2017 - REV 3-29-17

EXHIBIT "A"

Kirsten Kepner – Project Manager
Aguilar & Associates
1400 Quail Street, Suite 225
Newport Beach, CA 92660
Transmitted Via Email

Subject: Vista Del Mar School Civil Engineering and Surveying
Proposal BKF Project No. 20172039

Dear Ms. Kepner:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering and land surveying services regarding the Vista Del Mar School Project located in the City of San Ysidro, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, assumptions, and associated fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained from the email sent by Aguilar & Associates (Aguilar), our understanding of the project is as follows:

The campus is experiencing flooding into the classrooms during rain events. This proposal is for the evaluation and the design of modifications for Buildings C700, C800, and C900 only. The hardscape outside the building will be surveyed and a new hardscape, drainage, and storm drainage design will be developed to eliminate the drainage from entering the classrooms. During the design of the hardscape, path of travel from all the primary entrances for the buildings mentioned above will be evaluated and if necessary a new design developed. The limits of the surveying and design as delineated on Exhibit 'A'.

BASIS OF DESIGN

Our proposal is based on:

As-Builts drawings provided by Aguilar on 3-8-17

Site Photos provided by Aguilar on 3-8-17

SCOPE OF SERVICES

TASK 1 – TOPOGRAPHIC SURVEY

- 1) Topographic Survey** – Our BKF field crews will perform a topographic survey to locate detailed topography within the site area location and where critical exit and entry doors connect to the sidewalk where ADA accessibility conformance is vital to the design. Additionally they will locate existing visible utilities within and to serve the site and obtain the rim and invert elevation of gravity utilities that serve, or are directly adjacent to, the site. Ground shots will be gathered to fully understand the existing drainage patterns and possible mitigations.

8A.5

TASK 2 – CONSTRUCTION DOCUMENT PHASE

- 1) **Coordination** – Based on the comments and direction received from the District and Architect, BKF will prepare documents for construction. We will continue to coordinate drainage systems, hardscape, landscape and site grading with the team.
- 2) **Drawings** – We will prepare the following drawings:
 - a. Existing Conditions
 - b. Horizontal Control Plan
 - c. Precise Grading Plan
 - d. Drainage Plans
 - e. Erosion Control Plan
 - f. Construction Details
- 3) **Calculations** – BKF will prepare the following final calculations:
 - a. Storm Drain hydrology and hydraulics, if needed.
- 4) **Submittals** – BKF will provide a submittal 100% level of completion. If additional submittals for review with the District become necessary, BKF will prepare an additional fee request for approval.
- 5) **Storm Water Quality Management Plan (SWQMP) Compliance** – If needed, BKF will develop the methods to meet the SWQMP requirements for post-construction storm water discharge. BKF will work with the project architect to implement the site water quality features. BKF will prepare a Storm Water Control Report. This report will show calculations as well as site design features that will serve to treat the site stormwater.
- 6) **Specifications** – BKF will prepare final technical specifications in CSI format for elements included in our scope of work.
- 7) **Project Approval** – BKF will revise the drawings based on District comments and re-submit for review. We have allocated fee for one (1) re-submittal.
- 8) **DSA Back Check** - BKF will review the comments received from DSA for civil related items and will address these comments in both written form as well as incorporation into the plans.
- 9) **Meetings** – BKF will attend two (2) coordination meetings during the Construction Documents phase.

TASK 3 – CONSTRUCTION SUPPORT

- 1) **Site Observation Visits** – BKF will visit the site to provide clarification of the consultant's design intent for the contractor, architect or owner. We have allocated fee for two (2) visits. If field surveying by our survey crew is necessary to confirm grading/formwork is in conformance with the approved design, it will be additional services.
- 2) **Requests for Information** – BKF will respond in writing to written requests for information associated with civil design items.
- 3) **Submittal Review** – BKF will review and return submittals for those items included in the scope of work.
- 4) **Record Drawings and Closeout** - No As-Builts will be prepared.

8A.5

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE GEOTECHNICAL AND
ENVIRONMENTAL SCIENCES CONSULTANTS

BACKGROUND INFORMATION:

Due to the reconfiguration and modernization projects taking place, geotechnical and environmental surveys are recommended to make sure school sites meet certain requirements. Now that we are in the design and implementation phase, it is necessary to have updated surveys performed.

The District recommends to retain the services of Ninyo & Moore to conduct the geotechnical and environmental surveys.

RECOMMENDATION:

Approve/Ratify the agreement with Ninyo and Moore to perform geotechnical and environmental surveys at an estimated cost of \$100,000.00 from the building fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: rum

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATE

\$100,000.00

(Amount)

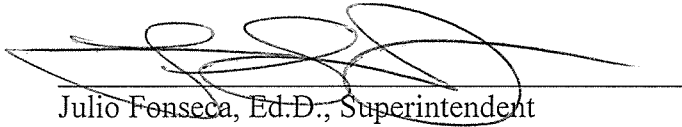
Building Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this _____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

Ninyo & Moore
Company/Consultant

(858) 576-1000 (x11235)
Telephone Number

5710 Ruffin Road, San Diego, CA 92123
Address

gsmith@ninyoandmoore.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: 06-01-17

To: Completion of project

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District in any way.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
(Item #5 - District is waiving this item: _____)

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Indemnification for Professional Liability Claims:

For liability arising out of professional services, the Contractor shall indemnify but shall have no duty to defend the District, their Governing Boards and each member thereof, their officers, and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of Contractor, or any of its employees or subcontractor's negligent acts or omissions under this Agreement. The only exception to Contractor's responsibility to indemnify is that Contractor shall not be required to indemnify for damages to the extent caused by the District or any other indemnitees negligence, whether sole, concurrent or contributory.

8A.6

SAN YSIDRO SCHOOL DISTRICT

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Indemnification for All Other Claims:

The Contractor shall hold harmless, defend and indemnify, for damages arising out of bodily injury, death and property damage, the District, their Governing Boards and each member thereof, their officers, and employees against all claims, demands, actions and suits (including reasonable post tender attorney's fees and costs) brought against any of them arising from the Contractor's work or any of its subcontractor's work under this Agreement other than professional services. The only exception to Contractor's responsibility to indemnify is that Contractor shall not be required to indemnify for damages to the extent caused by the District or any other indemnitees negligence, whether sole, concurrent or contributory.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	
Name:	
Title:	
Address:	
City/State/Zip Code:	
Telephone:	
Email:	

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 X3065
Email:	arturo.macias@sysd.k12.ca.us	Victor.guzman@sysd.k12.ca.us

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

DISTRICT

Firm Name
Signature of Authorized Agent
Print Name, Title
Date:
Phone Number

San Ysidro School District
Firm Name
Signature
J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title
Date
Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF STUDY

Ninyo & Moore will conduct the following during the Summer Modernization projects at Smythe and La Mirada Elementary Schools:

1. Geotechnical Observation
2. Special Inspection
3. Materials Testing

Fees include Time and Materials (Refer to attached Schedule of Fees)

Not to exceed costs: \$100,000.00

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician*	\$ 100
Nondestructive Examination Technician*, UT, MT, LP	\$ 100
Pull Test Technician and Equipment*	\$ 102
Senior Field/Laboratory Technician*	\$ 92
Field/Laboratory Technician*	\$ 92
ACI Concrete Technician*	\$ 92
Concrete/Asphalt Batch Plant Inspector*	\$ 92
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 92
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 140 /day
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage	\$ 15 /hr
Field Vehicle Usage	\$ 12 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, &	\$ 200
AASHTO T-180 (Rock corrections add \$100)	
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D, D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

Reinforcing and Structural Steel

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

Concrete

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunit/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

Asphalt Concrete

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

Aggregates

Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

Roofing

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH CAROLYN KARINEN FOR
EXTENDED SCHOOL YEAR 2017

BACKGROUND INFORMATION:

The District is preparing for the Extended School Year 2017 and has determined that students participating in the summer program require speech services per their Individualized Education Program (IEPs). Ms. Carolyn Karinen, CCC-SLP, a non-public agency, has been providing speech services for special education students through a SELPA approved Master Contract for 2016-17, unfortunately this agreement ends on June 30, 2017.

In order to meet Federal regulations and to be in compliance, the Special Education Department is recommending that Ms. Carolyn Karinen be retained to continue providing Speech and Language Pathologist services during the Extended School Year 2017 and conduct initial evaluations to students who are transitioning to the preschool program.

Cost implication: \$75.00 per hour x 5.5 hours a day x 19 days. The estimated total cost is \$7,837.50.

RECOMMENDATION:

Approve the agreement with Carolyn Karinen, CCC-SLP, to provide speech therapy and conduct evaluations to special education students for the Extended School Year 2017, at an estimated cost of \$7,837.50 from the Special Education fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: *jam*

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition#

☒ Yes ☐ No

☒ Yes ☐ No

Estimated

\$7,837.50

(Amount)

Special Education

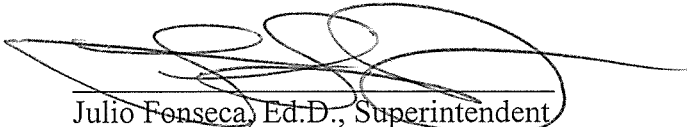
(Name of funding source and/or location)

0100-65005001-3900-5600-005-052

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 31st day of May, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Carolyn Karinen, CCC-SLP
Company/Consultant

(619) 332-4330
Telephone Number

4319 Allen School Lane, Bonita, CA 91902
Address

Carolyn.karinen@sysd.k12.ca.us
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: July 1, 2017

To: July 19, 2017

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District in any way.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. District is waiving this item _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. District is waiving this item _____
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* District is waiving this item _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000. District is waiving this item _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as 8A7 by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Carolyn Karinen
Title:	Speech Language Pathologist
Address:	4319 Allen School Lane
City/State/Zip Code:	Bonita, CA 91902
Telephone:	(619) 332-4330
Email:	Carolyn.karinen@sysd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Janette Ridgels
Title:	Deputy Superintendent	Interim Director of Special Education Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3092
Email:	arturo.macias@sysd.k12.ca.us	Janette.ridgels@sysd.k12.ca.us

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

The District is preparing for the Extended School Year 2017 and has determined that students participating in the summer program require speech services per their Individualized Education Program (IEPs). Ms. Carolyn Karinen, CCC-SLP, a non-public agency, has been providing speech services for special education students through a SELPA approved Master Contract for 2016-17, unfortunately this agreement ends on June 30, 2017.

In order to meet Federal regulations and to be in compliance, the Special Education Department is recommending that Ms. Carolyn Karinen be retained to continue providing Speech and Language Pathologist services during the Extended School Year 2017 and conduct initial evaluations to students who are transitioning to the preschool program.

Cost implication: \$75.00 per hour x 5.5 hours a day x 19 days. The estimated total cost is \$7,837.50.

//

Approved:

J. Arturo Sanchez Macias
Deputy Superintendent

Carolyn Karinen
CCC-Speech and Language Pathologist

Date

Date

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENT WITH BKF ENGINEERS

BACKGROUND INFORMATION:

The District is going through an extensive reconfiguration and modernization of school sites. In order to proceed with the established timeline and to have all the necessary reports required by the Department of the State Architect (DSA) and other State entities, the District needs an experience company that will conduct studies at the school sites, in particular the Smythe and La Mirada School projects.

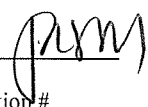
BKF Engineers is an engineering company with more than 100 years of experience. They have extensive local knowledge that provides an understanding of issues relating to feasibility, permitting, and entitlement approvals. The District recommends to retain the services of BKF Engineers to conduct the following:

- Topographic Surveying \$7,500.00
- Construction Documents \$19,500.00
- Construction Support \$2,200.00
- Storm Water Pollution Prevention Plan (Optional) \$5,000.00
- Reimbursable expenses (Estimate) \$600.00

RECOMMENDATION:

Approve/Ratify the agreement with BKF Engineers to assist in the modernization projects at Smythe and La Mirada Schools at an estimated cost of \$34,800.00 from the building fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-17 & 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$34,800.00

(Amount)

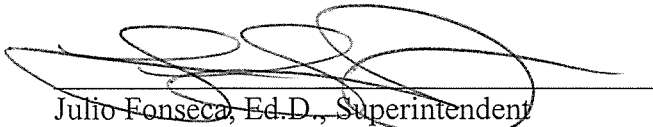
Building Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this _____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

BKF Engineers

Company/Consultant

(949) 526-8460

Telephone Number

4675 MacArthur Court, Suite 400, Newport Beach, CA 92660

Address

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: June 1, 2017

To: Completion of project

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District.

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to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	BKF ENGINEERS
Name:	Chris Rideout, PE
Title:	Principal
Address:	4675 MacArthur Court, Suite 400
City/State/Zip Code:	Newport Beach, CA 92660
Telephone:	(949) 526-8462 / Fax (949) 526-8499
Email:	

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DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	arturo.macias@sysd.k12.ca.us	Victor.guzman@sysd.k12.ca.us

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

BKF Engineers

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. BKF shall have no other obligations or responsibilities for the project except as provided in this proposal letter, or as agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services.

For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a. **Title Report** – A title report for the property will be provided by the owner.
- b. **Geotechnical Report** – A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendation.
- c. **Existing Utilities** – Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. BKF highly recommends that critical facilities be potholed during design or prior to construction.
- d. **Potholing** – Potholing services are not included in this proposal unless specifically identified.
- e. **Existing Utility Capacities** – Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- f. **Site Plan** – At the completion of the Design Development phase, the site plan is final and only minor alterations will be made. Any significant changes from the architect or owner may necessitate additional fees.

2) Responsibilities

- a. **Civil Engineering Scope Items** – BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control and striping/signage for the parking areas and building locations if included in the scope.
- b. **Architect** – The architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A final site plan will be provided by the Architect prior to our beginning the CD phase. All work within the building (including any podium, porches, garages, or ramps) will be the architect's scope of work.
- c. **Site Utilities** – All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work. Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor. BKF's limit of utility design ends five feet outside the building envelope.
- d. **Site Landscape/Irrigation** – This service is not anticipated for this project.
- e. **Structural Details** – Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining

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walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.

- f. **Mechanical, Electrical and Plumbing (MEP)** – All site HVAC, power, gas, communications, and low voltage improvements will be coordinated, designed, and documented by others.
- g. **Rainwater Harvesting-Recycled Water**-No design is included for rainwater harvesting. It is also assumed that the building is not double piped for the purpose of providing recycled water for toilet flushing.
- h. **Joint Trench Design** – Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. BKF will support their efforts and coordinate with the site design. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i. **Lighting Design & Photometric Analysis** – Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j. **Boundary/Mapping** – We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included. We have assumed survey control for both the vertical and horizontal datums will be provided by the District. If additional survey control needs to be established, we can provide that service as an additional fee.
- k. **Cost Estimating** – All cost estimating will be provided by a project estimator. BKF will review the SD, DD, and CD estimates for general consistency with the plans and specifications.
- l. **Pump Stations** – Pump station design (electrical, mechanical, plumbing, and site work) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.

3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a. **CEQA/EIR Consulting** – Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b. **Conditions of Approval** – The proposal is based solely on the conditions of approval identified in the scope of work by BKF (if available). Any additional conditions of approval, or new conditions (if none are available with the base scope of work) will be considered additional work.
- c. **Off-Site Improvements** – Off-site improvements are limited to those described in the scope of work. If additional off-site improvements are subsequently required during the planning, entitlement process, or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope.

4) Meetings

- a. **Meetings** – Meetings will be held in the Newport/San Ysidro and will have a maximum duration of four (4) hours including travel time.

5) Phasing, Delivery and Deliverables

- a. **Phasing** – The project will be constructed in one phase and that construction phasing plan(s), or interim condition plans, will be provided by others unless otherwise indicated in the base scope of work.
- b. **Submittals** – All submittals to, and the coordination thereof, the consultant team and owner will be processed by others unless otherwise specifically indicated in the base scope of work.
- c. **Permits** – Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others (i.e. a client representative). BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d. **Drawings** – All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e. **Building Information Modeling (BIM)** – We have not included time to convert civil design or existing conditions AutoCAD files into BIM model files.

6) Construction

- a. **QSD Services/Storm Water Pollution and Prevention Plan (SWPPP)** – A SWPPP, the Notice of Intent, and Notice of Termination will be provided by others unless otherwise delineated in the scope of work. We have provided this service as an optional service in this proposal.
- b. **Traffic Control Plan and Construction Haul Route Plan** – These will be prepared and coordinated by the Contractor. We can provide this service as an additional scope item at your request.

- 7) **Meetings** – We have not included attendance at regularly scheduled construction meetings as part of the scope of services.

OPTIONAL SERVICES

OPTIONAL TASK 1 –STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- 1) **SWPPP PREPARATION** – Because the project disturbs more than an acre it is subject to filing a Notice of Intent (NOI) to discharge. BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). We will provide support services to the owner's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website. It is assumed the contractor or project owner will provide Qualified SWPPP practitioner services for the project. No fee is included in this proposal for these services. Because there are improvements within the public right of way, a permit from the City of San Diego/San Ysidro.

SCHEDULE

We understand the design will begin in the March of 2017 and will proceed through DSA approval.

COMPENSATION

1) BASE SCOPE OF WORK:

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Topographic Surveying	\$7,000
2	Construction Documents	\$19,500
3	Construction Support	\$2,200
Total Labor Fee		\$28,700

In addition, please budget \$600 for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots.

2) OPTIONAL SERVICES:

At your request, BKF can provide the following optional services on a time and materials not to exceed basis in accordance with the attached rate schedule.

Optional Task	Fee
Optional Task 1 – Storm Water Pollution Prevention Plan	\$5,000

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at (949) 526-8462 if you have any questions regarding our scope of services.

Sincerely

BKF ENGINEERS



Chris Rideout, PE
Principal

GENERAL NOTES

1. THE CONTRACTOR SHALL INCUR ALL 1947- CO. 4 FOR PRESENT AND FUTURE TAXES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
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8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FOR THE PROJECT.

TOPOGRAPHY SOURCE

VERTICAL MAPPING RESOURCES, 7025 E. GOLDING DRIVE,
SUITE 101, SCOTTSDALE AZ 85260 TPO SOURCE METHOD:
AUTOMATED TPO SOURCE DATE: JAN 7, 2007

BENCHMARK

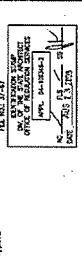
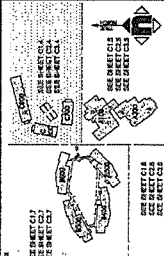
A BRASS DISC ON THE SOUTHWEST CORNER OF BRIDGE AT
I-805 & DEVER BLVD FOR THE CITY OF SAN DIEGO
VERTICAL CONTROL. ELEVATION 138.45. DATE: 6/5/09

BASIS OF BEARINGS.

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (NAD83) ZONE 6, AS DETERMINED BY THE LINE BETWEEN STATION NO. 5 1303 & 1306 FOR RECORD OF SURVEY 14492 WITH A BEARING OF N

LEGEND

- INDICATES FOUND MOMENT, 2" IRON PIPE #17H DISC WARED "R.C.E. 22609" FOR 505 10516
- INDICATES FOUND MOMENT, 2" IRON PIPE, OPEN



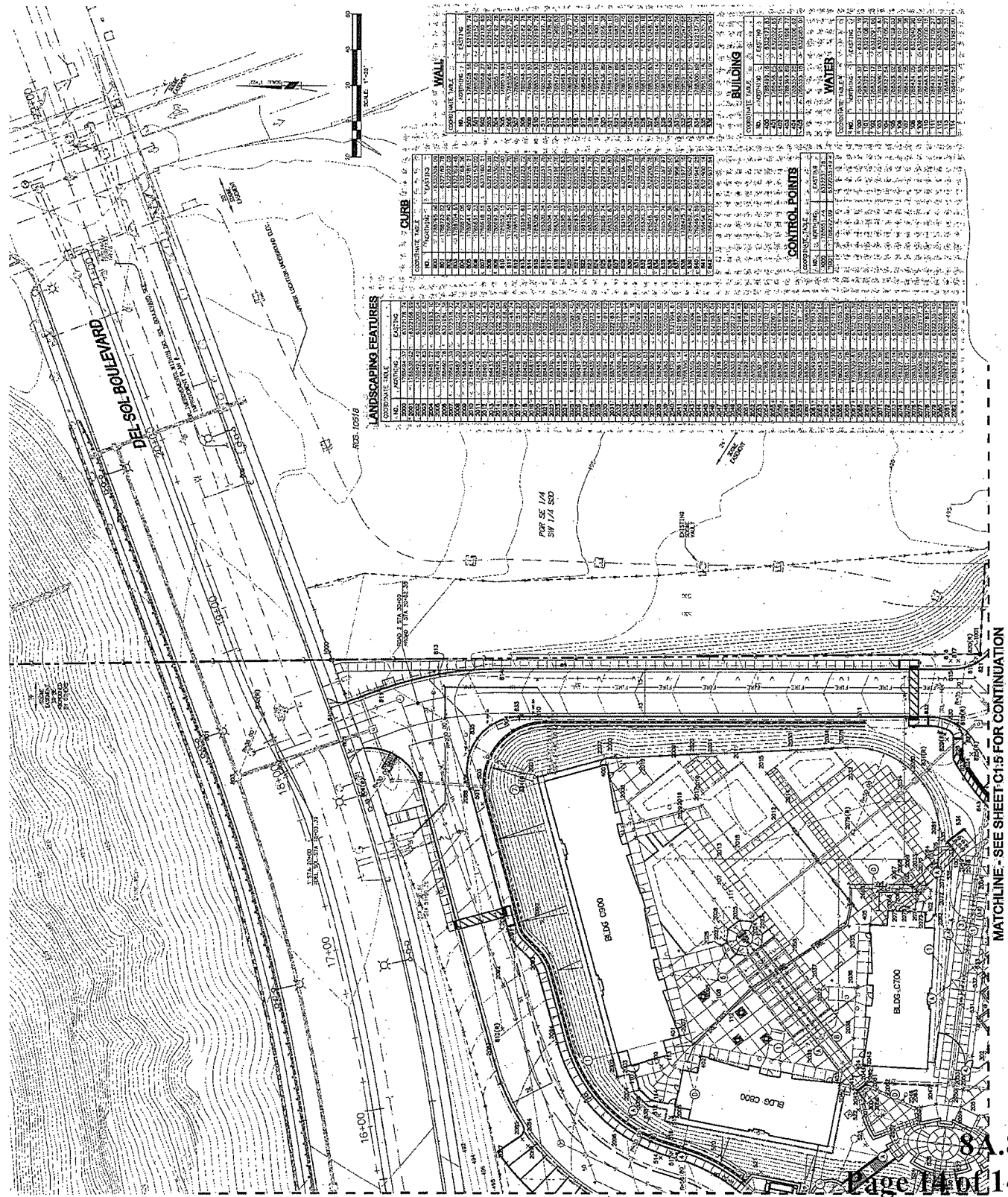
**SAN YSIDRO SCHOOL DISTRICT
VISTA DEL MAR SCHOOL**

INCREMENT #2 OF 2

CONSTRUCTION DOCUMENTS

[illegible][illegible]

	Drawn	DC:JMF	Scale	1"=30'	J.A.S. 02/23/2003
	Graded	L/S	Drawing No.	C14	
	Date	FEB 18, 2009			



MATCHLINE - SEE SHEET C-1.5 FOR CONTINUATION

MATCHLINE - SEE SHEET C1.7 FOR CONTINUATION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENT WITH ALLIANCE ENGINEERING OF CALIFORNIA, INC.

BACKGROUND INFORMATION:

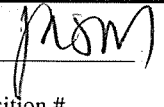
The District is going through an extensive reconfiguration and modernization of school sites. In order to proceed with the established timeline and to have all the necessary reports required by the Department of the State Architect (DSA) and other State entities, the District needs experienced companies that will conduct studies at the school sites, in particular the Smythe and La Mirada School projects.

The District recommends to retain the services of Alliance Engineering of California, Inc. to directly supply DSA Project Inspection as described in the Project Specification and the California Administrative Code (CAC). Duties and limits of authority are strictly per Title 24, Part 1.

RECOMMENDATION:

Approve the agreement with Alliance Engineering of California, Inc. to assist in the modernization projects at Smythe and La Mirada Schools at an estimated cost of \$236,123.84 from the building fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-17 & 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$236,123.84

(Amount)

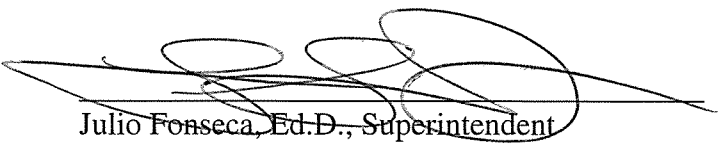
Building Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of June, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance Engineering of California, Inc.
Company/Consultant

(760) 942-8430

Telephone Number

P. O. Box 232147, Encinitas, CA 92023-2147
Address

Aec-insp@pacbell.net

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: June 1, 2017

To: Completion of project

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

8A.9

Page 2 of 12

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District in any way.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
District is waiving this item # 5 _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Alliance Engineering of California, Inc.
Name:	Frederick L. Snedeker
Title:	President
Address:	P. O. Box 232147
City/State/Zip Code:	Encinitas, CA 92023-2147
Telephone:	(760) 942-8430 / Fax (760) 942-7313
Email:	aec-insp@pacbell.net

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	arturo.macias@sysd.k12.ca.us	Victor.guzman@sysd.k12.ca.us

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

Alliance Engineering of California, Inc.

Firm Name

Signature of Authorized Agent

Frederick L. Snedeker, President

Print Name, Title

Date:

(760) 942-8430

Phone Number

DISTRICT

San Ysidro School District

Firm Name

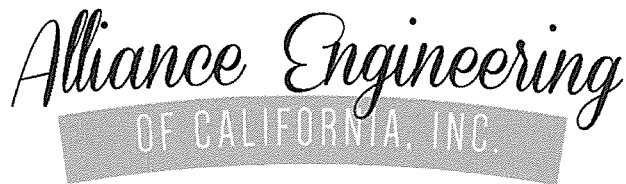
Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved



P.O. BOX 232147 • ENCINITAS, CA 92023-2147 • E-MAIL: aec-insp@pacbell.net

TEL: 760-942-8430 • FAX: 760-942-7313 •

EXHIBIT A

May 08, 2017

Attn: Arturo Sanchez-Macias, Deputy Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

Re: DSA Project Inspection
Projects: Smythe E.S.: Ap# 04-115906, La Mirada E.S.: Ap# 04-115907
Modernizations-Summer 2017

Scope: Alliance Engineering of CA, Inc. will directly supply DSA Project Inspection as described in the Project Specification and the California Administrative Code (CAC). Duties and limits of authority are strictly per Title 24 Part I.

Term: This proposal is time and scope sensitive. It is offered with the understanding that construction start times and durations are as indicated. Construction is estimated to begin on, or about, June 1, 2017, and extend to August 31, 2017.

PROPOSAL

Starting June 1 through August 19, 2017

DSA inspection services budget to be billed hourly as follows:

DSA Project Inspector		
480/hrs. Regular Time Maximum	\$120.40/Hr.	\$ 50,792.00
240/hrs. Week Day Overtime Maximum	\$168.56/Hr.	\$ 40,454.40
144/hrs. Saturday Maximum	\$168.56/Hr.	\$ 24,272.64
	Total	\$115,519.04
Associate at Smythe E.S.		
480/hrs. Regular Time Maximum	\$ 55.00/Hr.	\$ 26,400.00
240/hrs. Week Day Overtime Maximum	\$ 77.00/Hr.	\$ 18,480.00
144/hrs. Saturdays Maximum	\$ 77.00/Hr.	\$ 11,088.00
	Total	\$ 55,968.00
Associate at La Mirada E.S.		
480/hrs. Regular Time Maximum	\$ 55.00/Hr.	\$ 26,400.00
240/hrs. Week Day Overtime Maximum	\$ 77.00/Hr.	\$ 18,480.00
144/hrs. Saturday Maximum	\$ 77.00/Hr.	\$ 11,088.00
	Total	\$ 55,968.00
	Sub Total	\$227,455.04

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Closeout August 21-31, 2017

DSA Project Inspector

72/hrs. Regular time Maximum \$120.40Hr.

\$ 8,668.80

DSA Required Office provided by San Ysidro School District

Total Maximum Budget

\$236,123.84

Every effort will be made to minimize overtime, and cover the projects with proper inspection to meet DSA standards. The contractor must supply the State-mandated Contractor Quality Control required under DSA IR-A24 and provide written request Notice of Inspection.

This Includes: All materials and labor required to perform the work. Additionally, it includes all Insurance, taxes and wages.

This excludes: Additional work included, but not shown on the original approved plans and specifications, or additional material tests and special inspections ordered by Architect, Structural Engineer, or Owner. Additionally, it does not include inspection and tests required due to defective work inadvertently, or deliberately, introduced into the Project, or caused by error or omission of the Contractor. Such re-inspections and re-testing will be billed to the Owner, then back charged to the responsible Contractor as the Owner and Architect determine.

See attached General Notes.

Insurance: AEC carries \$2,000,000.00 of general aggregate liability including \$1,000,000.00 in auto liability, \$1,000,000.00 in workman's compensation, and \$1,000,000.00 in professional liability.

Alliance Engineering of CA, Inc.

San Ysidro School District



Frederick L. Snedeker, President

Arturo Sanchez Macias, Assistant Superintendent
of Business

** Signature constitutes acceptance of proposal. Terms and conditions will be finalized in a standard District inspection contract.

GENERAL NOTES

To comply with the requirements of the Department of Industrial Relations:

Premium Overtime: Rates are based on labor conditions. The company works on a standard overhead and profit margin. As a result: An overtime rate of 1.4 times the regular rate will apply for all work over 8 hours per day and for the first 12 hours of work on Saturdays. The premium rate of 1.8 times the regular rate will apply to all work on Sundays and holidays or in excess of 12 hours on any day. Work performed outside the hours of 7:00 a.m. to 3:30 p.m. may be subject to an overtime rate of 1.4 times the regular rate. Overtime rates for third party consultants and laboratory services may vary.

Inspection shift differential may apply on work performed outside of 6:00 a.m. to 5:00 p.m. Monday through Friday.

All hours worked or paid shall be computed in one-half hour increments.

Recognized holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Minimum: All rates are based upon a 4-hour minimum charge for assignments for which a report is issued. A minimum charge of 8 hours will apply for all assignments of 4 to 8 hours when another assignment is unavailable. A 2-hour charge for show up will be made for late cancellations to the work or when inspectors reports for work but for whom no work is provided.

Transportation costs will be billed at the rate of \$0.60 per mile for activity within the client's multiple site assignments to cover vehicle costs where travel is required during the same workday. Cell phone charges specific to the project will be reimbursed at a rate of \$0.35 per minute.

A per diem rate of \$145.00 per person or suitable room and board, per day will be charged whenever our personnel are required to stay overnight, beyond a 50-mile radius of site location.

Inspector's site facilities to be provided by the Client, through the contractors, as specified in the contract documents including, but not limited to: Desk, Telephone, Fax/Copier/Scanner machine and printing cartridges, Plan Table, File cabinet (lockable), and Temporary Utilities (power, 2 phone lines, internet connection).

The inspector will be provided all consumable materials including office supplies. The inspector will be required to have the "Tools of the Trade". This would include, but not be limited to, a digital camera, computer and necessary software, and cell phone.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES –
SUMMER PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District is seeking for a local community organization that is qualified and interested in providing Extended Learning Services during the District's summer program. Three organizations submitted proposals. The organizations that participated were: *arc*, South Bay Community Services and YMCA. A parent/guardian survey was posted on the District's website and robo calls were placed to request parents'/guardians' input. The recommendation of the provider is based on the proposals and the parent/guardian survey. Parent/Guardian surveys results: Out of the 96 surveys (85 English and 11 Spanish) received, the results are as follows:

▪ <i>arc</i> :	▪ South Bay Community Services:	▪ YMCA:
<i>English (4) 4.9%</i>	<i>English (5) 6.17%</i>	<i>English (72) 88.89%</i>
<i>Spanish (2) 18.18%</i>	<i>Spanish (0) 0%</i>	<i>Spanish (9) 81.82%</i>

Note: 4.16% of the English surveys did not choose a vendor.

RECOMMENDATION:

Approve/Ratify the request for services for the summer 2017 ASES Services and approve to enter into agreement with the YMCA as the ASES provider for the summer program at an amount not to exceed \$85,000.00 from the ASES supplemental fund and the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: *jam*

Financial Implications?

Are funds for this item available in the 2016-17 & 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$85,000.00

(Amount)

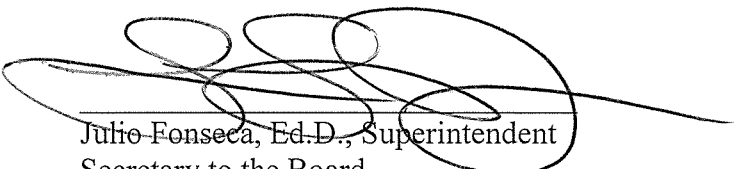
ASES Supplemental & General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board



Quality education and opportunity for all students to succeed

18 de mayo, 2017

Estimados Padres del Distrito Escolar de San Ysidro/Tutores,

Actualmente estamos en el proceso de obtener un nuevo proveedor para el programa de después de escuela y de verano. Le aseguramos que nuestra meta es asociarnos con una organización que ofrecerá un programa de calidad para todos los estudiantes.

Nos complace poder ofrecer un programa de verano GRATIS a los estudiantes del Distrito Escolar de San Ysidro.

Inscripción y elegibilidad para el Programa de Verano:

Todos los participantes en el programa después de escuela recibirán prioridad para la inscripción al programa de verano. Si su hijo está inscrito actualmente en el programa después de escuela, por favor llene el formulario "Interés Para el Programa de Verano" adjunto a esta carta, marque la casilla señalada indicando si "¿participa en el programa después de escuela?", y regrésela a la secretaria de la escuela de su hijo/a. El espacio es limitado, por lo que se le aconseja regresar el formulario lo antes posible.

Si su hijo NO está inscrito actualmente en el programa después de escuela, por favor llene el formulario "Interés Para el Programa de Verano" adjunto a esta carta y regrésela a la secretaria de la escuela de su hijo/a. La inscripción para espacios disponibles será en el orden que se reciba y el espacio es limitado, por lo cual se le aconseja regresar el formulario de interés lo antes posible.

Todos los formularios de interés deben presentarse no más tarde del viernes, 2 de junio a la 1:00 p.m. Una vez que se hayan recogido todas las formas, usted será contactado y se le informará si su hijo obtuvo la admisión al programa de verano.

Nuestro programa de verano funcionará como sigue:

Estudiantes elegibles: únicamente los que asistan de Kinder a 8vo. grado para el año escolar 2017-18
Fechas: 12 de junio 12 – 21 de julio
Días: Lunes – jueves
Horarios: 8:00 am – 12:30 pm
Lugar: Kinder a 6to. grado en la Escuela Willow
7mo. y 8vo. grado en la Escuela Ocean View Hills

Gracias por su continuo apoyo a las escuelas de San Ysidro. Si usted tiene alguna pregunta póngase en contacto con Alexis Rodriguez, Coordinadora del Programa ASES (619) 428 – 4476 x 3039, celular (619) 572-6452.



Quality education and opportunity for all students to succeed

May 18, 2017

Dear San Ysidro School District Parent/Guardian,

We are currently in the process of obtaining a new after-school and summer program provider. Be assured that our goal is to partner with an organization that will provide a high-quality program for all students.

We are pleased to offer a **FREE** summer program to students of San Ysidro School District.

Enrollment and eligibility for summer program:

All participants of the after-school program will receive priority for enrollment in the summer program. If your child is currently enrolled in the after-school program, please fill out the "Summer Program Interest" form which is attached to this letter, check the designated box stating "Currently participates in after-school program", and submit it to your child's school secretary. Space is limited so your early submittal is highly encouraged.

If your child is NOT currently enrolled in the after-school program, please fill out the "Summer Program Interest" form which is attached to this letter and submit it to your child's school secretary. Please note that space is limited and enrollment will be on a first-come, first-serve basis. Therefore your early submittal of the interest form is highly encouraged.

All interest forms must be submitted no later than Friday, June 2 at 1 p.m. Once all forms have been collected, you will be contacted and informed whether your child was granted admission into the summer program.

Our summer program will operate as follows:

Eligible students: Incoming Kindergarten through Incoming 8th Graders only

Dates: June 12 – July 21

Days: Monday – Thursday

Times: 8:00 am – 12:30 pm

Location: Kindergarten through 6th Grade will be at Willow Elementary School
7th and 8th Graders will be at Ocean View Hills

Thank you for your continued support of San Ysidro schools. If you have any questions please contact Alexis Rodriguez, ASES Coordinator at (619) 428 – 4476 x 3039, cell (619) 572-6452.



Quality education and opportunity for all students to succeed

Formulario de Interés Para el Programa de Verano

Padre/Tutor (1): _____

Padre/Tutor (2): _____

Nombre del estudiante	Escuela	Grado para el 2017-2018	¿Participa en el programa después de escuela?
			SÍ / NO
			SÍ / NO
			SÍ / NO
			SÍ / NO
			SÍ / NO
			SÍ / NO
			SÍ / NO

Domicilio: _____

Teléfono:(_____)_____

Correo electrónico : _____

(Favor de regresar a la secretaria de la escuela)

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Quality education and opportunity for all students to succeed

Summer Program Interest Form

Parent/Guardian (1): _____

Parent/Guardian (2): _____

Student's name	School	Grade 2017-18	Currently participates in after-school program?
			YES / NO
			YES / NO
			YES / NO
			YES / NO
			YES / NO
			YES / NO
			YES / NO

Address: _____

Phone Number: (_____) _____

Email: _____

(Please return this form to your school secretary)

Afterschool and Summer Program Survey

From the following list of vendors, which one would you prefer to provide services for our afterschool and summer programs?

- YMCA
- South Bay Community Services
- ARC

**Which activities would you like to see offered in our afterschool and summer programs?
(You may select as many as you'd like)**

- Sports
- Arts and Crafts
- Homework assistance
- Dance
- Music
- Science/Robotics
- Obstacle course training
- Yoga
- Rocket Science (catapult building/egg drop)
- Lego building
- Board games
- Zumba
- Story time
- Movies

Please provide any additional feedback or comments in the box below.

Thank you for your time and input.

Encuesta del Programa Después de Escuela y de Verano

¿De la siguiente lista de proveedores, cual preferiría que proporcionara servicios a los programas después de escuela y verano?

- YMCA
- South Bay Community Services
- ARC

¿Qué actividades le gustaría que se ofrecieran en nuestros programas después de escuela y de verano? (Puede seleccionar tantos como guste)

- Deportes
- Artes y Manualidades
- Asistencia con las Tareas
- Danza
- Música
- Ciencia/Robótica
- Entrenamiento para librar obstáculos
- Yoga
- Ciencia espacial (construcción de catapulta/experimentos con huevo)
- Construcción de LEGOS
- Juegos de Mesa
- Zumba
- Tiempo de Cuentos
- Películas

Por favor proporcione cualquier información adicional o comentarios en el cuadro a continuación

Gracias por su tiempo y comentarios.

Q1 What is your name? (First and Last)

Answered: 85 Skipped: -1

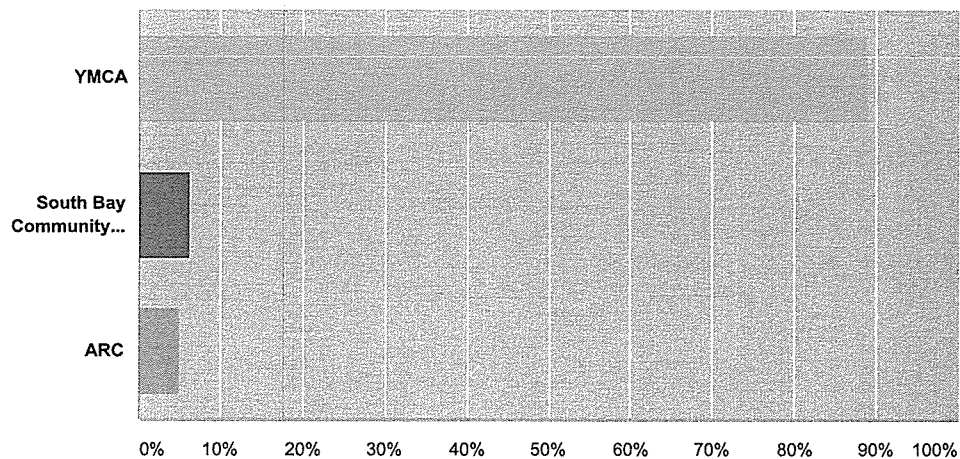
#	Responses	Date
1	Frank Bromberg	5/24/2017 3:22 AM
2	francisco Mata	5/24/2017 3:18 AM
3	Rigoberto Estrada	5/24/2017 3:09 AM
4	Eduardo Manuel Osuna	5/24/2017 2:59 AM
5	Keshona Rolle	5/24/2017 2:13 AM
6	Veronica Olvera-Salce	5/24/2017 12:39 AM
7	Grace Ramirez	5/24/2017 12:31 AM
8	Izcalli Casas	5/23/2017 9:42 PM
9	Ebony Lanehart	5/23/2017 4:58 PM
10	Natasha makayla osuna lopez	5/23/2017 2:28 PM
11	Jennifer Gaffney	5/23/2017 1:42 PM
12	Anthony Hamilton	5/23/2017 12:52 PM
13	Jasmin Divino Cortez	5/23/2017 12:48 PM
14	Jose Avina	5/23/2017 12:01 PM
15	Rene Soto	5/23/2017 11:54 AM
16	Guillermo Nistal	5/23/2017 11:30 AM
17	Jose Contreras	5/23/2017 11:28 AM
18	Carlos De la Torre	5/23/2017 11:20 AM
19	Maria Garcia	5/23/2017 11:20 AM
20	Rosie Lopez	5/23/2017 11:18 AM
21	Juan Lopez	5/23/2017 11:18 AM
22	Leticia Gomez	5/23/2017 11:16 AM
23	Uno Garcia	5/23/2017 11:15 AM
24	Gabriela Rios	5/23/2017 11:15 AM
25	Jimmy Martinez	5/23/2017 11:13 AM
26	Adriana Villegas	5/23/2017 11:13 AM
27	Aldo Rosales	5/23/2017 11:13 AM
28	Maria Garcia	5/23/2017 11:12 AM
29	Juana M-D	5/23/2017 11:11 AM
30	Juanita Lopez	5/23/2017 11:11 AM
31	Alejandro Garcia	5/23/2017 11:09 AM
32	Jose Martinez	5/23/2017 11:00 AM
33	Amanda Guile	5/23/2017 10:57 AM
34	Rose	5/23/2017 10:54 AM
35	Rose	5/23/2017 10:54 AM

36	wendy atfield	5/23/2017 10:51 AM
37	Jasmine Burns	5/23/2017 10:44 AM
38	Charisse lee	5/23/2017 10:21 AM
39	Aude Caballa	5/23/2017 10:19 AM
40	Maria Calaycay	5/23/2017 10:17 AM
41	Marlene Castaneda	5/23/2017 10:09 AM
42	Josephine welch	5/23/2017 10:07 AM
43	Rosa moreno	5/23/2017 10:04 AM
44	Paula Curielabreu	5/23/2017 10:04 AM
45	Sandra Alvarado	5/23/2017 10:04 AM
46	Laura Bouchot	5/23/2017 9:48 AM
47	sylvia silva	5/23/2017 9:48 AM
48	Delia Chaidez	5/23/2017 9:43 AM
49	Clair Clements	5/23/2017 9:42 AM
50	Lilia Charqueño	5/23/2017 9:41 AM
51	Melisa	5/23/2017 9:40 AM
52	Katie Saxton	5/23/2017 9:40 AM
53	Erica W.	5/23/2017 9:40 AM
54	Miroslava Valenzuela	5/23/2017 9:38 AM
55	Joyce Johnson	5/23/2017 9:37 AM
56	Elizabeth Ruiz	5/23/2017 9:36 AM
57	Alejandra Martínez	5/23/2017 9:33 AM
58	Lequisha Shines	5/23/2017 9:33 AM
59	Veronica Ibarra	5/23/2017 9:33 AM
60	Margarita Rosales	5/23/2017 9:33 AM
61	Valeria Martinez	5/23/2017 9:32 AM
62	Elizabeth Originales	5/23/2017 9:00 AM
63	Sandra berber	5/23/2017 7:54 AM
64	Carmen ordonez	5/23/2017 4:15 AM
65	Jackie Chan	5/23/2017 2:55 AM
66	Monique Quintana	5/23/2017 1:06 AM
67	Mary Reyes	5/23/2017 12:55 AM
68	Agueda Diaz	5/23/2017 12:51 AM
69	Martha Estrada	5/23/2017 12:31 AM
70	Carolina Jaime	5/23/2017 12:15 AM
71	Marisol Robinson	5/22/2017 8:51 PM
72	EB	5/22/2017 3:38 PM
73	Lily Herrera	5/22/2017 3:31 PM
74	Irene Esperanza Lopez	5/22/2017 2:36 PM
75	Anna Rodriguez	5/22/2017 1:51 PM
76	Alejandra Guzmán	5/22/2017 1:47 PM

77	Estrellita Navarro	5/22/2017 12:29 PM
78	Sandra hoopes	5/22/2017 11:41 AM
79	Jennifer Thomas	5/22/2017 11:27 AM
80	Michel Sisneros	5/22/2017 11:22 AM
81	Julissa Moreno	5/22/2017 10:58 AM
82	Maricel romasoc	5/22/2017 10:45 AM
83	Eugenia Teodoro	5/22/2017 10:40 AM
84	Esther Aleman	5/22/2017 10:29 AM
85	Maritza Fairfield	5/22/2017 9:10 AM

Q2 From the following list of vendors, which one would you prefer to provide services for our afterschool and summer programs?

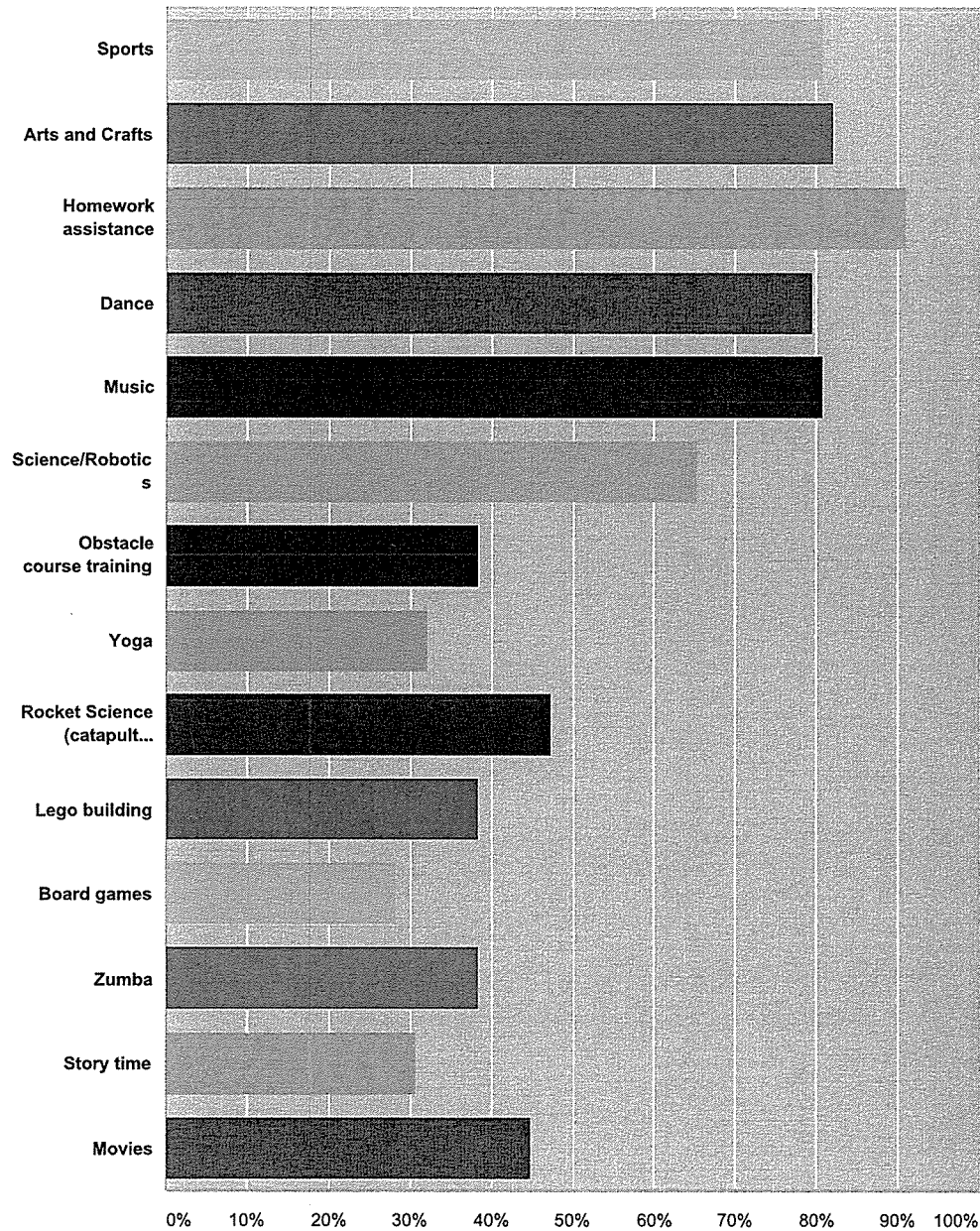
Answered: 81 Skipped: 3



Answer Choices	Responses
YMCA	88.89% 72
South Bay Community Services	6.17% 5
ARC	4.94% 4
Total	81

Q3 Which activities would you like to see offered in our afterschool and summer programs? (You may select as many as you'd like)

Answered: 78 Skipped: 6



Answer Choices	Responses
Sports	80.77% 63
Arts and Crafts	82.05% 64

Homework assistance	91.03%	71
Dance	79.49%	62
Music	80.77%	63
Science/Robotics	65.38%	51
Obstacle course training	38.46%	30
Yoga	32.05%	25
Rocket Science (catapult building/egg drop)	47.44%	37
Lego building	38.46%	30
Board games	28.21%	22
Zumba	38.46%	30
Story time	30.77%	24
Movies	44.87%	35
Total Respondents: 78		

Q4 Please provide any additional feedback or comments in the box below.

Answered: 42 Skipped: 42

#	Responses	Date
1	I would like to know how to enroll my children once the vendor has been selected. Will this be first come first served basis? Tried to enroll before but one child goes to Vista Del Mar the other Oceanview hills. Glad that next school year will be at the same school. Will Oceanview hills have after school program?	5/24/2017 3:28 AM
2	Homework assistance should be a priority for any after school program.	5/24/2017 3:14 AM
3	YMCA	5/24/2017 2:59 AM
4	My child has been with the various afterschool programs offered here at oceanview hills and I have to say that the past 2 years have been the worst, Boy and girls club and think together.. we are a 2 parent working family and we rely on the afterschool care for our child for that purpose and have not gotten that. My daughter complains about coming to the program and it's disheartening. The YMCA was by far the best program that was offered .. they were organized, they were relatable to the kids, provided great activities that even the school didn't offer, like sign language and cooking class. Not sure why the switch but they should be bought back as we as Parents had were comfortable leaving and picking our kids up knowing that they were in good hands	5/24/2017 2:20 AM
5	The YMCA offers more for summer as well	5/24/2017 12:40 AM
6	Guitar lessons Other languages	5/24/2017 12:33 AM
7	I would like the YMCA before and afterschool program because they're well organized, their dedication to the students to help them improve in ways that it will benefit them in their future, and the respect they earn all around from students, parents, and staff. They also offer the activities that would help the students academically, socially, and that would keep them focus and motivated to want to grow and become better students now and in their future education. I really hope that you do consider hiring the YMCA program for the San Ysidro schools without any hesitation, because they have proven themselves to be the best program for our students!! Thank you!	5/23/2017 10:02 PM
8	Ymca	5/23/2017 2:28 PM
9	N/A	5/23/2017 1:43 PM
10	My sincere thanks for offering a summer program!	5/23/2017 12:54 PM
11	YMCA best program.	5/23/2017 11:54 AM
12	YMCA, Neighborhood program. Better choice.	5/23/2017 11:32 AM
13	YMCA excellent provider for the kids.	5/23/2017 11:29 AM
14	I want the YMCA because I strongly believe that this program is the best program for my child and I would like to see it be implemented back into the before and afterschool programs	5/23/2017 11:17 AM
15	We love YMCA because the program helps the students and the adults are really nice.	5/23/2017 11:16 AM
16	Engaging children in community service.	5/23/2017 11:12 AM
17	To listen to the parents	5/23/2017 10:55 AM
18	The YMCA is the best choice. I was happy with them when they were the provider. Should have never got rid of them.	5/23/2017 10:53 AM
19	Please find staff that are capable and enjoy working w children.	5/23/2017 10:22 AM
20	I really wish the next program that comes in demonstrate their ability to communicates with each other. If they work together I believe they will transmit that team effort to our kids. As well as confidence in our children when asking for advise in homework.	5/23/2017 10:14 AM
21	Would like for the new program to open early like the Think Together 6:30 thank you very much!! Let's keep consistently with providers some children have difficulties with changes, Thank you very much for your understanding !!	5/23/2017 10:10 AM
22	It would be nice to have tutors for after school, that can help children with there homework. (But actual tutors not teenagers just watching the kids) also more activities to keep the kids excited about school, where they can learn new things, do fun activities. (soccer,football,softball,baseball,running,yoga,zumba,cooking)	5/23/2017 10:02 AM

23	We need to discover a reasonable extended contract and allow our children the opportunity of consistency. They have switched programs back to back and this affects everyone involved.	5/23/2017 9:45 AM
24	De really need summer program for my kids	5/23/2017 9:45 AM
25	YMCA has been the best vendor at OVHS. The staff leaders care about the kids, encourage them, show leadership, problem solve, and have a sense of pride. These kids need positive leaders surrounding them and not people who are just there to collect a check. YMCA has great organizational skills and every staff leader that I ever encountered was friendly.	5/23/2017 9:43 AM
26	Need a program where kids are safe and happy. Also, homework assistant is very important as kids sometimes don't understand the information on their homework. In the past, the YMCA had very good role models and kids looked up to them.	5/23/2017 9:42 AM
27	I would like the east LA camp	5/23/2017 9:41 AM
28	YMCA is an excelent program, my daughter still missing them a lot.. hope they come back.. I have been using the after school programs for more then 8 years, with my other kids... so I know that ymca is the best.. they always help mi kids with homework, they help my daughters to find her love for music. And they are really good with kids, and respectful with parents...	5/23/2017 9:40 AM
29	I would also like the program to review applicants based on need. Homes of single parents or where both parents work should have priority. Homes that have a stay at home parent should be considered last.	5/23/2017 9:39 AM
30	The lack of communication and disorganization with the school district with this whole before/afterschool program had been very disappointing. This is something that should have been situated a long time ago we have 2 weeks left in school and we still don't know what program we will have next year for our students!!!!	5/23/2017 9:39 AM
31	I've been in the sysd for 4 years and out of all the after school programs, YMCA was the most efficient, knowledgeable, communicative and enjoyable. The staff was amazing and very personable with each child and parent. I use the YMCA outside of the program and they always deliver!	5/23/2017 9:36 AM
32	Excellent program	5/23/2017 9:01 AM
33	I think the importance is for my daughter to get homework assistance as well for her to have fun learning. Summer program should be educational but with fun activities. Keep the kids happy and entertained. After school program kid should get first hour of homework assistance then should fun activities they enjoy.	5/23/2017 1:09 AM
34	I would really like to see the YMCA return to Ocean View Hills. This was a better fit for our children.	5/23/2017 12:52 AM
35	We use to have the YMCA and it was more organized and my kids loved it, until they change to boys and girls club, think together and they don't like it. They felt more support with the YMCA. I notice all the programs are trying to mimick the YMCA but can't match their organization or support.	5/23/2017 12:36 AM
36	The kids need more sports or activities that keep them active, not be in a classroom all the time.	5/22/2017 8:55 PM
37	YMCA.....	5/22/2017 2:38 PM
38	More workers available means more help with homework time. Lots the the kids needs one on one study time so they dont fall behind. Some kids get picked up so late there is no time for homework when they get home.	5/22/2017 1:53 PM
39	We need a program that is ran by professionals. In the past and including think together, we've had young adults who aren't professional and treat our children badly, They're not very friendly and don't have the skills to work with children. It should take some time and a lot of thought put into hiring a new before/after school program that is skillful in caring for our children as if they were their own. It is an important to us parents as we trust them to take care of our children while we are at work for several hours a day.	5/22/2017 11:33 AM
40	The safety and well being of the kids should be a top priority, thank you in advance for the services you provide for our kids	5/22/2017 11:25 AM
41	Having a child use the afterschool program for 2 years when it was the YMCA, my son loved their program and their intersessions during school break and summer. Would love for that program to return, they were also well organized.	5/22/2017 11:01 AM
42	My granddaughter was in the ASES program when you had YMCA. They have excellent service.	5/22/2017 10:31 AM

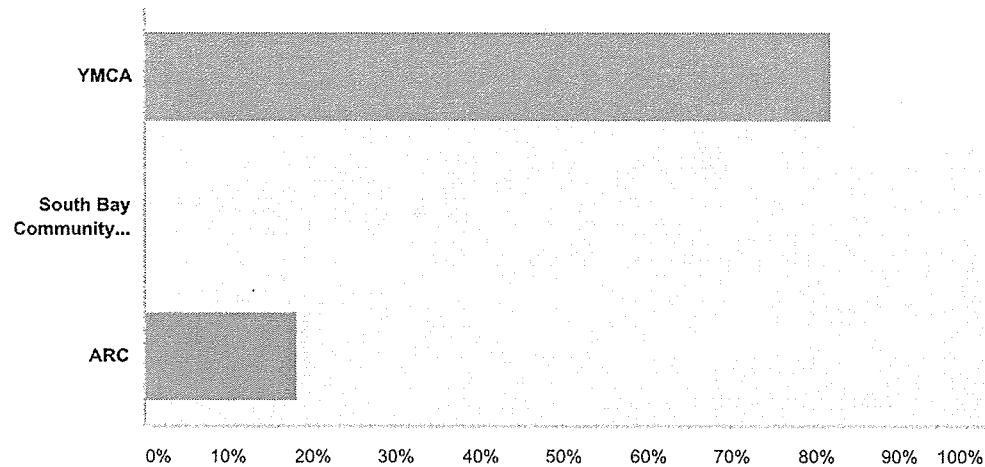
Q1 ¿Cuál es su nombre? (Nombre y apellido)

Answered: 11 Skipped: 0

#	Responses	Date
1	Zulema Cruz	5/23/2017 3:35 PM
2	Cynthia Rodarte	5/23/2017 11:52 AM
3	Arleen Benitez	5/23/2017 11:21 AM
4	Eunice Pina	5/23/2017 10:53 AM
5	Miriam Silva	5/23/2017 10:19 AM
6	Adriana Martín	5/23/2017 9:36 AM
7	Roberto Briones	5/23/2017 9:35 AM
8	Alejandra Rios	5/23/2017 3:46 AM
9	Veronica	5/22/2017 11:08 PM
10	Gloria Esquivies	5/22/2017 11:03 AM
11	Francisco Mata	5/22/2017 9:45 AM

Q2 ¿De la siguiente lista de proveedores, cual preferiría que proporcionara servicios a los programas después de escuela y verano?

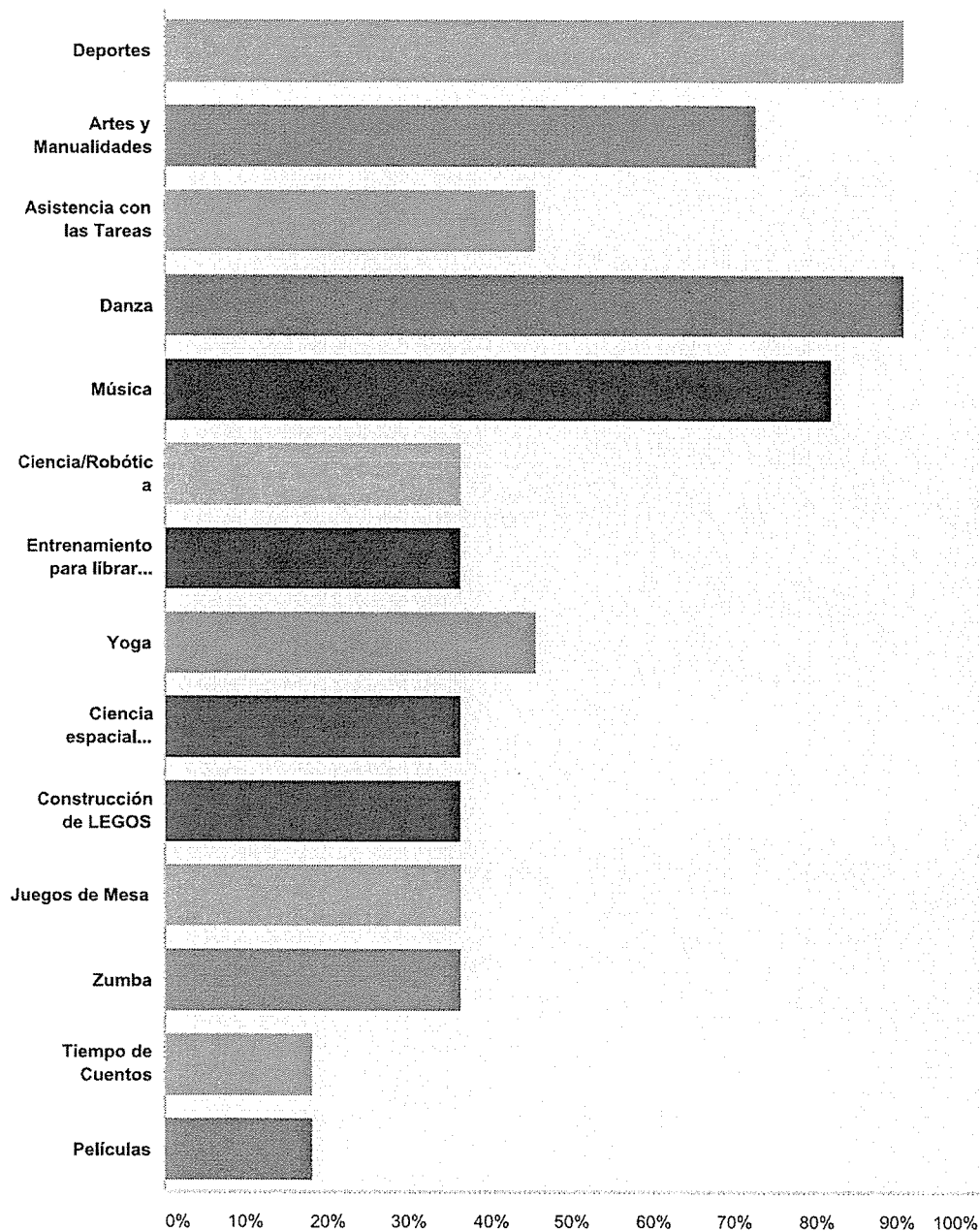
Answered: 11 Skipped: 0



Answer Choices	Responses	
YMCA	81.82%	9
South Bay Community Services	0.00%	0
ARC	18.18%	2
Total		11

Q3 ¿Qué actividades le gustaría que se ofrecieran en nuestros programas después de escuela y de verano? (Puede seleccionar tantos como guste)

Answered: 11 Skipped: 0



Answer Choices	Responses
Deportes	90.91% 10
Artes y Manualidades	72.73% 8

8A.10

Asistencia con las Tareas	45.45%	5
Danza	90.91%	10
Música	81.82%	9
Ciencia/Robótica	36.36%	4
Entrenamiento para librar obstáculos	36.36%	4
Yoga	45.45%	5
Ciencia espacial (construcción de catapulta/experimentos con huevo)	36.36%	4
Construcción de LEGOS	36.36%	4
Juegos de Mesa	36.36%	4
Zumba	36.36%	4
Tiempo de Cuentos	18.18%	2
Películas	18.18%	2
Total Respondents: 11		

Q4 Por favor proporcione cualquier información adicional o comentarios en el cuadro a continuación

Answered: 7 Skipped: 4

#	Responses	Date
1	YMCA es un programa con experiencia. He tenido a mis niños en ese programa. El campamento es excelente para los y los niños aprenden muchas cosas como nadar, con vivir con otros niños, juegos interactivos para los niños.	5/23/2017 11:26 AM
2	Cualquier actividad siempre es buena	5/23/2017 10:55 AM
3	Me gustaría algun deporte para mis hijos	5/23/2017 10:21 AM
4	El año pasado mis hijos asistieron al programa Summer on Broadway en la Escuela Willow y ellos estuvieron encantados, si lo volvieran a poner mis hijos estarian felices de volver a ir.	5/23/2017 9:40 AM
5	Gracias por preocuparse por la opinión de los padres de familia.	5/23/2017 9:39 AM
6	Actividades de deportes y música para los niños después de clases.	5/23/2017 3:47 AM
7	El programa después de escuela es muy importante para la comunidad	5/22/2017 11:10 PM

U SUMMER to CAMP

JUNE 12-JULY 21 / MON-THUR, 8AM-12:30PM

Have your child get the most out of their summer break with **arc**'s summer camp! Our activities will bolster your student's academic skills, aid their social skill development, and spark their creativity. During camp, your child will design their own works of art, send rockets into the sky, scale rock walls, and so much more. At **arc**, we believe that collaborative learning creates the perfect environment for growth. Experience, explore, and enjoy all that summer has to offer.

CAMP LOCATIONS

GRADES 1 - 5

Willow Elementary
226 Willow Rd.
San Ysidro, CA 92173

GRADES 6 - 8

Ocean View Hills School
4919 Del Sol Blvd.
San Diego, CA



8A.10

FOR PARENTS

Nationally Recognized Programs
Licensed Child Care Provider
CPR/First Aid Certified Staff
Students From Any School Welcome
Social and Emotional Character Development
Variety of Daily Activities for Campers to Choose

HIGHLIGHTS

Kid-Friendly Activities
Camp Games and Songs
Team Sport Fundamentals
Inventive Arts & Crafts
Healthy Snacks
Build New Friendships

SAMPLE SUMMER SCHEDULE

DATES

Week 1
Week 2
Week 3
Week 4
Week 5
Week 6

WEEKLY THEMES

Crazy Creatures
Inventors Workshop
Out of this World
Adventureland
Having a Ball
Barn Bonanza

FIELD TRIP

Birch Aquarium
Children's Discovery Museum
Fleet Science Center
Rock Wall Party
Jump Around Trampoline Park
San Diego Zoo

SAMPLE DAILY SCHEDULE

Round Up	8:00-8:15am
Sound Body, Sound Mind	8:15-8:45am
Brain Enrichment	8:45-9:45am
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Group Dynamics	11:00-12:00pm
Round Down & Clean Up	12:00-12:30pm

CLIENTS SAY...

“My husband and I wanted to let you know much my child has enjoyed the summer **arc** program. He has been excited and happy each day and has enjoyed the exposure to new sports. It has also opened the doors for him socially with the other boys. It has also offered more opportunities for compassion as he has become aware of some of the challenges faced by others (his cousin also has Aspergers). We have also been impressed by the organization and quality of the program specifics and counselors. We would love to see this program continue next summer. Let us know how else we can sing the praises of **arc**.”

-MEGAN AND PETER B., PARENTS



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Academic Achievement Benefits

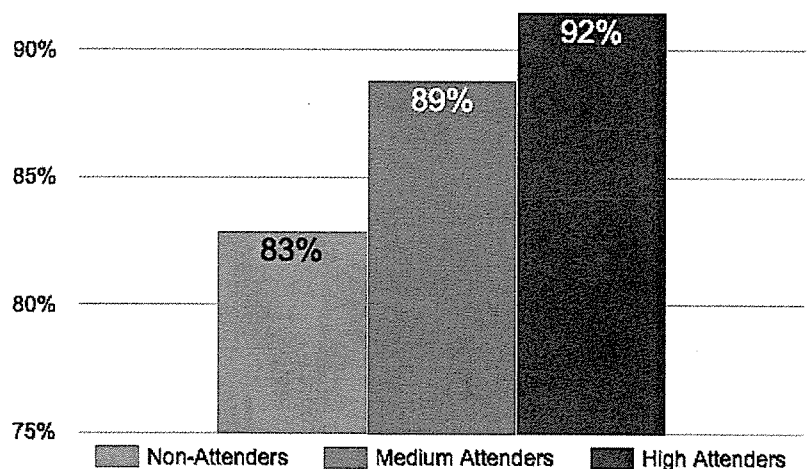


Fig 2. arc students are more likely to successfully earn attempted academic credits.



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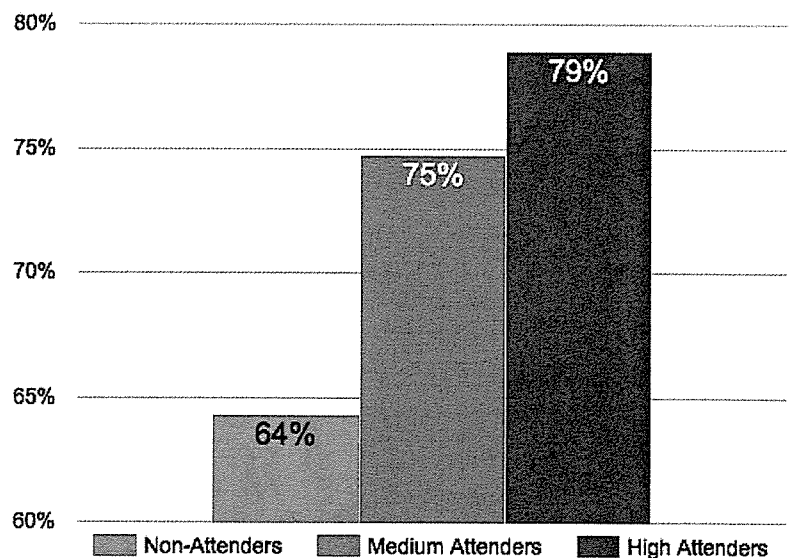


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"The whole program is great and the fact that the kids could choose different activities was impressive. [My daughter] loves dance class! All the counselors are great. I feel at ease and trust my child is in good hands at arc."

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Parent, Melrose Elementary School

The capacity of arc has been proven by a 15-year track record, and is evidenced in reports and hard data. The testimonials of administrators, teachers, and parents speak to the genuine relationships arc builds with stakeholders, and the value that the after school and summer program adds to the community. The District can be confident in arc's ability to design and implement high quality programming for the students of San Ysidro USD.



PROGRAM PLAN

Dates & Times

The program will operate four and one-half (4.5) hours per day, from 8:00am to 12:30pm, Monday-Thursday for a total of 23 days, beginning on June 12, 2017 and ending on July 21, 2017 (closed on July 4 in observance of Independence Day).

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Enrichment Focus

Academics

The needs of schools and families do not end with the school year. Our summer learning programs will continue the work we do after school, identifying students' priorities and providing specific educational solutions for each school.

High Yield Learning activities will be a major component of the program. Engagement with fun academic activities during this time will help students avoid "summer slide". During the summer, the longer daily schedule can allow for deeper engagements with enrichment activities, offering students even more freedom to pursue their own passions. With the same inquiry-based approach from the after school program, we will tailor summer programs with offerings that keep students motivated and engaged. Summer also provides unique scheduling opportunities for field trips, or visits from guest speakers and professionals, so that students can experience authentic learning that is connected to the world around them.

Sports

Our summer camp will integrate physical play through out each camp day; providing opportunities for non-traditional sport introductions as well as, continuing to develop student's skills in many of their favorite sports and activities.

Each of arc's activities, games, and team challenges is designed to build a sense of community, develop a support network, and give students the opportunity to practice working toward shared goals. In challenging themselves, making appropriate choices, and accomplishing team and individual goals, students emerge from arc summer programs with more confidence and self-esteem.

Selection of Activities

Listed below is a **sample** of clubs and activities which arc has successfully implemented in comprehensive after school and summer programs.

Academics

1. **Science Explorers:** Students experience a hands-on approach to learning science by doing various science experiments.
2. **Robotics:** Students learn about engineering by building their own robots. They also use laptops to program the robots, designing functions and commands.



3. **Animal Encounters:** A different animal is brought to the site every week. Students come into contact with it, learn about it, and create a project or art piece.
4. **Strategic Gaming:** Students learn the rules and moves of chess and other board games that require them to use their decision-making skills.
5. **Environmental Conservation:** Students learn the importance of protecting our planet and its' resources, recycling and reducing waste. High yield learning activities as well as, discussions, guest speakers, skits, recycled art projects and more are all part of this club.

Physical Fitness/Outdoor Adventure

1. **Lets Get Fit Club:** Instructors run a series of intensive camps, targeting specific muscle groups. Students learn about health, fitness, and nutrition.
2. **Young Adventurers:** This program helps students prepare to be campers. They become more familiar with the outdoors by learning about nature, while also taking on outdoor challenges including rock climbing, hiking, kayaking, and more.
3. **Mindful Yoga:** Students are guided through meditation, breathing techniques, and a variety of adapted yoga poses. Students build strength, coordination, flexibility, and learn mindfulness techniques for internal balance.
4. **Tang Soo Do Martial Arts:** This program is taught with no contact and a noncompetitive philosophy. In each class, students learn about respect, discipline, and goal-setting through distinctive and fun martial arts exercises.
5. **Non-Traditional Sports and Activities:** Introduction to sports and activities that students may not have participated in before to expand their skill development and interests.

Field Trips

We place emphasis on learning opportunities that directly connect with the world around them. Summer Camp field trips are tied into the activities and themes of the camp week.

Also available is The Great Outdoor Adventure and Leadership Series (GOALS) a signature **arc** program that teaches fundamental life skills through innovative and comprehensive development workshops, focusing on service learning, leadership, and life transitions. The curriculum is strategically designed for hands-on experiential learning, with each new session building on cumulative knowledge from the last, and exciting adventure trips (including kayaking, rock climbing, high ropes, and more) giving students the opportunity to put their new skills into practice in an outdoor setting.



Tentative Summer Daily Schedule

Time	Activity	Description
8:00 – 8:15am	“Round up” / Ice Breaker	Students are immediately engaged in a fun activity start their day as they are signed into the program.
8:15 – 8:45 am	Sound Mind Sound Body	Physical Activity
8:45 – 9:45 am	Brain Enrichment	Academic Enrichment
9:45 -10:00 am	Healthy Snack	Snack/Restroom Break
10:00 – 11:00 am	Outside Fun	Outdoor Activity
11:00 – 12:00 pm	Group Dynamics	Group Games/Clubs/Activities
12:00 – 12:30pm	“Round Down” Clean-Up / Pick-Up	Students assist staff in cleaning up the classroom and prepare for parent pick up

Budget Description

Staffing

12:1 ratio

Budget Worksheet

Hours per Day: 5 (8:00am – 12:30pm programming, 30 minutes’ prep)

Days of Instruction: 23

Minimum 150 students @\$18 per student per day.

Field Trips: 3

Item	Cost
staff	\$50,163
Supplies/materials/field trips	\$13,804
Marketing (time and materials)	\$4,000.00
overhead	\$14,920.83
TOTAL COST	\$82,887
<i>per student/day</i>	<i>\$18.02</i>



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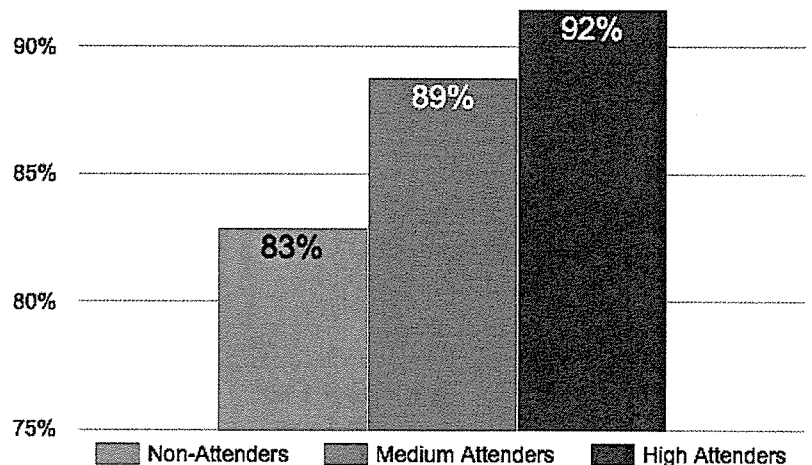


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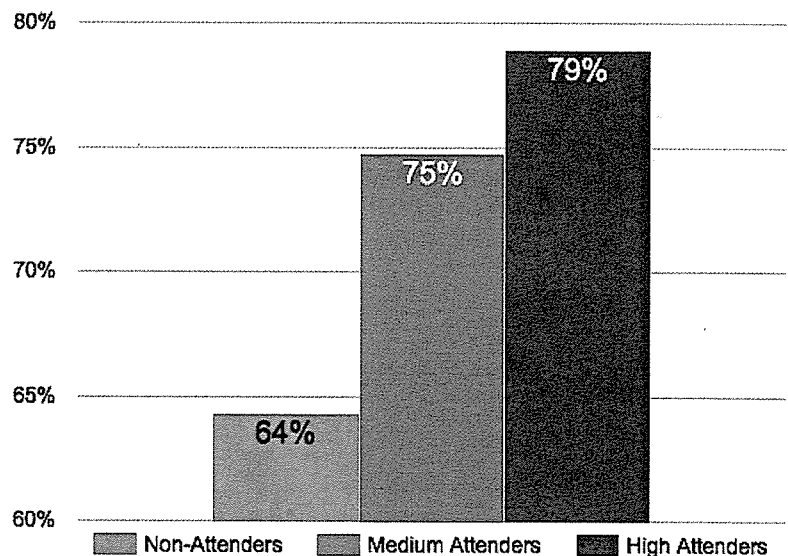


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Each of arc's activities, games, and team challenges is designed to build a sense of community, develop a support network, and give students the opportunity to practice working toward shared goals. In challenging themselves, making appropriate choices, and accomplishing team and individual goals, students emerge from arc summer programs with more confidence and self-esteem.

Selection of Activities

Listed below is a **sample** of clubs and activities which arc has successfully implemented in comprehensive after school and summer programs.

Academics

1. **Science Explorers:** Students experience a hands-on approach to learning science by doing various science experiments.
2. **Robotics:** Students learn about engineering by building their own robots. They also use laptops to program the robots, designing functions and commands.



3. **Animal Encounters:** A different animal is brought to the site every week. Students come into contact with it, learn about it, and create a project or art piece.
4. **Strategic Gaming:** Students learn the rules and moves of chess and other board games that require them to use their decision-making skills.
5. **Environmental Conservation:** Students learn the importance of protecting our planet and its' resources, recycling and reducing waste. High yield learning activities as well as, discussions, guest speakers, skits, recycled art projects and more are all part of this club.

Physical Fitness/Outdoor Adventure

1. **Lets Get Fit Club:** Instructors run a series of intensive camps, targeting specific muscle groups. Students learn about health, fitness, and nutrition.
2. **Young Adventurers:** This program helps students prepare to be campers. They become more familiar with the outdoors by learning about nature, while also taking on outdoor challenges including rock climbing, hiking, kayaking, and more.
3. **Mindful Yoga:** Students are guided through meditation, breathing techniques, and a variety of adapted yoga poses. Students build strength, coordination, flexibility, and learn mindfulness techniques for internal balance.
4. **Tang Soo Do Martial Arts:** This program is taught with no contact and a noncompetitive philosophy. In each class, students learn about respect, discipline, and goal-setting through distinctive and fun martial arts exercises.
5. **Non-Traditional Sports and Activities:** Introduction to sports and activities that students may not have participated in before to expand their skill development and interests.

Field Trips

We place emphasis on learning opportunities that directly connect with the world around them. Summer Camp field trips are tied into the activities and themes of the camp week.

Also available is The Great Outdoor Adventure and Leadership Series (GOALS) a signature **arc** program that teaches fundamental life skills through innovative and comprehensive development workshops, focusing on service learning, leadership, and life transitions. The curriculum is strategically designed for hands-on experiential learning, with each new session building on cumulative knowledge from the last, and exciting adventure trips (including kayaking, rock climbing, high ropes, and more) giving students the opportunity to put their new skills into practice in an outdoor setting.



Tentative Summer Daily Schedule

Time	Activity	Description
8:00 – 8:15am	"Round up" / Ice Breaker	Students are immediately engaged in a fun activity start their day as they are signed into the program.
8:15 – 8:45 am	Sound Mind Sound Body	Physical Activity
8:45 – 9:45 am	Brain Enrichment	Academic Enrichment
9:45 -10:00 am	Healthy Snack	Snack/Restroom Break
10:00 – 11:00 am	Outside Fun	Outdoor Activity
11:00 – 12:00 pm	Group Dynamics	Group Games/Clubs/Activities
12:00 – 12:30pm	"Round Down" Clean-Up / Pick-Up	Students assist staff in cleaning up the classroom and prepare for parent pick up

Budget Description

Staffing

12:1 ratio

Budget Worksheet

Hours per Day: 5 (8:00am – 12:30pm programming, 30 minutes' prep)

Days of Instruction: 23

Minimum 150 students @\$18 per student per day.

Field Trips: 3

Item	Cost
staff	\$50,163
Supplies/materials/field trips	\$13,804
Marketing (time and materials)	\$4,000.00
overhead	\$14,920.83
TOTAL COST	\$82,887
<i>per student/day</i>	<i>\$18.02</i>



May 19, 2017

Arturo Sanchez Macias
San Ysidro School District
4350 Otay Mesa Rd,
San Ysidro, CA 92173

Re: Executive Summary, San Ysidro School District Summer Program

Dear Mr. Arturo Sanches Macias:

Please accept the enclosed proposal submitted by South Bay Community Services to provide engaging and dynamic Summer Programs for the San Ysidro School District.

Legal name of the firm: South Bay Community Services

State whether the firm is local, national, or international: Local (serving San Diego County)

Type of firm (individual, corporation, etc.): 501(c)(3) Non-Profit Corporation

South Bay Community Services (SBCS) is the county's South region's largest multi-service, community development 501(c)(3) organization. Founded in 1971, our mission is to provide children, youth, and families with services that reinforce the family's role in our community and assist individuals to aspire realistically to lives of self- fulfillment. For over 45 years, SBCS has provided a broad range of interconnected, holistic, trauma- informed support services designed to increase self-sufficiency for youth, families, and individuals, including After-School Programming, the Chula Vista Promise Neighborhood, Community Assessment Teams, Juvenile Diversion, Alternatives to Detention, Case Management, Independent Living Skills, Financial Literacy Classes, Job Preparation Services, Mental Health Counseling, Domestic Violence Intervention, Parenting Classes, Transitional and Affordable Housing, Rental Assistance, Workforce Development and Employment Training, Childcare, and Emergency Shelter, Food, Clothing, and Transportation. These services have been provided through a wide variety of contracts, as SBCS currently manages over 60 separate City, State, Federal, and Foundation contracts. SBCS is recognized throughout the region for meeting the needs of underserved, linguistically and/or ethnically isolated populations, and has one of the best reputations in the area for the high quality of its bicultural and bilingual services.

SBCS maintains a long-established network of social service agencies, community clinics, schools and colleges, family resources centers, churches, etc.

SBCS has many years' experience working in schools with South Bay school districts. For example, as a current leading collaborative partner in ASES and ASSETS funded programs, SBCS has helped to pioneer and sustain academic and enrichment programs and has provided high-quality After School Programs and Summer Programs to schools in the South Bay since 1998. SBCS' Chula Vista Promise Neighborhood brings together a collaboration of partners (including SUHSD) focused on family, education, health, and community to support academic excellence and college-bound aspirations for children in the Castle Park community of Chula Vista. SBCS' Community Assessment teams provide an array of school-based services for at-risk youth, including information and outreach, assessment referral and follow-up, case coordination and management, home and school visitation, and individual and group therapeutic services. SBCS is also an experienced provider of school-based mental health services.

south bay community services
430 F Street • Chula Vista, California 91910
O: 619.420.3620 • F: 619.420.8722

24 hr. Hotline: 800.640.2933

Schools cannot be expected to tackle educational achievement gaps alone. It takes a wide network of supports and partnerships to tackle disparities in student achievement, and it is essential to include a coordinated, holistic family approach in combating disparities. SBCS' application encompasses not only services at the sites, but also engages children's families. The strength of SBCS' service provision for low-income and at-risk children, youth, and families includes an exceptionally high level of collaboration with a wide variety of agencies; a broad range of bilingual services that respond to the multi-faceted needs of struggling families; a flexible wraparound philosophy, including a "no wrong door" approach with staff stationed at multiple locations; and a high level of trust and recognition among low-income and at-risk neighborhoods and families. SBCS is deeply connected to the community it serves, and believes that all programming must be culturally relevant, and that youth and families must feel a sense of belonging with the program. Staff hiring takes into account the racial, ethnic, and social background of the clients and every effort is made to provide a similar staff/client balance. Families and community members are involved as mentors and agency volunteers. SBCS solicits regular feedback: from youth and families to identify better ways to meet community needs, and community residents are involved in the design and planning of our services. All Board members are South Bay residents, and one-third are low income, per SBCS bylaws.

Number of employees: 161 part-time and 269 full-time employees

Date firm established: January 1, 1971

Chula Vista Business License Number: 071679

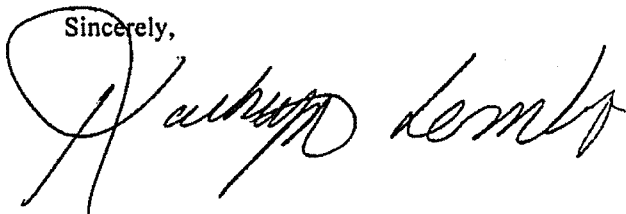
Tax Identification Number: 95-2693142

Contact person: Mauricio Torre, Department Director, South Bay Community Services, 430 F Street, Chula Vista, CA 91910; Tel: 619-420-3620; Fax: 619-420-8722

At the forefront of SBCS' strengths is our ability to create innovative programming that meets the ever-changing and complex needs of our community's children and their families. SBCS' wealth of experience providing After School Programming and Summer Enrichment Programs, understanding of the needs of the South Bay's youth and families, and commitment to Community and Youth Development through our vast continuum of integrated services, make us an ideal candidate run the San Ysidro District Summer Program.

Thank you for considering our proposal, and we look forward to continuing to work with the District.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathryn Lembo', written over a circular scribble.

Kathryn Lembo, President & CEO

Background

SBCS' After School Programs and Summer Enrichment Programs come under the Youth and Family Development Department within SBCS, which is headed by Department Director Mauricio Torre. He oversees the Program Director, Geri Garcia-Schroeder, who plans, implements, and oversees program operations at all school sites in accordance with contract requirements and SBCS policies and procedures; hires, trains, and oversees program staff; and provides program monitoring and fiscal management. She oversees the School Program Coordinator, David Farris, who is responsible for day-to-day operations of the After School Program, including planning, supervising, and implementing the daily program and its goals; providing leadership, direction, coaching, professional development and guidance for site-based staff; and providing fiscal management for the program. At each school site there is an ASP Coordinator (a district employee). This Coordinator works closely with SBCS' ASP Site Supervisor, who oversees the daily duties of SBCS' staff - the Youth Leaders who run all of the activities, such as tutoring, sports, classes such as art, game room, robotics, etc. The ratio of students to instructors is a maximum of 20:1.

This highly qualified team has over 15 years' experience working together to provide a high-quality, engaging After School Program (ASP) and Summer Program that is responsive to the needs and wishes of the students and staff at each school site. The team regularly solicits information from students regarding their preferences for engaging activities, and is able to develop and offer a variety of academic, recreational/physical, leadership development, and enrichment activities tailored to fit the needs of each host school site. For example, students at Mar Vista High wanted to learn traditional Filipino dancing, and so the Site Supervisor found a qualified teacher to provide this. SBCS already has a pool of qualified Site Supervisors and Youth Leaders who meet ASES & ASSETS standards (completed at least 48 college credits or passed the districts Instructional Aid Exam) and are knowledgeable in core education content areas. In addition, SBCS already has arrangements in place with local universities (UCSD, SDSU, USD) to recruit Bachelor's level students for the ASES and ASSETS programs.

Parallel to meeting individual students' needs, research suggests that encouraging families to engage with student learning can foster positive social skills for students and parents, improve student academic behaviors, and improve both parents' and students' connection to the school community. SBCS brings a variety of resources and programs that facilitate and engage parent participation.

SBCS has a long history of working with South Bay school districts. As a current leading collaborative partner in ASES and ASSETS funded programs, SBCS has helped to pioneer and sustain academic and enrichment programs. SBCS has provided high-quality After-School Programs and Summer Enrichment to schools in the South Bay since 1998, initially through a Critical Hours contract with the County of San Diego, and more recently directly contracted with SUHSD. SBCS is the current ASP provider at 11 schools, providing a wide range of fun and engaging activities. See Appendix A - Sample Program for a list of enrichment, educational, and culminating activities currently provided.

At the forefront of SBCS' strengths is our ability to create innovative programming that meets our community's ever changing and complex needs, based on our 45 years' of experience serving the South Bay's youth and families. SBCS' wealth of experience providing Before and After School Programming, together with our commitment to Community and Youth Development through our vast continuum of integrated services, make us an ideal candidate to run the San Ysidro School District Summer Program

Workload and Resources

One of the great strengths of SBCS' ASP and Summer Enrichment Program is the wide range of additional services and supports that SBCS provides, all of which are available to SYSD students and their families. SBCS has provided comprehensive, integrated services for children, youth, and families for over 45 years, currently serving approximately 10,000 youth per year. These include Community Assessment Teams (serving at-risk youth with outreach, assessments, referral, and follow-up, case coordination and management, home and school visitation, and individual and group therapeutic services), educational supports, detention alternatives, safe housing, trauma-informed substance abuse services, individual, group, and family therapy, mentoring, workforce development, case management, mentoring, financial literacy, independent living skills, teen pregnancy prevention, street outreach, support groups (e.g. conflict management, decision-making skills, drop-out prevention, gang prevention, avoiding early and unintended pregnancy, physical and mental health, leadership development), mental health counseling, community service opportunities, food bank services, child development supports, recreational activities, etc. Detailed information on these supportive services can be found at www.southbaycommunityservices.org.

SBCS is the lead provider of the Chula Vista Promise Neighborhood (CVPromise.org), a community-led plan that supports academic excellence and college-bound aspirations for all children Castle Park Elementary, Middle, and High Schools, and Hilltop Middle and High Schools. CVPromise's goal is to support children from the minute they are born to college completion. CVPromise brings together a collaborative of partners committed to providing all children in the Castle Park neighborhood with the opportunities they need to excel in school, get into college, find good jobs, and lead healthy, fulfilling lives. CVPromise's research-based, data-driven academic intervention model for grades 3-12 supports resilience, viewing students from a perspective of strength regardless of home or community situations, and directly supports a robust B&ASP program. CVPromise also provides parents with the resources to overcome barriers and support their child's success. SBCS is currently exploring the development of a new Promise Neighborhood in San Ysidro.

SBCS' wraparound, trauma-informed family support services help struggling family members overcome many challenges as they move towards safety, well-being, and self-sufficiency. For example, SBCS has a range of shelter and affordable housing options if a youth's family is homeless or in danger of losing their housing. This could be coupled with Financial Literacy classes so the family can gain control of their finances. If there is domestic violence in the family, SBCS provides confidential housing for the victim and children, assistance with obtaining restraining orders, victim support groups, educational groups for perpetrators, counseling, self-sufficiency support, and age-appropriate groups for children impacted by the violence. We empower youth to identify risk and resiliency factors in their lives; create a vision for their future and a plan for how to accomplish it; and use the most creative strategies possible to keep youth involved, engaged, and motivated.

Professional Development Sequencing Plan

Essential to the philosophy and goals of SBCS is the ability of the staff and program to work efficiently, effectively, and therapeutically. SBCS provides an initial Introduction to Service Training/Orientation for all new staff, which gives an overview of agency policies and procedures, professional boundaries, conflict resolution, child abuse reporting, client confidentiality, and HIPAA laws. In addition, all new staff begin their employment by reviewing the individual agency's Governing Policy and Procedures Manual, Personnel Policy and Procedures Manual, and the Youth Prevention and Intervention Program Training Binder. Job information is placed in the employee's personnel file. SBCS maintains written staff training plans and offers extensive volunteer and staff training programs, and all staff must attend at least 24 hours of training annually. All staff are evaluated regularly by their supervisors. Copies of the B&ASP training outline and staff evaluation form are available upon request.

ASP Staff participate in quarterly trainings on the topics listed below, as well as trainings on CPR / First Aid, Coaching 101, and STEM enrichment activities:

1. Positive Youth Development;
2. Child and Youth Growth and Development;
3. Learning Environment and Curriculum;
4. Child/Youth Observation and Assessment;
5. Interactions with Children and Youth;
6. Youth Engagement;
7. Cultural Competency and Responsiveness;
8. Family, School, and Community Relationships;
9. Safety and Wellness;
10. Program Planning and Development; and,
11. Professional Development and Leadership.

Upon an offer of employment, after verifying reference information, all prospective employees go to QuikPrints to have a LiveScan of their fingerprints. The Program Director facilitates the Department of Justice and Federal Bureau of Investigation background check and the results are sent by email to the agency's Human Resources Director. Upon a clear background check being returned, the employee may then begin working. Employees and volunteers must successfully register with and receive an appropriate clearance by "Trustline," <http://www.trustline.org/>, DMV, or an equivalent organization that conducts criminal background checks for individuals who work with minors. Employees are required to notify their employer within 48 hours of an arrest for criminal activity that occurs after initial clearance, and if there is a negative clearance that is unresolved, the employee will be removed. Employees are also drug-tested and must be negative for all illegal drugs including marijuana. Additionally, employees are tested for TB upon the initiation of employment, and the test must be negative for employment to begin. SBCS then tests all staff on a yearly basis.

References and Expertise***1. ASES and ASSETS***

Year(s): Since 1998

Institution/Entity: Sweetwater Union High School District

Contact Person: Thelma Stevenson

Title: Program Manager, SUHSD State and Federal Programs

Contact Phone Number: 619-934-8895

Dollar Value of Project: \$1,174,000 for current contracts at 12 school sites

Implementation: Full Year (July 1-June 30)

As described above, SBCS currently provides dynamic and engaging before and after school programming (B&ASP) at 12 schools in SUHSD: Castle Park Middle, Granger Junior High, Mar Vista Academy, Montgomery Middle, National City Middle, Southwest Middle, Castle Park High, Mar Vista High, Montgomery High, Olympian High, Southwest High, and Sweetwater High.

Additionally, SBCS receives \$1,320,589 in Categorical funds to provide Tutors and Intervention Specialists. These services vary for each school site. For example, SBCS provides Tutors at some sites that just work after school. At some sites SBCS has in-class Tutors who are stationed in the classrooms during the regular school day with the teachers. SBCS also provides Intervention Specialists who track attendance and grades, calling home when students have issues with absenteeism. These staff attend SARB meetings, and call students in for mandatory tutoring and/or Saturday school. In addition to the 12 schools referenced above, SBCS also provides Categorical services at Bonita Vista Middle and Chula Vista High.

2. Chula Vista Promise Neighborhood

Year(s): Since 2012

Institution/Entity: US Department of Education

Contact Person: Adrienne F. Hawkins

Title: Education Program Contact

Contact Phone Number: (202) 453-5638 / Adrienne.hawkins@ed.gov

Dollar Value of Project: Current year 2016: \$ 5,926,700.00

Implementation: 5 years

Chula Vista Promise Neighborhood (CVPromise) brings together a collaboration of over 30 partners focused on family, education, health, and community to inspire all children in the impoverished Castle Park neighborhood to achieve academic excellence and aspire to a college and career track. The ultimate goal of CVPromise is to support children from the minute they are born to college completion. Led by SBCS, CVPromise brings together a collaborative of partners committed to providing all children in Castle Park with the kind of opportunities they need to excel in school, get into college, find good jobs, and lead healthy fulfilling lives. CVPromise's comprehensive strategy begins with a vital Early Learning Network, a seamless continuum of services that supports children from birth through 3rd grade so they are healthy, ready to learn, and prepared for the academically rigorous education ahead of them. CVPromise's research-based, data-driven academic intervention model for grades 3-12 supports resilience, viewing students from a perspective of strength regardless of home or community situations. CVPromise simultaneously provides parents with the resources they need to overcome barriers and support their child's success.

3. Community Assessment Team

Year(s): Since 2003. Current contract is for 2014 - 2017

Institution/Entity: County of San Diego, Department of Probation

Contact Person: Tamara Burns

Title: Supervising Probation Officer

Contact Phone Number: (858) 492-2329

Dollar Value of Project: Current year 15-16: \$1,593,148

Implementation: Current contract is until June 2017

The Community Assessment Team (CAT) is a multidisciplinary team of providers that assists families with youth aged 5-18 who are at-risk for criminal involvement and/or delinquency. CAT works to help parents clarify their options and inform them of available resources, provide assistance to families "after hours" and on weekends, provide comprehensive risk and resiliency assessment of youth and families, reduce duplication of services and increase efficiency, and inform the community about unmet needs and assist in establishing necessary support services. CAT is available on a 24-hour basis to provide assessments and referrals for youth having problems in many areas such as school, relationships, drugs, and family issues. Since 2014, CAT has included the Juvenile Diversion program (previously a separate contract, also held by SBCS), which assists families of youth aged 8-17 who are runaways, (at-risk) non-offenders, first-time offenders, and youth on probation. The Team works collaboratively with the Chula Vista and National City Police Departments, Juvenile Court, Juvenile Probation, Chula Vista Fire Department, area schools, and other community agencies to provide comprehensive supportive services for at-risk youth. Youth Development Associates based in police departments provide crisis counseling, first time offender assessment, referral or provision of services such as individual and family counseling, support and psycho-educational group counseling, case management, advocacy, crisis intervention, and home visiting, referral assistance, skill development, parenting education, decision-making, conflict resolution, career guidance, job development, tutoring and academic assistance, and response to runaway reports/incidents.

4. Early and Periodic Screening, Diagnostic and Treatment (EPSDT)

Year(s): Since 1998

Institution/Entity: County of San Diego HHSA

Contact Person: Rebecca Raymond, MFT

Contact Phone Number: (619) 563-3011

Dollar Value of Project: FY 15-16: \$734,030

Implementation: Current contract is through June 2016

Provides clinical behavioral health outpatient services and Title 9 outpatient diagnostic and brief treatment services for children, adolescents, and young adults (up to age 21).

5. Teen Pregnancy Prevention Program

Year(s): 2015 -2020 (SBCS is a sub-contractor with San Diego Youth Services)

Institution/Entity: Office of Adolescent Health

Contact Person: Sarah McQueen, MSW

Title: Program Manager

Contact Phone Number: 619-521-2250 x316

Dollar Value of Project: Current year 15-16: \$186,527

Implementation: Current contract is for 5 years, through June 2020

The goal of the Teen Pregnancy Prevention (TPP) Program is to deliver, with fidelity, an evidence-based TPP curriculum in order to reduce incidents of teen pregnancy and STDs among high risk youth populations, specifically within San Diego County communities that are identified as having teen birth rate that is above the current national average which is 26.6 births for every 1,000 adolescent females ages 15-19. The evidence-based curriculum, *Reducing the Risk*, goes beyond the facts about abstinence and protection. It presents a powerful, active approach to prevention of teenage pregnancy and protection against HIV and other STDs that motivates students to change their high-risk behaviors.

Throughout its 16 well-defined lessons, *Reducing the Risk* clearly emphasizes teaching refusals, delaying tactics and alternative actions students can use to abstain or use protection.

6. Alternatives to Detention

Year(s): 2015-2019

Institution/Entity: State of California - Board of State and Community Corrections (Title II funds),

Contact Person: Helene Zentner

Title: Field Representative

Contact Phone Number: (916) 323-8631

Dollar Value of Project: Current year 15-16, \$300,000

Implementation: 2015-2019

Alternatives to Detention provides a continuum of detention alternatives to low-risk juvenile offenders, including intensive case management, case advocacy, cool beds (non-secure shelter), wraparound family services, and home confinement.

This program was recently (since 2015) supplemented with additional intensive mental services for youth and families, through a grant from the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

Rationale for Selection

SBCS is a private, 501(C)(3) health, social service, and community development organization whose mission is to provide children, youth, and families with services that reinforce the family's role in our community and assist individuals to aspire realistically to lives of self-fulfillment. This is addressed through the provision of culturally responsive, bilingual (English/Spanish) services aimed at the following general purposes: 1. To provide counseling and education for children, youth, and families; 2. To provide area career opportunities, exploration, and exposure; 3. To provide outreach and education in the community; 4. To provide community development, affordable housing and social service activities; and, 5. To provide programs for children, youth, and families in high-risk situations. SBCS is a local organization committed to serving the South Bay's children, youth, and families.

SBCS' after-school programs currently serve over 1,250 unduplicated youth per year in 11 middle and high schools. Many children are participating due to initial signs of academic failure or social/behavioral issues. SBCS has a history of delivering well-planned, well-structured, and well-implemented after-school programming. SBCS' Before and After School Program (ASP) and Summer Program provides at-risk youth with opportunities to participate in sports, educational, cultural, and community enrichment programs, so that they can build the confidence and self-esteem needed to avoid destructive behaviors and make positive choices leading to success, now and in the future. Our programming prepares students with 21st century skills that are integral to enriched learning opportunities, addressing wide-ranging areas such as homework and academic support, STEM, math and science, visual and performing arts, physical fitness, and students' social and personal development. College tours encourage college-bound aspirations for participants. SBCS has a strong ability to hire and retain qualified staff who are excellent role models for "at risk" students. SBCS' Youth Leaders are subject proficient, skilled in relaying learning objectives, and able to connect with and manage young people in a learning environment. They assist in the day to day planning and provision of age appropriate activities and events tailored to meet the schools needs before and after school.

SBCS has served the South Bay's at-risk youth since 1971, and provided dynamic and engaging ASPs since 1998. SBCS has the capacity, staffing, partnerships, and understanding of the region to continue to provide a highly effective ASP. SBCS will leverage other programs which it currently provides in the region, including Community Assessment Teams; Juvenile Diversion; CVPromise; Independent Living Skills;; and a wealth of experience providing trauma-informed services for struggling youth, deep connections with regional law enforcement, schools, and social service providers, and a wide range of other services and programs for at-risk youth and young adults. In addition, SBCS provides a wide range of services for struggling families that will be available to assist families of Summer Program participants, including Family Self Sufficiency services, transitional and affordable housing services, domestic violence services, family counseling, and much more. SBCS also has deep connections with agencies and organizations throughout the region, for mutual referrals and supportive services. Having SBCS provide the Summer Program will contribute to a seamless and consistent effort in the region. For all of these reasons, SBCS is uniquely positioned to provide high-quality Summer Programs services, offering the District the best value combined with the best quality of services.

Appendix A - Sample Programming

Examples Summer Enrichment Program activities offered by SBCS include:

Category	Examples of Activities
Academic Support	Homework Center Computer Lab University Prep Spanish Tutoring Tutoring Intervention for students below grade level or test scores SAT/ACT test prep ACADECA
Enrichment	Arts and Cultural Activities Youth Leadership and Service Learning Health and Nutrition Education Career Exploration Dance (including Hip Hop, Polynesian, Ballet, Jazz, Folklorico, TranscenDANCE, Latin) Yoga and mindfulness Career Academy Multimedia/video production Robotics Family movie day Arts & Crafts Club Mariachi Anime/Japanese Cross Fit DJ Club Drama Club Game Room Sports & Fitness Surf Club Digital Technology Drumming club Guitar club Job Shadowing program Link Crew Young Women's Academy/ MESA Service Learning Club Student Leadership (IMPACT) Weightlifting Open gym (basketball) Open field (soccer and football) Running club Sandlot baseball Softball conditioning Lacrosse Dodge ball Tennis

	Ping pong Game room Glee Art club Video game club Morning and afternoon computer lab Girls Club Electric guitar building Cheerleading Origami Literacy Cafe Coding Club Debate Club Book Club Color guard Drivers Ed Drama Club
Leadership Development	Peer Mentoring Peer Tutoring Community Service
Culminating	Haunted House Movie Night Campus Crawls Hip-Hop Show Donations drive for Day of Hope Making goodie bags for homeless people Food drive for families in need in the community Talent shows White Elephant Fun Fridays Glow in the Dark Dance All Sport EXPO Lights on After School End of Year Banquet
Family Involvement and Support	Parent Education Workshops Linkage to Basic Needs Supports Counseling Family Self Sufficiency Services Workforce Development Services Financial Education Affordable Housing Transitional and Emergency Housing Food Bank Free Tax Preparation Domestic violence intervention Child Abuse Prevention and Intervention

Sample Schedule

TIME	ACTIVITY	DESCRIPTION
8-8:10 am	Sign-In and Warm Up	Students sign-in and participate in circuit warm-up drills.
8:15-9:05 am	STEAM Projects: Egg Drop Challenge Earthquake- Proof Buildings	Students partake in 2 group based STEAM projects: Egg Drop Challenge and Earthquake-Proof Buildings. Lessons and videos will be used to provide background information on science and engineering topics. Students will then work in teams to complete and present their projects to a panel of judges.
9:10-9:25 am	Snack	
9:30- 10:15 am	Enrichment Clubs	Students will sign up to participate in an enrichment club of their interest for the entire week. Clubs will include Visual Arts, Reading and Creative Writing, Cooking and Nutrition, Music, Drama, and Sports.
10:20- 11:15 am	Character Development	Students will complete lessons from the Teaching Tolerance curriculum, which allows a space for students to engage in discussions and activities related to diversity, equity, and justice.
11:15- 11:55 am	PE Activities	Participation in physically active games.
12:00p m	Dismissal	

*SBSCS staff will work jointly with the San Ysidro School District to create a Summer Program schedule and activities tailored to the needs identified by staff at each site.

Field Trips

Children will have the option to participate in one field trip per week to be decided by the school site. Examples of field trips are as follows:

- Sea World
- Living Coast Discovery Center
- Balboa Park and Museums
- Lago Land

Budget

SBCS proposes to deliver a Summer Enrichment program at two sites, Willow Elementary School and Ocean View Hills Academy to 300 children for a duration of five weeks, from June 12th through July 12, Monday - Thursday. From 8:00 am to 12:00 pm for at the cost of \$250 per child.

BORDER VIEW FAMILY YMCA

San Ysidro School District | Summer Learning Services RFP

May 19, 2017

Background

Border View Family YMCA Summer Day Camp for Campers provided to San Ysidro School District Learning Services – Summer Intersession

Youth development is the social-emotional, cognitive, and physical processes that all youth uniquely experience from birth to career. By incorporating youth development into the fun, active experiences offered through summer programming, the Y holistically equips children to realize their potential in school and in life. Though summer programming offered by the Y has changed throughout the years, one thing remains constant: it has the same distinctive emphasis as all Y programs—to strengthen community. Our activities do not simply keep campers occupied—every experience is used to nurture the potential of every child. It is this significant purpose that stands behind everything staff and campers do.

To deliver on the Y's commitment to nurture the potential of every child, day camp programs now more intentionally foster achievement, relationships, and belonging. Achievement, relationships, and belonging are essential dimensions of well-being that the Y can cultivate through day camp:

- **Discovering skills (achievement)**
Campers experience achievement when they try different activities, learn what they like, and discover what they are good at.
- **Building friendships (relationships)**
Campers have the opportunity to form healthy relationships with other children, caring adults, and role models, which helps them feel good about themselves and learn to get along with others.
- **Finding a place to belong (belonging)**
Campers connect through significant camp traditions and rituals that create a sense of belonging, so they feel included, accepted, and part of a community. With this emphasis on achievement, relationships, and belonging, day camp at the Y is more than a mechanism for keeping kids busy during the summer; it is an opportunity for Y staff to intentionally develop youth.

Character Development:

Parents and caregivers have the immense responsibility of teaching their children the values they feel are important. Day camp provides an environment, role models, and activities that promote character development. The four core character development values that the Y strives to teach follow:

- **Caring** - Show a sincere concern for others
- **Honesty** - Be truthful in what you say and do
- **Respect** - Follow the golden rule
- **Responsibility** - Be accountable for your promises and actions

Program Plan

Dates & Hours of Operation:

June 12 – July 21, 2017, no program July 4 in observance of Independence Day

Monday – Thursday

8:00am – 12:30pm = 4.5 hours per day

23 days of operation

Locations: Ocean View Hills Grades 6-8 and Willow Elementary Grades 1-5,
Ages 5-14

Cost per child: \$267

Enrichment Focus: A Typical Day

New experiences, skill building, a sense of community and lasting friendships are all part of the Summer Day Camp for the San Ysidro School District Learning Service Intersession program. Children will explore STEAM (Science, Technology, Engineering, Art and Math) and do at least two STEAM activities a day. Children will also enjoy math and language arts enrichment in a classroom setting each day along with different crafts, sports, and themes.

Our successful program includes daily schedules that create an intentional and well-paced experience for children. Including several different components helps create balance so that there is a good mix between low- and high-energy activities, small- and large-group assemblies, and quiet and not-so-quiet time. Our program schedule keeps children interested, enthused, and energized while providing plenty of opportunity for them to build achievement, relationships, and belonging. Some examples of the type of components included in our daily schedule is as follows:

- **Child Choice and Play**
Camper-choice program periods—supervised, but not directed, by Y staff provide children with an important opportunity to make individual choices and feel a sense of belonging. Staff also use the time to encourage outdoor and imaginative play.
- **Child-Planned Events**
Engaging campers to select, organize, and run an event builds collaboration skills and offers important leadership opportunities. We will consider using child-planned events as a way to end the week with a showcase and include children in planning or conducting daily ceremonies.
- **Camp Circle**
Getting to know campers' names, interests, and qualities during small-group interactions creates a positive social environment, promotes friendships among children, and reduces and resolves behavior conflicts and bullying.
- **Mastery Activities**
Giving campers a chance to select an activity to practice at least three times during a week helps them build a sense of achievement. When children return to an activity with a clear goal in mind, they are able to build skills in that activity.

Enrichment Focus: A Typical Day (continued)

- **Opening and Closing Assemblies**

Acknowledging the start and end of each day with a ritual gives children the chance to assemble as one large group, participate in fun and engaging routines, recognize and celebrate campers and staff, and experience an inclusive and positive social environment.

- **Reflection**

It is easy to jump from one activity to the next in the excitement and rush of the day, our staff best support youth development by building in time for individual or small-group reflection on activities or the day's events. These few moments are an important ritual to support belonging and foster relationships among campers and between campers and staff.

- **Variety Activities**

Exploring a range of activities throughout the week allows campers to discover their interests and talents. Variety activities tend to be more general than mastery activities, focused less on skill building and more on trying new things and connecting with others.

- **Special Days**

Not all days will be identical, and that is just as it should be. For instance, the first day will call for variations in the typical day, as will the days devoted to theme-related activities. On some days, rain or heat will cause the usual outdoor activities to be altered or replaced, and on other days the reason will be possible field trips to new and exciting places or special guests who visit the program to give special presentations. In addition, special days can also include STEAM or STEM activities, arts integration and camp readers.

Field Trips:

At this time, field trips are contingent upon a couple of variations. Currently, our transportation resources are limited; busses not available to rent and have already been designated to other Y camps. In addition, we do not have extra drivers to help us with additional transportation needs. We are looking into the possibility of chartering a bus, though the final decision to provide this option is based on cost. If the district is in a position to assist with transportation – we contract with the district for a bus and driver, the Y is open to bringing children to the facility for activities such as swimming, open gym (in the basketball gym), structured activities on the outdoor soccer arena or other field trip opportunities within the south bay area.

Tentative Summer Daily Schedule:

8:00-8:30 AM	Scan in & Sign in and Welcome Openers
8:30-9:00 AM	Opening Assembly
9:00-9:30 AM	Camp Circle (smaller groups)
9:30-11:00 AM	Rotations of Cooperative Games and STEAM Activities - 45 minutes each
11:00 AM - 12:00 Noon	Lunch
12:00-12:30 PM	Closing Assembly and Sign out

Budget Description:

*Staffing Costs:	\$55,000
• 300 students	
• 1:20 Ratio	
• 8:00AM - 12:30PM - 4.5 hours	
• Monday - Thursday, 4 days per week	
• Includes Director, Site Supervisor and Youth Leaders + payroll taxes, benefits, staff training and administration fees	
Program Supplies & Equipment	\$15,000
Rec & Craft Supplies	\$4,000
Apparel	\$3,000
Printing	\$1,000
Miscellaneous, Office & Other Supplies	\$1,000
Mileage	\$1,000

**To date, we are prepared and appropriately staffed to serve a total of 40 kids, 20 at each school. We are doing our best to recruit staff from other Y's that have not been assigned to day camp or other summer programs. We are also in consultation with our Corporate HR Recruiter to engage her assistance in our urgent need to secure additional staff. We want to provide a safe, structured, well organized, and high quality program for the children, families and the San Ysidro School District. As a result, we need more time to determine our staffing situation and determine if our staffing resources can accommodate a total of 300 children.*

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: REQUEST FOR PROPOSALS FOR 2017-18 AFTER SCHOOL
EDUCATION & SAFETY (ASES) SERVICES

BACKGROUND INFORMATION:

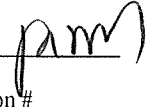
The San Ysidro School District has requested proposals from qualified and interested parties that would like to provide ASES services to the District during school year 2017-18. Due to time constraints, the selected organizations will be invited to participate in a Townhall setting interview process from where a provider will be selected.

A public notice was placed in the San Diego Union-Tribune and posted on the District's website from May 17th to May 26th requesting interested parties to submit a Scope of Work that their organization provides. The deadline for submittal is June 1, 2017 at 3:00 p.m..

RECOMMENDATION:

Approve/Ratify the issuance of the Request for Proposals for school year 2017-18 After School Education & Safety (ASES) Services. Publishing fees are \$1,388.00 from the ASES fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

PUBLISHING FEE

\$1,388.00

(Amount)

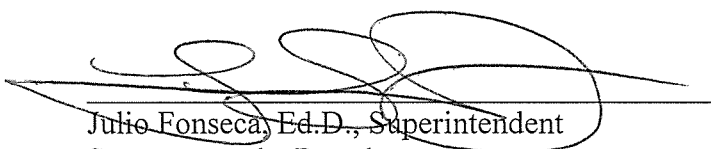
ASES FUND

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

ADVERTISEMENT

SAN YSIDRO SCHOOL DISTRICT

REQUEST FOR PROPOSALS NOTICE

AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES FOR 2017-18

NOTICE IS HEREBY GIVEN that San Ysidro School District, (SYSD) is inviting any and all qualified organizations interested in providing ASES services to SYSD in 2017-18 fiscal year.

Interested parties must send a one (1) page Scope of Work that your organization provides and **email** by no later than June 1st, 2017 at 3:00 p.m. to Jose Arturo Sanchez-Macias, Deputy Superintendent at arturo.macias@sysd.k12.ca.us. Proposals received after the designated time and specified date will not be considered.

Any questions, please contact the Business Services office at (619) 428-4476 ext. 3003 or by email at pcaro@sysd.k12.ca.us.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition Department
Paloma Perez, Assistant Director

AGENDA ITEM: AGREEMENT WITH ANNE GUILLOTTE FOR MURAL AT
VISTA DEL MAR CAFETERIA

BACKGROUND INFORMATION:

The Nutrition Services Department received the Smarter Lunchrooms Grant for school year 2016-17 for Vista Del Mar. The Smarter Lunchrooms Movement is dedicated to providing schools with the knowledge, motivation and resources needed to build a lunchroom environment that makes healthy food choices the easy choice.

The Movement brings evidence from the fields of economics, marketing, and psychology into the school cafeteria. A site mural will create a more inviting space and attractive cafeteria atmosphere, leading to higher student participation, more satisfied students and increased consumption of important nutrient-rich foods.

RECOMMENDATION:

Approve the agreement with Anne Guillotte for the painting of a mural in the cafeteria area at Vista Del Mar School at a cost of \$2,500.00 from the Smarter Lunchrooms grant fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: ram

Financial Implications?

Are funds for this item available in the 2016-2017 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$2,500.00

(Amount)

Smarter Lunchrooms Grant

(Name of funding source and/or location)

Team Nutrition

1300-5310000-0000-3700-5200003-5454

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1ST day of June, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Anna Guillotte / Lumiere Murals

Company/Consultant

(619) 536-8816

Telephone Number

3103 Madera Court, Carlsbad, CA 92009

Address

Anna.guillotte@gmail.com

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: 06-01-17

To: Completion of project

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

8A.12

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District in any way.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. District waives this item: _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. District waives this item if not applicable: _____
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* District waives this item: _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000. District waives this item: _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	LUMIERE MURALS
Name:	Anna Guillotte
Title:	Owner
Address:	3103 Madera Court
City/State/Zip Code:	Carlsbad, CA 92009
Telephone:	(619) 536-8816
Email:	Anna.guillotte@gmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Paloma Perez
Title:	Deputy Superintendent	Assistant Director of Nutrition Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3011
Email:	arturo.macias@sysd.k12.ca.us	Paloma.perez@sysd.k12.ca.us

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

3103 Madera Court
Carlsbad, CA 92009
619-536-8816
anna.guillotte@gmail.com
www.lumiere-murals.com

Quote

For Paloma Perez (Vista Del Mar School)

5/17/17

Project description: Mural for "Seaside Café" at the Vista Del Mar School - design TBD.
Cost includes all fees (labor, design and materials).
After contract and deposit* is completed, artist will provide client with design sketches until a design has been agreed upon and signed off.
See highlighted area in photo below for proposed space to be painted for mural (after discussing with Paloma).



Est. completion time: 4 consecutive days (on-site work will most likely will be completed in July)

Total cost: \$2,500*

* 30% deposit due before project, balance due upon completion

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: RECONFIGURATION RELOCATION PROJECT BID AND AWARD

BACKGROUND INFORMATION:

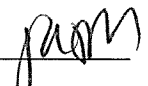
In planning for the District's reconfiguration and modernization projects, it is anticipated that there will be massive movement of equipment and furniture throughout all of the schools. The District submitted a Request for Bid seeking a qualified full service commercial moving company who can meet the current and future moving needs of the District in the most cost-effective manner. Per bid documents, this project refers to the labor, supervision, materials and transportation of the equipment, furniture, instructional materials, from selected rooms and offices of seven (7) District school sites, their storage during summer construction and the return of said items to their previous location.

The District advertised the "Reconfiguration Relocation Project Bid" in the San Diego Union Tribune from May 10th to May 17th. Only two companies requested Bid packets: ONVIA and C&M Relocation Systems. There was a mandatory pre-walkthrough on May 19th and only one company, C&M Relocation Systems, participated and provided a proposal. The Bid opening took place on May 24th at 3:00 p.m. Administration recommends that C&M Relocation Systems be awarded the Reconfiguration Relocation Project Bid.

RECOMMENDATION:

Approve/Ratify the issuance of the Request for Bid and award the Reconfiguration Relocation Project Bid to C&M Relocation Systems at an amount not to exceed \$200,000.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-17 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

NOT TO EXCEED

\$200,000.00

(Amount)

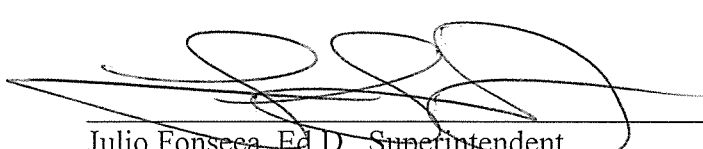
General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board



Office * Biotech * Industrial * Machinery * Electronics * Storage

May 23, 2017

Jose Arturo Sanchez Macias
Bid Administrator
Business Services
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Araceli Sanchez, Purchasing
Department
Business Services
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Victor Guzman
Director Facilities, Maintenance,
Operations & Transportation
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Re: Reconfiguration Relocation Project Schools

Dear Jose, Araceli, Victor:

Thank you for the opportunity to provide you with a move cost proposal for the upcoming San Ysidro School District relocation project with the San Diego Unified School District. We feel that it is important to provide customers with a background and knowledge of C&M Relocation Systems.

C&M Relocation Systems is an **owner-operated**, certified small business (#1730281). We own our facilities, equipment, vehicles and only employ full-time personnel. We do not use sub-contractors to perform our services. C&M Relocation Systems is a **full service company**. We offer commercial moving services and specialize in the relocation of offices, industrial facilities, bioscience facilities, heavy machinery and computer workstation relocations. In addition, we provide warehousing and storage services. C&M Relocation Systems was **created in 1986** as a commercial moving company and are proudly celebrating **twenty-five years in business**. C&M Relocation Systems has **long term move relationships** with Qualcomm, SAIC, Nokia, Sony, General Atomics, Lockheed Martin, Ericsson Wireless, The University of San Diego, the Department of Homeland Security, Cardinal Health, Clear Channel Communications and we put the Padres in Petco Park, to name a few. We are looking forward to the opportunity to develop the same long term relationship with you.

The San Ysidro School District relocation project **means a lot to us**, therefore, we are eager to earn your **trust** and prove ourselves to be your **preferred moving vendor**.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Mahaffey'.

Andy Mahaffey
Vice President

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Cost Proposal

Section I – Moves Out

Line Item I - La Mirada Elementary School - 222 Avenida de la Madrid, San Ysidro, 92173

Scope of Work: C&M Relocation Systems will provide labor, supervision, materials and transportation to relocate all school assets into requested 53 foot trailers and take them to C&M's property for storage until completion of the relocation project. Labor to be paid at DIR established Prevailing Wage Rate.

NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

Classrooms/Labs:

Classroom/Lab Out: \$ 1,350.00

*Number of Classrooms as Provided by San Ysidro School District: 20

Fixed Price for SYSD, La Mirada Elementary School Project Classrooms/Labs \$ 27,000.00

Teacher Prep Rooms / Offices:

Teacher Prep Room / Office Out: \$ 500.00

*Number of Teacher Prep Rooms / Offices as Provided by San Ysidro School District: 7

Fixed Price for SYSD, La Mirada Elementary School Project Teacher Rooms/Offices \$ 3,500.00

Other Rooms to be Moved

Library Out: \$ 5,500.00

Cafeteria Out: \$ 500.00

Conference Room Out: \$ 500.00

Teacher's Lounge Out: \$ 500.00

Supply Room Out: \$ 500.00

Fixed Price for SYSD, La Mirada Elementary School Project Other Rooms \$ 7,500.00

*Note: should the number of Classrooms/Labs and/or Teacher Prep Rooms / Offices, Other Rooms moved differ from what is provided, C&M will provide San Ysidro School District with a Change Order document for signature and inclusion in this contract. Change Orders will be billed with the completed phase.

Fixed Price for SYSD, La Mirada Elementary School Project Line Item I \$ 38,000.00

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Line Item II – Smythe Elementary School - 1880 Smithe Avenue, San Ysidro, 92173

Scope of Work: C&M Relocation Systems will provide labor, supervision, materials and transportation to relocate all school assets into requested 53 foot trailers and take them to C&M's property for storage until completion of the relocation project. Labor to be paid at DIR established Prevailing Wage Rate.

NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

Classrooms/Labs:

Classroom/Lab Out: \$ 1,350.00

*Number of Classrooms as Provided by San Ysidro School District: 20

Fixed Price for SYSD, La Mirada Elementary School Project Classrooms/Labs \$ 27,000.00

Teacher Prep Rooms / Offices:

Teacher Prep Room / Office Out: \$ 500.00

*Number of Teacher Prep Rooms / Offices as Provided by San Ysidro School District: 9

Fixed Price for SYSD, La Mirada Elementary School Project Teacher Rooms/Offices \$ 4,500.00

Other Rooms to be Moved

Library Out: \$ 5,500.00

Cafeteria Out: \$ 500.00

Teacher's Lounge Out: \$ 500.00

Supply Room Out: \$ 500.00

Fixed Price for SYSD, La Mirada Elementary School Project Other Rooms \$ 7,000.00

*Note: should the number of Classrooms/Labs and/or Teacher Prep Rooms / Offices, Other Rooms moved differ from what is provided, C&M will provide San Ysidro School District with a Change Order document for signature and inclusion in this contract. Change Orders will be billed with the completed phase.

Fixed Price for SYSD, Smythe Elementary School Project Line Item II \$ 38,500.00

Line Item III - Materials

Scope of Work: C&M Relocation Systems will provide all materials, equipment and storage services to pack, relocate and protect the assets of the San Ysidro School District.

Item	Use	Price	Unit of Measure	Quantity	Timeframe	Total Price
Color Coded Moving Labels	Organize & Label Items to Be Moved	\$28.00	/ 1000	8	N/A	\$ 224.00
Bubble Hoods	Cover Monitors for Storage	\$3.00	Each	100	N/A	\$ 300.00
Zip Lock Bags	Store Computer Peripherals (keyboard, mouse, etc.)	\$3.00	Each	100	N/A	\$ 300.00
Shrink Wrap	Wrap Library Carts and Gondolas for Storage	\$12.00	/ Roll	30	N/A	\$ 360.00

1 Delivery and 1 Pickup of Equipment (1 week prior & 1 week after move)
Flooring and Building Protection @ ***NO CHARGE (If Needed)***
NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

Fixed Price for San Ysidro School District Project Line Item III **\$ 1,184.00**

C&M Credit San Ysidro School District Project Line Item III **<\$ 1,184.00>**

Fixed Price for San Ysidro School District Project Line Item III **\$ 0.00**

Fixed Price for San Ysidro School District Project Section I **\$ 76,500.00**

Section II – Monthly Charges

Scope of Work: C&M Relocation Systems will provide all materials, equipment and storage services to pack and store the assets of San Ysidro School District.

Item	Use	Price	Unit of Measure	Quantity	Timeframe	Total Price
Gondolas	Pack Computers	\$10.00	Each	30	per Month	\$ 300.00
Library Carts	Pack Library Books	\$10.00	Each	120	per Month	\$ 1,200.00
Climate Controlled Storage	Store Computers	\$500.00	/ Month	1	per Month	\$ 1,000.00
53' Trailers	Store Classroom and Library Contents	\$500.00	Each	15	per Month	\$ 7,500.00

Monthly Price for SYSD, La Mirada Elementary School Project Section II **\$ 9,500.00**

Anticipated Months per the RFP

2

Estimated Price for San Ysidro School District Project Section II

\$ 19,000.00

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Section III – Individual Teacher Relocation

Scope of Work: C&M Relocation Systems will provide labor, supervision, materials and transportation to relocate Classrooms / Laboratories into requested 53 foot trailers and return upon completion of Tenant Improvements / Construction. Labor to be paid at DIR established Prevailing Wage Rate.

Individual Teacher Out:	\$ 75.00
Individual Teacher In:	\$ 75.00

*Number of Classrooms as Provided by San Ysidro School District:	115
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1 Delivery and 1 Pickup of Equipment (1 week prior & 1 week after move)

Color Coded Moving Labels @ **NO CHARGE**

NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

*Note: should the number of Individual Teacher Moves differ from what is provided, C&M will provide San Ysidro School District with a Change Order document for signature and inclusion in this contract. Change Orders will be billed with the completed phase.

<u>Fixed Price for San Ysidro School District Project Section III</u>	\$ 17,250.00
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Section IV – Move In

Option I – New Furniture Arrives on Time & C&M Disposes of All Assets in Storage.

Scope of Work: C&M Relocation Systems will provide labor, supervision, materials, transportation and equipment to dispose the assets specifically described. Once mobilized, C&M Relocation Systems will remove and donate, recycle and/or dispose of all assets.

Flat Rate of \$500.00 per Trailer
Number of Trailers: 15

DISPOSAL FEES INCLUDED

NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

<i>Fixed Price for San Ysidro School District Project Section IV, Option I</i>	\$ 7,500.00
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<i>C&M Credit San Ysidro School District Project Line Section IV, Option I</i>	<\$ 7,500.00>
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<i>Fixed Price for San Ysidro School District Project Section IV, Option I</i>	\$ 0.00
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Option II – New Furniture Does Not Arrive on Time & Old Furniture is Returned

Line Item I - La Mirada Elementary School - 222 Avenida de la Madrid, San Ysidro, 92173

Scope of Work: C&M Relocation Systems will provide labor, supervision, materials and transportation to return all school assets stored in requested 53 foot trailers and return to the school property at the completion of the relocation project. Labor to be paid at DIR established Prevailing Wage Rate.

NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

Classrooms/Labs:

Classroom/Lab In: \$ 1,000.00

*Number of Classrooms as Provided by San Ysidro School District: 20

Fixed Price for SYSD, La Mirada Elementary School Project Classrooms/Labs \$ 20,000.00

Teacher Prep Rooms / Offices:

Teacher Prep Room / Office In: \$ 500.00

*Number of Teacher Prep Rooms / Offices as Provided by San Ysidro School District: 7

Fixed Price for SYSD, La Mirada Elementary School Project Teacher Rooms/Offices \$ 3,500.00

Other Rooms to be Moved

Library In: \$ 5,500.00

Cafeteria In: \$ 500.00

Conference Room In: \$ 500.00

Teacher's Lounge In: \$ 500.00

Supply Room In: \$ 500.00

Fixed Price for SYSD, La Mirada Elementary School Project Other Rooms \$ 7,500.00

*Note: should the number of Classrooms/Labs and/or Teacher Prep Rooms / Offices, Other Rooms moved differ from what is provided, C&M will provide San Ysidro School District with a Change Order document for signature and inclusion in this contract. Change Orders will be billed with the completed phase.

Fixed Price for SYSD, La Mirada Elementary School Project Line Item I \$ 31,000.00

Line Item II – Smythe Elementary School - 1880 Smithe Avenue, San Ysidro, 92173

Scope of Work: C&M Relocation Systems will provide labor, supervision, materials and transportation to relocate all school assets into requested 53 foot trailers and take them to C&M's property for storage until completion of the relocation project. Labor to be paid at DIR established Prevailing Wage Rate.

NO FUEL OR ENERGY SURCHARGE/NO HIDDEN FEES

Classrooms/Labs:

Classroom/Lab In: \$ 1,000.00

*Number of Classrooms as Provided by San Ysidro School District: 20

Fixed Price for SYSD, Smythe Elementary School Project Classrooms/Labs \$ 20,000.00

Teacher Prep Rooms / Offices:

Teacher Prep Room / Office In: \$ 500.00

*Number of Teacher Prep Rooms / Offices as Provided by San Ysidro School District: 9

Fixed Price for SYSD, Smythe Elementary School Project Teacher Rooms/Offices \$ 4,500.00

Other Rooms to be Moved

Library In: \$ 5,500.00

Cafeteria In: \$ 500.00

Teacher's Lounge In: \$ 500.00

Supply Room In: \$ 500.00

Fixed Price for SYSD, Smythe Elementary School Project Other Rooms \$ 7,000.00

*Note: should the number of Classrooms/Labs and/or Teacher Prep Rooms / Offices, Other Rooms moved differ from what is provided, C&M will provide San Ysidro School District with a Change Order document for signature and inclusion in this contact. Change Orders will be billed with the completed phase.

Fixed Price for SYSD, Smythe Elementary School Project Line Item II \$ 31,500.00

Fixed Price for San Ysidro School District Project Section IV, Option II \$ 62,500.00

Section V – Administration

Scope of Work 1: C&M Relocation Systems will charge a \$1,000 per phase, administrative fee to cover all administrative functions of the project including:

1 Pre-Move Employee Training Meeting Per School
Certified Payroll Processing
All Required Documentation to be Provided to San Ysidro School District
All other Miscellaneous Administrative Items

*Number of Move Phases as Provided by San Ysidro School District: 2

*Note: should the number of Phases differ from what is provided, C&M will provide San Ysidro School District with a Change Order document for signature and inclusion in this contract. Change Orders will be billed with the completed phase.

Subtotal for San Ysidro School District Project Section V \$ 2,000.00

Summary of Estimate / Total Price

Item	Estimate / Price
Section I – Move Out	
Line Item I – La Mirada Elementary School	
Classrooms	\$ 27,000.00
Teacher Prep Rooms / Offices	\$ 3,500.00
Other Rooms	\$ 7,500.00
<i>Subtotal Line Item I</i>	<i>\$ 38,000.00</i>
Line Item I – Smythe Elementary School	
Classrooms	\$ 27,000.00
Teacher Prep Rooms / Offices	\$ 4,500.00
Other Rooms	\$ 7,000.00
<i>Subtotal Line Item II</i>	<i>\$ 38,500.00</i>
Line Item III – Materials	\$ 1,184.00
C&M Credit for Materials	<\$1,184.00>
<i>Subtotal Line item III</i>	<i>\$ 0.00</i>
Total Fixed Price for SYSD Project Section I	<u>\$76,500.00</u>
Section II – Monthly Charges (Equipment & Storage)	\$9,500.00
Estimated Months	<u>2</u>
Total Estimate for SYSD Project Section II	<u>\$19,000.00</u>
Section III – Individual Teachers Moves (115)	<u>\$17,250.00</u>
Total Estimate for SYSD Project Section III	<u>\$17,250.00</u>

Section IV – Move In

Option I – Disposition of Furniture	\$ 7,500.00
C&M Credit for Disposal	<\$7,500.00>
<i>Subtotal Option I</i>	\$ 0.00

Option II – Assets Return to Schools**Line Item I – La Mirada Elementary School**

Classrooms	\$ 20,000.00
Teacher Prep Rooms / Offices	\$ 3,500.00
Other Rooms	\$ 7,500.00
<i>Subtotal Line Item I</i>	\$ 31,000.00

Line Item I – Smythe Elementary School

Classrooms	\$ 20,000.00
Teacher Prep Rooms / Offices	\$ 4,500.00
Other Rooms	\$ 7,000.00
<i>Subtotal Line Item II</i>	\$ 31,500.00

Total Fixed Price for SYSD Project Section IV, Option II	\$62,500.00
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Section V – Administration

Estimated Phases	2
Total Estimate for SYSD Project Section V	\$2,000.00

Summary of Estimate / Total Price 2

Section	Option I	Option II
Section I – Move Out	\$ 77,684.00	\$ 63,684.00
Section I – Credit for Materials	<\$ 1,184.00>	<\$ 1,184.00>
Section II – Monthly Costs	\$ 19,000.00	\$ 19,000.00
Section III – Individual Teacher Moves	\$ 17,250.00	\$ 17,250.00
Section IV – Option I – Disposal	\$ 7,500.00	
Section IV – Credit for Disposal	<\$ 7,500.00>	
Section IV – Option II – Move In		\$ 76,500.00
Section V – Administration	\$ 2,000.00	\$ 2,000.00
Total Cost of Project:	<u>\$ 113,566.00</u>	<u>\$ 176,066.00</u>

NOTE: Did you know that C&M Relocation Systems also offers:

- Furniture new and used
- Cubicles New and Used
- Move on premise any size
- Shipping/freight
- Pallet racking
- Machinery
- Anchoring
- Custom crating & boxing
- Shredding
- Disposal/recycle/donation of surplus furniture
- And much more...

That's why they call C&M Relocation Systems your one stop shop!

Buyer Beware! Are you receiving a Not-to-Exceed move cost proposal or just an Estimate? Compare your relocation proposals and make sure that each vendor is providing you with a Not-to-Exceed move cost proposal.

C&M Relocation will meet or beat any competitor's bid.
Please allow us the first right of refusal on your project.



Certified Small Business #: 1730281



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Letter of Intent

The components described in C&M Relocation System's proposal offers service features designed for the benefit of San Ysidro School District

C&M Relocation Systems offers this proposal as our commitment to provide San Ysidro School District with the finest moving service available in the industry.

San Ysidro School District agrees to pay C&M the full amount of this contract in a timely manner for satisfactorily completed work. C&M will invoice and provide all supporting data following each phase of the project. Straight Line agrees to payment within 30 days of submittal. This includes any retention following the last phase.

It will be our obligation and responsibility to continue communications to assess your needs further. However, should you need to contact us for any reason, feel free to call us at (619) 562-6111.

Please sign and return this page indicating your intent to use C&M Relocation System's for your moving needs and that you have read, understand and accept the terms and conditions of this agreement.

There may be multiple sections to your move cost proposal. **Please place a check mark within the box next to the section(s) of the move cost proposal that you would like C&M Relocation Systems to perform.**

- | | |
|--|---|
| ☐ Section I – Move Out | ☐ Section IV – Move In |
| ☐ Line Item I – La Mirada Elementary | ☐ Option I – Dispose of Assets |
| ☐ Line Item II – Smythe Elementary | ☐ Option II – Return Furniture |
| ☐ Line Item III – Materials | ☐ Line Item I – La Mirada Elementary |
| | ☐ Line Item II – Smythe Elementary |
| ☐ Section II – Monthly Expenses | |
| | ☐ Section V – Administration |
| ☐ Section III – Individual Teachers Moves | |

Planned Move Date(s): _____

Thank you for the opportunity to serve your relocation needs.

Respectfully,

Andy Mahaffey, Vice President
C&M Relocation Systems

*Authorized Signature
San Ysidro School District

Today's Date

*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

References for C&M Relocation Systems

University, College & School District References

Company: University of California San Diego (UCSD)
Contact: Carolyn Sheehan, Management Services Officer
Phone: (858) 534-6112
Note: Multiple on campus projects.

Company: University of California San Diego (UCSD)
Contact: Irene Xavier, Business Operations Analyst
Phone: (858) 534-0145
Note: Multiple on campus projects.

Company: San Diego Community College District
Contact: David Suter, Vice President, Consolidated Building Systems, Inc. (CBSI)
Phone: (619) 741-4566
Note: CBSI is a preferred construction and relocation management company for the San Diego Community College District and C&M is the preferred relocation vendor. Multiple projects on multiple campuses including San Diego City College, Mira Mar College and others.

Company: Mira Costa College
Contact: Tracy Gibson, Facilities Supervisor
Phone: (760) 415-0217
Note: Multiple on campus projects.

Company: San Diego Unified School District, Creative, Performing and Media Arts (CPMA) Middle School
Contact: Brandon Lemon, Assistant Principal
Phone: Office: (858) 800-5602, Cell: (619) 742-4910 Email: blemmon@sandi.net
Note: Provided move services for two separate phases of CPMA's HVAC remodeling projects.

Company: San Diego Unified School District, Creative, Performing and Media Arts (CPMA) Middle School
Contact: Josh Kueber, President, Nexgen Building Group, Inc.
Phone: Office: (619) 670-4466, Cell: (619) 403-0987
Note: Nexgen Building Group, Inc. is the General Contractor at CPMA.

Move

- 1) The customer or the customer's agent will be present at origin and destination during the actual move. This representative will be authorized to make changes to the scope of the move.
- 2) This price includes moving and placing items once. Subsequent moving and re-handling may result in additional charges.
- 3) Unless otherwise noted in the proposal, this price is for **one (1)** delivery and pickup of office & industrial moving cartons or similar moving containers.
- 4) Unless stated within the scope of work, this cost proposal does not include electrical or mechanical disconnection and reconnection of any items.
- 5) This contract will apply only when the following conditions exist at both origin and destination facilities.
 - a) Exclusive and uninterrupted use of the agreed upon number of elevators at both facilities and adequate light, heat, air, and power.
 - b) All areas must be free of trash, debris or any other impediments to moving.
 - c) Construction, renovation, new furniture installation and decorating work must be complete and in such a state not to impede the move..
- 6) Any alterations or deviations from the specifications listed in this agreement may result in an adjusted price and is payable during the course of the terms of payment listed in this agreement.
- 7) Parking citations received during the course of the move will be remunerated by the customer.
- 8) Situations that are not in the direct control of C&M Relocation Systems such as occupancy issues, unforeseen traffic delays, accidents, severe weather, or acts of God may result in additional charges.
- 9) Changes in the sequence or scheduling of the move may result in an adjusted price at **time and material** rates.
- 10) Customer will adhere to the guidelines set forth in the scope of work provided by C&M Relocation Systems.

Transit Protection

- 1) It is the policy of C&M Relocation Systems to repair or replace any items damaged during the handling of your move up to the statutory limits of **sixty cents (60¢)** per pound per article. Additional valuation can be purchased.
- 2) Claims will not be valid unless:
 - a) Presented in writing within **five (5) working** days after completion of the move.
 - b) Payment is made in-full according to the terms of this proposal
- 3) C&M Relocation Systems reserve the right of first refusal to make all repairs.
- 4) The customer's employees are required to handle the move movement of all personal items such as wallets, purses, artwork photographs, cash box, small plants, personal electronic devises and any item or articles of extraordinary value.
- 5) C&M Relocation Systems assumes no liability for articles packed or unpacked by anyone other than C&M Relocation Systems, nor does the company assume liability for any concealed item, unless caused and accompanied by external damage.
- 6) No liability shall be provided for the mechanical or electrical derangement of computers, televisions, refrigerators, or other instruments or appliances unless otherwise evidenced by external damage to such equipment.
- 7) In the event a property manager requests a certificate of insurance of twenty-five (25) dollar administrative fee will apply. In the event that a waiver of subrogation is needed the following administrative fees will apply: Proposals up to \$10,000 are a \$300 fee. \$10,000-\$20,000 are a \$400 fee \$20,000-\$40,000 are a \$500 fee. \$40,000-\$60,000 is a \$600 fee. Proposals greater than \$60,000 are to be determined.

Payment Terms

C&M Relocation Systems requires a **50% deposit** at the pre-move planning meeting and the **remaining 50%** at the start of the move, unless otherwise negotiated. If payment is not received at the start of the move, delays could occur. A change order for standby time will be issued. In the event of a change order during the project, an invoice will be created for the amount due. A finance charge of 1 ½ % per month will apply to late payments. If you choose to use the services of **Networx Relocation Group**, you will be invoiced separate from C&M Relocation Systems.

Letter of Intent

Once the Letter of Intent has been signed and returned the customer has agreed to have C & M Relocation Systems perform the Relocation. C & M Relocation Systems will set aside allotted manpower, equipment, and time slot for this move. Since C & M Relocation Systems has blocked off this time slot for your company and your company only and will turn down other possible projects, any cancellation of this project would result in C & M Relocation Systems being paid the total amount of the proposal.

Other Terms

1. C&M Relocation Systems will not be responsible for or held liable for the following:
 - a. Any interruptions or additional cost incurred caused by encountering unknown utilities or insufficient foundations.
 - b. Damage to curbs, streets, sidewalks, underground items or parking areas when access is required in these areas to complete the project.
 - c. Damage to existing driveways, flooring or structural damage to the building resulting from or caused by the weight of the items being moved or the weight of the equipment required to move the aforementioned items or the combination of the two.
 - d. C&M will use all care necessary to move particle board furniture safely but cannot guarantee its safety and will not be liable or responsible if it is damaged or breaks
 - e. C&M Relocation will use all necessary caution to move glass and marble safely but cannot guarantee its safety due to unforeseen stress fractures. Glass & Marble are not designed to be moved over time, therefore C&M Relocation will not be liable or responsible if it is damaged or breaks

Effective January 1, 2000 California reverted back to daily overtime rules. This means that we as the employer are obligated by law to pay: Time and a half for all hours worked more than (8) hours in one workday, or more than forty hours in one workweek.

Time and a half for the first (8) hours worked on the seventh day of work in that workweek.

Double-time for all hours worked in excess of (12) hours in one workday.

Double-time for all hours worked more than (8) hours on the seventh day of the workweek.

What this means to you as our customer, is if any C&M employee is assigned to your move project falls into the above hours worked they will be paid accordingly, and you will be billed accordingly. However, C&M will only pass on the additional cost that we incur or be in compliance with the Labor Laws. No additional profit is added or realized.

The following Overtime and Additional Charges will apply:

\$10.00 per hour for hours worked passed 8 hours in one day.

\$20.00 per hour for hours work passed 12 hours in one day and Sundays.

2. Boxes, Materials and Rental Equipment: The box count listed in the move quote is only an estimate. The boxes are offered at a rental rate of \$1.00 per box. In the event you require additional boxes an additional cost of \$1.00 per box will apply along with an applicable delivery charge. It is you the customer's responsibility to make C&M

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aware of any boxes, materials or rental equipment left at you facility or facilities after the completion of the move. Failure to do so will result in rental charges or a purchase of boxes, materials or rental equipment. Client will be responsible to pay the higher cost (equipment rental vs. purchase price). In the event the before mentioned items are not returned within the allotted time the following charges will apply:

- | | |
|-------------------|--|
| a. Box: | \$1.00 a week rental or \$2.50 to purchase. |
| b. Computer Bag: | \$2.00 a week rental or \$5.00 to purchase. |
| c. Zip Lock Bag: | \$1.00 a week rental or \$5.00 to purchase. |
| d. Tyga Bin: | \$5.00 a week rental or \$35.00 to purchase. |
| e. Tyga Wheel: | \$5.00 a week rental or \$60.00 to purchase. |
| f. Gondola: | \$15.00 a week rental or \$175.00 to purchase. |
| g. Library Carts: | \$15.00 a week rental |
| h. Speed Carts: | \$15.00 a week rental |
| i. Dolly: | \$5.00 a week rental or \$40.00 to purchase. |
| j. Picture Cart: | \$15.00 a week rental or \$175.00 to purchase. |
| k. Panel Cart: | \$15.00 a week rental or \$165.00 to purchase. |
| l. Pad: | \$3.00 a week rental or \$20.00 to purchase. |

Other

1. Pricing is based on movement from the ground floor of the origin facility to the ground floor of the new facility, unless otherwise discussed. In the event that there is not an elevator at destination and stairs are used to complete the project, additional charges will be assessed. A change order will be issued. **Rescheduling of your move without a five day notice is subject to a thirty-five percent processing fee and costs of any rental equipment. Rescheduling of your move without 72 hour notice is subject to a fifty percent processing fee and costs of any rental equipment.**
2. If disputes relevant to this agreement require litigation, the prevailing party is entitled to recover all attorney fees, including collection costs.
3. This price is valid for ninety (90) days, at which time we would appreciate the opportunity to re-evaluate the scope of work and update our quote, if necessary.

General Lien For Charges: The company shall have a general lien upon any and all property now or hereafter delivered to or deposited with the company by the customer for the legal possessor of such property for all charges for transportation, storage, preservation of the property, and the performance of other services, also for all lawful claims for money advanced, interest, insurance, labor, weighing, cooperating wrapping and other charges in relation to such property or any part thereof; also for all costs incurred and allowed to be recovered as reasonable expenses under the California Commercial Code or Civil Code in collecting said charges or enforcing its lien, or defending itself in the event that it is made a party to any litigation concerning said property. In the event of sale under this paragraph the company may retain out of the proceeds thereof an amount sufficient to pay all unpaid charges, plus interest thereon at the legal rate per month charged monthly will be made together with costs incurred in possession and foreclosure, including attorney fees.

BID FORM

NAME OF BIDDER: C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

To: Members of the Governing Board

The undersigned, hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

“RECONFIGURATION RELOCATION PROJECT”

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project as listed on the Bid Response Form per individual line item.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Price Per Unit” column, then the amount set forth in the “Price Per Unit” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the District Representative from measured quantities of work performed based upon the unit price.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District’s Purchase Order, and shall be completed by the Bidder in the time specified in the Contract Documents. In no case shall the Bidder commence implementation prior to the date stated in the District’s Purchase Order.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____
Addenda No. _____
Addenda No. _____

The following documents are attached to this bid and must be returned with the Bid Response Form at time of bid opening. Failure to include these documents at time of bid opening could result in the bid being declared non-responsive and non-responsible:

- Bid security (Bid Bond) in the amount of not less than 10% of the bid price
- Non-Collusion Affidavit Form.
- Bidder Information Form
- Bid Form
- Acknowledgement of Insurance Requirements Form
- Fingerprinting Certification

SAN YSIDRO SCHOOL DISTRICT
RECONFIGURATION RELOCATION PROJECT

- Drug Free Workplace Certification
- Bidders Certificate Regarding Workers Compensation
- W-9 Form
- Designation of Subcontractors
- Fully executed contract (2 copies)

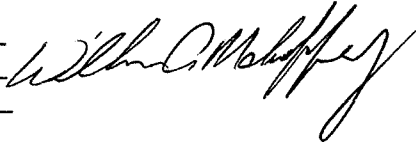
Other documents to be submitted with this bid or within 48 hours after notification of recommended bid award:

- Insurance Certifications as required
- Insurance policy endorsement NAMING San Ysidro School District as additional insured.
- Proof of Workers Compensation Insurance
- Performance Bond
- Payment Bond

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

DOCUMENT SHALL BEAR THE CORPORATE SEAL.

LICENSE NUMBER: C1910701
Issuing Agency: State of California
Date Issued: 08/08/1994
Date Expires: Not Applicable



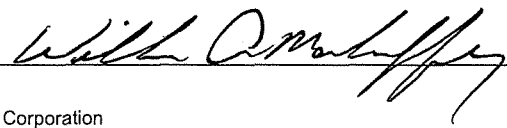
If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

William A. Mahaffey, the Vice President of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this 23 day of May at San Diego County, California

SAN YSIDRO SCHOOL DISTRICT
RECONFIGURATION RELOCATION PROJECT

Legal name of Company C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

Signature of Authorized Agent 

Legal Status Corporation
(i.e., Sole Proprietorship, Partnership, Corporation)
33-0632783

Tax I.D. Number _____

Name of Authorized Agent (typed or printed) William A. Mahaffey

Title Vice President

Address 8787 Olive Lane

City/State/Zip Code Santee, CA 92071

Telephone Number 619.562.6111 x111

Fax Number 619.562.6373

E-Mail Address andy@cmtransfer.com

Company Website http://cmtransfer.com

Toll Free Telephone Number (if outside San Diego County area) Not Applicable

Should your Company be awarded one or more bid line items, indicate below who is to function as your Company's listed contact person:

Contact's Name: Aron Fleck

Contact's e-mail: aron@cmtransfer.com

Contact's Phone #: 619.562.6111, extension: 118

Contact's Fax #: 619.562.6373

Fill in the following address, if this address should be used as the delivery address for Purchase Orders

Address: 8787 Olive Lane

City/State/Zip: Santee, CA 92071

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, NOT APPLICABLE, as Principal, and _____, as Surety, are held and firmly bound unto the San Ysidro School District, hereinafter called the District, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated NOT APPLICABLE 20____, for _____

NOW, THEREFORE. If the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or if no period be specified, within ten (10) consecutive calendar days after the Award of Contract, complete the prescribed forms which are presented to him for signature, enter into a written contract with the District in accordance with the bid as accepted and give a bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified. If the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain In full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and It does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of Its governing body.

(Corporate Seal)

NOT APPLICABLE
Principal
By NOT APPLICABLE
Title NOT APPLICABLE

(Corporate Seal)

NOT APPLICABLE
Surety
By _____

NOT APPLICABLE
Attorney-in-Fact _____

(Attach Attorney-in-Fact Certificate)

Title NOT APPLICABLE

INFORMATION REQUIRED OF BIDDERS

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

NOTE: The term "Bidder" refers to the company submitting the bid.

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously performed work, reference checks and examination of all public records.
3. The bidder must provide the following information:

a. Firm Name and Address:

C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

8787 Olive Lane

Santee, CA 92071

b. Telephone: 619.562.6111

c. Type of Firm: Individual _____
(check one) Partnership _____
Corporation xx

d. Names and titles of all officers of the firm:

Michael A. Mahaffey

President

William A. Mahaffey

Vice President

e. Number of years as a Bidder (Company) in project of this type: 22.
(Minimum of five [5] years required.)

4. The bidder must also demonstrate knowledge of providing products for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and address, points of contract and scope of work of at least three (3) customers served within the **past three (3) years** with requirements similar to the needs of the San Ysidro School District.

5. FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified school District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L.A., CA 92000
- (d) Contact: J.Q. Jones III at above #
- (e) Provided services and products similar to those described in this Request for Bids.

Bidder's Name: C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

Reference #1

District or Entity: San Diego Unified School District, Creative, Performing and Media Arts (CPMA) Middle School

Phone #: Office: (858) 800-5602, Cell: (619) 742-4910 Email: blemmon@sandi.net

Address: 5050 Conrad Ave, San Diego, CA 92117

Name of Contact: Brandon Lemon, Assistant Principal

Scope of Work & \$ Amount: Move Services during remodeling, 2 projects. \$76,000.00

Reference #2

District or Entity: San Diego Community College District

Phone #: (619) 741-4566

Address: Multiple Campuses for Move Coordinator

Name of Contact: David Suter, Vice President, Consolidated Building Systems, Inc. (CBSI)

Scope of Work & \$ Amount: Preferred Vendor, Move Services, 7 Years, \$1,567,110.32

Reference #3

District or Entity: University of California San Diego

Phone #: (858) 534-6112 (Carolyn) / (858) 534-0145 (Irene)

Address: 9500 Gilman Dr, La Jolla, CA 92093

Name of Contact: Carolyn Sheehan, Management Services Officer / Irene Xavier, Business Operations Analyst

Scope of Work & \$ Amount: Preferred Vendor, Move Services, 12 Years, \$98,937.72

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6. The names of all persons interested in the foregoing proposal as principals are as follows:

NOT APPLICABLE

KEY PERSONNEL REFERENCES AND RESPONSIBILITY INFORMATION:
(Minimum of five [5] years experience required in like project.)

7. The Bidder shall identify the key personnel to be assigned to this project as a contact or representative agent of the Bidder directly to the District: Appropriate certifications as listed previously must be held by required number of employees on project.

8. List each person's job title, name and percent of time to be allocated to this project:

See Attached Table

1. Summarize each person's specialized education:

See Attached Table

2. List each person's years of experience relevant to the project:

See Attached Table

3. Summarize such experience:

See Attached Table

4. Years employed by this company as a school district representative to provide and install services similar to those required in this Request for Bids..

0 (zero)

5. List at least 3 school districts with whom each listed representative has worked and provided and installed at least \$25,000 of similar services described in this Bid

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SAN YSIDRO SCHOOL DISTRICT
RECONFIGURATION RELOCATION PROJECT

Request. Provide a School District contact name, phone number, address and e-mail address for each school district.

See Attached Table

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

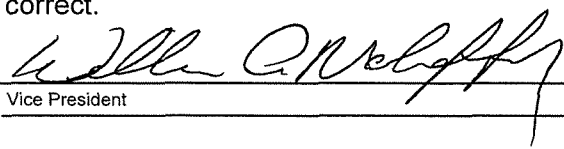
See Attached Table

The individual signing this Agreement warrants that he or she has the full authority of the entity on behalf of which his or her signature is made.

I William A. Mahaffey, the Vice President of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Name:

Title:


Vice President

Our Team

C&M Relocation Systems (C&M) has been taking care of all Southern California's relocation needs since 1986. C&M only hires professional relocation staff (Currently 60 F/T & 25 P/T) and specializes in large office, high-value asset, industrial, biotech and machinery relocations. We pride ourselves on being one of the most efficient and innovative relocation companies in Southern California.

C&M Relocation Systems is privately owned and operated by Michael A. Mahaffey. "Mick" started C&M with two guys and a truck nearly 30 years ago and contributes his business growth and success to integrity and hard work. This, and the capacity to successfully complete moves from 2 to 2000 in a single weekend, allows C&M to provide superior service.

Project Manager(s) for San Ysidro School District (SYSD) relocation project will be C&M Relocation Systems' President, Mick Mahaffey and Vice President of Operations, Andy Mahaffey. This entire RFP response is validation and documentation of the qualifications and experience of these two men to perform a successful relocation project for SYSD.

As with SYSD, successful projects take great leadership and teamwork therefore C&M would like to submit the below table outlining the TEAM that will successfully plan and execute this project should C&M Relocation Systems be selected as your Relocation Services vendor:

To provide consistency and continuity throughout the San Ysidro School District project the following is our team:

<u>Key Staff</u>	<u>Experience</u>	<u>Roles & Responsibilities</u>
Mick Mahaffey, President, Single Point of Contact, Project Manager	30 years owner / operator of C&M Relocation Systems. Managed thousands of moves of all sizes and complexities, including LPL Financial: 1850 employees in 7 Phases/weekends. Moved from 8 separate locations to their new 13 story tower located at 4707 Executive Drive, San Diego. Nokia Project from Scripps to Rancho Bernardo. \$750,000 project over 3 weeks. Moved labs office storage High Value machinery.	Project Oversight – Accountability for overall performance of SYSD contract; Key Staff oversight; Manage high level relationships within contracts / subcontracts; Planning Meetings, i.e. SYSD employee training for the move; Training of Subcontractors to the professional levels required.

<u>Key Staff</u>	<u>Experience</u>	<u>Roles & Responsibilities</u>
Andy Mahaffey, Vice President Operations, "Account Manager". Project Manager	Andy Mahaffey, Vice President, Project Manager, 13 years in the military, honorable discharge. Received 4 Army Commendation Medals and Army achievement for actions during deployments. Final deployment was as the Executive Officer overseeing and managing the first response team during Hurricane Katrina. Bachelors of Science in Business Management from Howard University. Minor in International Business and Computer Information Systems. Worked for C&M off and on 20 years back permanently 10 years. Has supervised or managed 100's of large scale and high profile moves for C&M including: LPL Financial	Main point of contact for SYSD facilities managers; Main point of contact for subcontractors; Training of Subcontractors to the professional levels required; Day to day management of all crews serving Sempra Energy.
Isaac Curtiss, Dispatch & Facilities Manager Supervisor	Initially hired 5-years ago for an inside sales position, Isaac quickly adapted to C&M's no-nonsense culture and within his first year, grew into the role of facilities manager. The facilities manager coordinates and assists dispatch in preparing crews and equipment for deployment to multiple jobsites and simultaneously supervises C&M's warehouse crew.	Evaluate client needs and dispatch appropriate staff to jobs; Worksite Supervision.
Janet Peter, Operations Assistant Manager	30+ years in all aspects of relocation: Residential, Machine, Office and Industrial. 22+ years with C&M Relocation Systems. Janet is the primary administrative staff support to Mick Mahaffey and Andy Mahaffey which means she prepares proposals and handles all logistical aspects of C&M's relocations.	Supply & equipment management, ordering and disbursement; Assist with the day to day logistics of all crews serving SYSD; Administrative and additional support for all other key staff in the performance of their duties outlined.

<u>Key Staff</u>	<u>Experience</u>	<u>Roles & Responsibilities</u>
Joyce Persichelli, Office Administrator	35+ years experience in office management. Skilled in all aspects: accounting, personnel, policy and procedure and procurement. Joyce's experience comes from Rady Children's Hospital, multiple Bio-Med companies and for the last 8 years, C&M. Joyce is very active with Toastmasters local, state and national.	Accounting and Bookkeeping, e.g. Invoicing, Accounts Payable, Accounts Receivable, Reporting; Manage CPA & Bookkeeping staff to ensure compliance.
Aron Fleck, Busiess Development Manager	Over 23 years of experience in community-based leadership within the San Diego nonprofit community. MBA from Pepperdine University. Skilled in resource acquisition, professional business practices, operations, staff development and training.	Manage contracts, MOU's, confidentiality agreements, etc. with subcontractors; Reporting; Training of Subcontractors to the professional levels required.
Supervisors:	James Scott-14+ Years with C&M Leroy Davis-10+ Years with C&M Alfred Enriquez-10+ Years with C&M Jason Enriquez-10+ Years with C&M Josh Mahaffey-8+ Years with C&M 10 others with less than 5 years of service	Ensure safe and efficient execution of relocation duties for SYSD.
Relocation Staff	In our goal to maintain relationships and provide consistency in service to our customers, C&M Relocation Systems only hires and trains professional relocation staff.	Perform safe and efficient services for SYSD.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

*****Effective July 1, 2014 AB44 amended the Public Contract Code 4100 et seq., to require that all prime contractors to provide the CSLB license number of all subcontractors. A column has been provided for that information below. *****

Subcontractor Name	Portion of Work	Location and Place of Business	Sub Contractor's License Number
-----------------------	-----------------	-----------------------------------	------------------------------------

C&M will not be using Subcontractors to Complete the work on this Project

SAN YSIDRO SCHOOL DISTRICT
RECONFIGURATION RELOCATION PROJECT

Subcontractor Name	Portion of Work	Location and Place of Business	Sub Contractor's License Number

Proper Name of Bidder

Signed By William A. Mahaffey, Vice President

NON-COLLUSION AFFIDAVIT

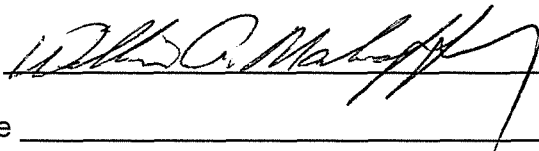
(To be executed by Bidder and submitted with bid)

State of California)
County of San Diego) ss.

I, William A. Mahaffey, being first duly sworn, deposes and says that he is Vice President of C&M Transfer of San Diego, Inc. dba C&M Relocation Systems the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____
California.

Signature of Bidder 
Print Name and Title _____

Subscribed and sworn to before me this ____ day of _____, 20__

* See attached doc.
Notary Public In and for said County and State

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

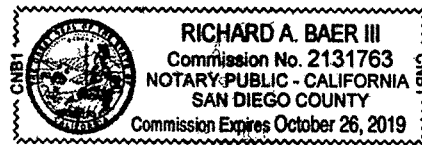
} s.s.

Subscribed and sworn to (or affirmed) before me on this 24 day of May,

2017, by William A. Mahaffey

and _____, proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.



[Signature]
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Jurat Certificate is attached to a document titled/for

the purpose of non-collusion affidavit

containing 1 pages, and dated 5 / 24 / 2017

**BIDDER'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

William A. Mahaffey

Name

Vice President

Title

C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the San Ysidro School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Bidder.

"RECONFIGURATION RELOCATION PROJECT"

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of all the documents listed in the Table of Contents, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Bidder are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The Bidder agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Bidder that all items or service will be promptly delivered to the District.

3. PAYMENTS: Payment will be made in accordance with the conditions outlined in the bid specifications.

4. TERMINATION FOR BREACH: If said Bidder fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Bidder responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Bidder, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Bidder
- b) By unit prices agreed upon by the District and the Bidder

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. TIME OF COMPLETION: The Bidder shall begin performance of the Contract promptly upon due execution and delivery to the District of the documents described in the General Conditions. The Bidder is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Bidder from any obligation to fulfill this Contract. Defective items shall be made good by the Bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Bidder shall forthwith remedy such defect in a manner satisfactory to the District.

9. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Bidder shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

10. INSURANCE PERMITS AND LICENSES REQUIRED OF THE BIDDER: The Bidder shall maintain insurance as described in the Instructions to Bidders.

The Bidder and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

11. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

12. DEFENSE AND INDEMNITY: The District shall not be liable for, and Bidder shall defend and indemnify the District and its officers, agents, employees and volunteers ("Collective Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines and mechanics' liens or other liens, labor disputes. Losses, damages, expenses charges or costs of any kind or character, including attorneys' fees and courts costs (hereinafter referred to as "Claims"), which arise out of or are in any way connected to the work covered by the Contract arising either directly or indirectly from any act, error, omission or negligence of Bidder, its officers, employees, agent, Bidders, licensees, or servants, including without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive parties. Bidder shall have no obligation, however, to defend or indemnify District parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Parties.

13. CONTACT WITH STUDENTS: Bidder or its employees may not come into contact with pupils or communicate with pupils per provisions within in bid documents.

14. HAZARD CONDITIONAL BID: Bidders shall comply with all environmental laws and all other rules, regulations and requirements regarding hazard materials, health and safety, notices and training.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Bidder has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

SAN YSIDRO SCHOOL DISTRICT:

C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

License No. _____

By _____

By _____

Title _____

Title _____

For the Governing Board

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; <http://www2.cscb.ca.gov/>

(Business & Professions Code, section 7030)

ACKNOWLEDGMENT OF DISTRICT INSURANCE REQUIREMENTS

THIS FORM MUST BE COMPLETED AND SUBMITTED BY EACH BIDDER.

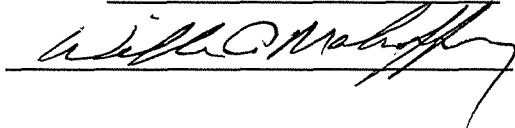
Bidder is aware of, and will comply with, all insurance requirements in the dollar amounts stated in these bid specifications.

Bidder is aware of and will provide the necessary insurance certifications required naming the San Ysidro School District as the certificate holder.

Bidder is aware of and will provide the necessary insurance policy endorsement naming the San Ysidro School District as an additional insured.

Bidder C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

Typed Name William A. Mahaffey

Signed 

FINGERPRINTING CERTIFICATION

BIDDER CERTIFICATION

With respect to the Contract dated NOT APPLICABLE 20__ by and between San Ysidro School District ("District") and NOT APPLICABLE ("Bidder"), Bidder hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

NOT APPLICABLE

Bidder's Representative

NOT APPLICABLE

Date

SUBCONTRACTOR'S CERTIFICATION

The San Ysidro School District ("District") entered into a Contract for services with NOT APPLICABLE ("Bidder") on or about NOT APPLICABLE, 20__ ("Contract"). This certification is submitted by NOT APPLICABLE, a subcontractor to the Bidder for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

NOT APPLICABLE

Subcontractor's Representative

NOT APPLICABLE

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the San Ysidro School District (hereinafter referred to as the "District") and

C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

_____ (hereinafter referred to as the "Bidder")
for the RECONFIGURATION RELOCATION PROJECT _____ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the Bidder or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

4. Establishing a drug-free awareness program; and
5. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

SAN YSIDRO SCHOOL DISTRICT
RECONFIGURATION RELOCATION PROJECT

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 23 day of May, 2017 at
San Diego, California

C&M Transfer of San Diego, Inc. dba C&M Relocation Systems

Name of Bidder (Print or Type)

By

Signature

William A. Mahaffey

Print Name

Vice President

Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, SAN YSIDRO SCHOOL DISTRICT, (hereinafter referred to as "District") has awarded to NOT APPLICABLE, (hereinafter referred to as the "Bidder") NOT APPLICABLE an agreement for NOT APPLICABLE (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Bidder is more particularly set forth in the Contract Documents for the Project dated NOT APPLICABLE, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Bidder is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, NOT APPLICABLE, the undersigned Bidder and NOT APPLICABLE as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of NOT APPLICABLE DOLLARS, (\$NOT APPLICABLE), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Bidder, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Bidder shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Bidder remains. Nothing herein shall limit the District's rights or the Bidder or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Bidder shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Bidder by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Bidder and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Bidder by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Bidder and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any Bidder or sub-Bidder which may be proposed by Surety in fulfillment of its obligations in the event of default by the Bidder.

Surety shall not utilize Bidder in completing the Project nor shall Surety accept a bid from Bidder for completion of the Project if the DISTRICT, when declaring the Bidder in default, notifies Surety of the District's objection to Bidder's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____

BIIDDER/PRINCIPAL

NOT APPLICABLE

Name

By NOT APPLICABLE

SURETY:

By NOT APPLICABLE

In-Fact

Attorney-

The rate of premium on this bond is NOT APPLICABLE per thousand. The total amount of premium charges, \$ NOT APPLICABLE.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

(Name and Address of Agent or Representative for service of process in California, if different from above)

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

(Telephone number of Surety and Agent or Representative for service of process in California)

NOT APPLICABLE

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Page 45 of 55₄₂

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the SAN YSIDRO SCHOOL DISTRICT (hereinafter designated as the "District"), by action taken or a resolution passed NOT APPLICABLE, 20 has awarded to NOT APPLICABLE hereinafter designated as the "Principal," a contract for the work described as follows:
NOT APPLICABLE (the
"Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and NOT APPLICABLE as Surety, are held and firmly bound unto the District in the penal sum of NOT APPLICABLE Dollars (\$NOT APPLICABLE) said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Bidder and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover

8A.13

on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original Bidder or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the NOT APPLICABLE day of NOT APPLICABLE 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

NOT APPLICABLE

Principal (Property Name of Bidder)

By _____
(Signature of Bidder)

(Seal of Surety)

NOT APPLICABLE

Surety

By NOT APPLICABLE _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Bidder and +surety and a power of Attorney MUST BE ATTACHED.

SECTION A

METHOD OF SCREENING AND EVALUATION

METHOD OF AWARD

Contracts will be awarded on the basis of most qualified to provide services for the District. The bid will be awarded based on the criteria for award of a services agreement as follows:

Selection Process

1	Responsiveness to the Bid a) Requested information included and thoroughness of response b) Understanding of the project and ability to deliver c) Technical aspects d) Vendor shall provide the District with their Bid response in the format the district has requested. Failure to comply with the instructions and formatting of the response may result in bid disqualification.	15%
2	Staffing Plan a) Qualifications of personnel adequate for requirement b) Availability/Geographical location of personnel for required tasks c) Clearly defined Roles/Responsibilities of personnel d) Documentation proof for Staff who have passed/cleared any security Background checks e) Demonstrate the ability of the firm to adjust schedule and duration of moving services according to constructions delays and school schedules.	35%
3	Firm's Capability to provide the services and expertise and Past Performance a) Relevant experience of the Firm and subcontractors	35%

b) Previous relationship of firm and subcontractors on similar projects. c) Other pertinent experience d) Location in the general geographical area of the project and knowledge Of the locality of the Project e) Past/Prior Performance f) Capacity/Capability to meet the San Ysidro School District's needs in a timely manner g) Reference checks		
4	Total Cost of Services	15%

Each bid should be prepared simply and economically and should provide a straightforward, concise description of the bidder's ability to meet the requirements of the bid. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

SCOPE OF WORK

La Mirada

Provide labor, supervision, materials, and transportation to relocate into requested 53-foot trailers and return upon completion of Tenant Improvements / Construction. Labor to be paid at DIR established Prevailing Wage Rate. Each teacher will have 15 boxes. FF&E will be removed and stored but will not need to be returned to the school site. Boxes must be delivered two weeks before the start of the official moving date. All storage containers must be stored in a secured location in your premises. The date to move back the materials will vary depending on the date that construction concludes, but before August 13. The move could start as early as June 2 and must be completed no later than Sunday June 4. Please see the number of rooms/items below:

Classrooms-20
Teacher Prep rooms/ offices-7
Library-1
Cafeteria-1
Teachers' Lounge-1
Supply Room-1
Boxes 1725
Computers 75

Include all fuel or energy surcharges and hidden fees.

Smythe

Provide labor, supervision, materials, and transportation to relocate into requested 53-foot trailers and return upon completion of Tenant Improvements / Construction. Labor to be paid at DIR established Prevailing Wage Rate. Each teacher will have 15 boxes. FF&E will be removed and stored but will not need to be returned to the school site. Boxes must be delivered two weeks before the start of the official moving date. All storage containers must be stored in a secured location in your premises. The date to move back the materials will vary depending on the date that construction concludes, but before August 13. The move could start as early as June 2 and must be completed no later than Sunday June 4 Please see the number of rooms/items below:

Classrooms-20
Teacher Prep rooms/ offices-9
Library-1
Cafeteria-1
Teachers' Lounge-1
Supply Room-1
Boxes 1725
Computers 75

Include all fuel or energy surcharges and hidden fees.

Additional Moves:

Relocation services will be required for teachers that will be moving to new school sites. They will have fifteen boxes each to move from one classroom to the other. Specific room numbers will be disclosed shortly. All schools are within a 5-mile radius.

Smythe Elementary:

- 9 teachers from Smythe to La Mirada (items must be held in storage and moved in after construction)
- 1 teacher to Vista Del Mar
- 1 teacher to Willow

La Mirada:

- 7 teachers from La Mirada to Smythe (items must be held in storage and moved in after construction)
- 3 teachers to Ocean View Hills

Sunset Elementary:

- 1 teacher to Vista Del Mar
- 1 teacher to La Mirada (items must be held in storage and moved in after construction)
- 2 teachers to Willow

San Ysidro Middle School:

- 3 teachers to Smythe (items must be held in storage and moved in after construction)
- 1 teacher to La Mirada (items must be held in storage and moved in after construction)
- 1 teacher to Vista Del Mar

Vista Del Mar:

- 19 teachers to Ocean View Hills
- 2 teachers to Smythe (items must be held in storage and moved in after construction)
- 4 teachers to Willow
- 1 teacher to La Mirada (items must be held in storage and moved in after construction)

Willow:

- 5 teachers to San Ysidro Middle
- 1 teacher to Sunset
- 7 teachers to Vista Del Mar

Ocean View Hills

- 9 teachers to Vista Del Mar
- 1 teacher to San Ysidro Middle School
- 1 teacher to Sunset
- 1 teacher to La Mirada (items must be held in storage and moved in after construction)
- 1 teacher to Willow

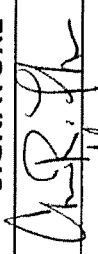
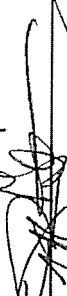
W-9 FORM

A blank W-9 form is attached. Please complete the form and return it with the bid response package.

SIGN IN SHEET - PRE BID WALK THROUGH RECONFIGURATION RELOCATION PROJECT BID

MAY 19, 2017 2:00 p.m.

PLEASE PROVIDE BUSINESS CARDS

NAME		SIGNATURE	COMPANY REPRESENTED	TELEPHONE #	E-MAIL ADDRESS
1	Aron Frenk		CIM Relocation Systems	(619) 582-6611 x119	~~Arond@cmtransfor~~
2	John McElwain		CIM Relocation Systems	(619) 924-3057	John@cmtransfor.com
3	Victor Guzman		SYS	(619) 428-0986	Victor.guzman@sysd.krc.ca.us
4					
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Page 1 of 2

Order ID: 4954532

* Agency Commission not included

GROSS PRICE * : \$520.60

PACKAGE NAME: Legal-Metro-Legal Notices

Product(s): San Diego Union Tribune, CApublicnotice.com, mobile.sduniontribune.com

AdSize(s): 1 Column,

Run Date(s): Wednesday, May 10, 2017, Wednesday, May 17, 2017

Color Spec. B/W

Preview

NOTICE TO BIDDERS

Notice is hereby given that the San Ysidro School District calls for sealed bids for "Reconfiguration Relocation Project" for the labor, supervision, materials and transportation of equipment, furniture, instructional materials, from selected rooms and offices of seven (7) District school sites, their storage during summer construction and the return of said items to their previous locations. The time for removal of said items shall be compressed.

Bidders shall be required to demonstrate their responsibility and qualifications prior to the submission of bid. All bidders will be required to participate in a job walk. The date of the job walk shall be May 19, 2017. Failure to attend the job walk will result in the disqualification of the bidder from submitting a bid. All bids shall be due by 3:00 pm. on May 24, 2017, with performance commencing on June 2nd, 2017.

All Bidding Questions and Requests for Clarification will only be accepted in



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Page 2 of 2

Order ID: 4954532

* Agency Commission not included

GROSS PRICE * : \$520.60

PACKAGE NAME: Legal-Metro-Legal Notices

writing and faxed to
ATTN: Araceli Sanchez
Fax: 619 428 9355 or
e-mail to asanchez@
sysd.k12.ca.us and
must be received by
May 22nd, 2017.

The bid documents
and Project docu-
ments may be ob-
tained from Araceli
Sanchez in the
Purchasing Depart-
ment, 4350 Otay
Mesa Road San Ysidro,
CA 92173.

The District reserves
the right to reject any
and all bids and any
and all items of such
bids.

Publication: San Di-
ego Union Tribune
Publication Dates:
May 10, 2017 and May
17, 2017

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENTS WITH ASSOCIATED VALUATION SERVICES, INC. FOR
ONSITE FIXED ASSET INVENTORY REPORTING

BACKGROUND INFORMATION:

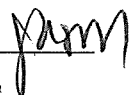
Due to the reconfiguration and modernization projects, equipment and furniture will be moved to different school sites and in some cases new furniture and equipment will be purchased. Therefore, it is highly recommended and important for the District to have an up-to-date inventory list once all the moving has settled.

Associated Valuation Services, Inc. (AVS) will conduct a one-time comprehensive physical inventory audit of capital outlay items with a unit original cost greater than \$500.00 in all locations and existing facilities currently operated and maintained by the San Ysidro School District. The inventory will not include the audit of iPads or Chromebooks. All inventoried data will be processed and transferred automatically to the Web-Interface Tracking System (WITS) as the District is already subscribed to this service. The physical inventory is tentatively scheduled for October 2017.

RECOMMENDATION:

Approve/Ratify the agreement with Associated Valuation Services, Inc. for an Onsite Fixed Asset Inventory Report at an estimated cost of \$25,584.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other - Revised

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

25,584.00

(Amount)

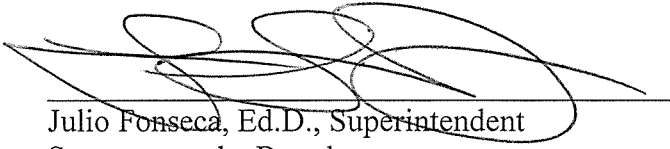
General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board



AGREEMENT FOR SERVICES

This is more than an agreement; it is intended to be a legally binding contract. Read it completely and carefully.

**Inventory Audit of Assets \$500 and above of original cost. This Agreement does not include
Inventory Audit of Assets below \$500 of original cost.**

This AGREEMENT and its attachments, originated in Modesto, California, are made between ASSOCIATED VALUATION SERVICES, INC. hereinafter referred to as the Consultant, and San Ysidro Elementary School District hereinafter referred to as the District.

WITNESSETH

Whereas, the District is authorized to contract with and employ an independent contractor specially trained to perform special services required; and

Whereas, the Consultant is specially trained, experienced, and competent to perform the special services as a Consultant pursuant to this Agreement:

IT IS THEREFORE AGREED AS FOLLOWS:

The District hereby retains and employs the Consultant as an independent contractor upon the terms and conditions hereinafter set forth and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned as an independent contractor upon said terms and conditions.

The period of this Agreement shall be from May 31, 2017 to June 30, 2018. The services herein provided by the Consultant shall be as follows:

1. REGULAR SERVICES

- a. Complete the District's physical inventory of asset items (computers, vehicles, equipment) with an original value of \$500 and above based on the criteria set forth by the District's guidelines as stated within their Request For Proposal and/or the Consultant's service proposal.
- b. Completion of onsite inventory for above referenced District members shall be no later than January 31, 2018 or 90 days after the receipt of the signed agreement, whichever is later.

2. INVENTORY SERVICES

- a. At each site complete a room by room inspection, inventory and tag items with an original value of \$500 or more with a barcode tag.
- b. It will be the responsibility of Associated Valuation Services, Inc. to conduct and complete the contacts and appointments to conduct the appropriate inventory schedule.
- c. District will supply Consultant a current list of vehicles, technology items, and musical instruments, as available. Items (such as projectors and cameras) mounted above 8 feet from floor that need to be included in the inventory will also need a current list provided by the District.
- d. District will supply Consultant with Wi-Fi network access information prior to and during the onsite inventories including login information and passwords at no cost or liability to both the District and the Consultant.
- e. Consultant will supply District with an Unaccounted For Items and Inaccessible worksheet reports for review by the District after the onsite inventory has been completed. District is to review the information and will provide additional information to the Consultant as to reporting for audit purposes.

3. INVENTORY REPORTS

- a. Inventory report listing all inventorial items by site/building/room.
- b. Inventory report listing all inventorial items by sequential Bar Code identifier number.
- c. Inventory report listing all inventorial items by category and sub-category.
- d. Each inventory report will list Site name, Building/room, bar code number, make, model (#), serial number, and description/type. These items will be listed if applicable, accessible and/or available.



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4. ITEMS NOT TO BE PHYSICALLY INVENTORIED

- a. Computer monitors 24 inches or less.
- b. Televisions with a screen 36 inches or less.
- c. All copiers that are leased.
- d. Any type of Computers in any individual protection cases.
- e. Chromebook/Netbooks/Mini Computers/Tablet Type Computers
- f. Any asset not physically accessible or present or in locked carts, stored in cabinets or not physically available during the onsite inventory.
- g. Vehicles licensed by the State of California Department of Motor Vehicles
- h. Musical Instruments
- i. Items such as Projectors and cameras mounted above 8 feet from floor.
- j. Buildings/structures land improvements, infrastructure, and land

5. FEE SCHEDULE

The fees for the subject inventory services, and to comply with GASB 34, is all inclusive and includes all aspects in compiling the information and completing the report, travel expenses and time and all other associated expenses are as follows:

San Ysidro Elementary School District

Total Estimated Fees:

New Inventory (with \$500 Threshold)	
Fixed Asset (Equipment, Furniture, etc.)	\$28,426
Less 10% WITS Discount	<u>\$ -2,842</u>
Estimated Total	\$25,584

These cost estimate proposals are subject to the completion of all components simultaneously by Associated Valuation Services, Inc.

The fee for REGULAR SERVICES will be, as stated for the period of May 31, 2017 to June 30, 2018 payable as follows:

- a. One third of estimated bid proposal will be due upon agreement and signing contract or before beginning the Inventory Audit program (\$8,528) one third of estimated bid proposal after completion of onsite inventory visits (\$8,528) and the remaining one third after completion of inventory reports as set forth herein.
- b. Consultant shall assume all expenses incurred in connection with the performance of this contract, and the District shall not be responsible for payment of any costs other than as provided herein.
- c. Failure of District to provide 2 sets of master keys during the onsite inventories may result in a 25% increase of total fees, subject to Consultant's Review/Discretion.
- d. District's failure to provide written network equipment listing with make, model, serial number, site, room number, acquisition cost and acquisition date prior to the start of the onsite inventory may result in a 10% increase of total fees, subject to Consultant's Review/Discretion.
- e. Consultant will not inventory items residing more than 8 feet above the floor. If possible Associated Valuation Services, Inc. personnel will provide a list of these items by type and location (site and room) to the District at the end of the inventory. Consultant will include this equipment in the inventory reports based on information provided by the District with make, model, serial number, site name, room number, acquisition cost, and acquisition date.



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- f. Consultant will not physically inventory or verify licensed vehicles or musical instruments but will include them in the inventory audit report as "book tagged items" from lists provided to Consultant from District.
- g. Failure of District to provide to Consultant two sets of keys to laptop/tablet carts or the combination to locks prior to start of the onsite inventories may result in a 10% increase of total fees and/or assets not being inventoried, subject to Consultant's Review/Discretion.
- h. District wide-Campus wide WIFI access must be made available to AVS during each onsite inventory audit. Failure of District to provide access to Districts local WIFI network during the onsite inventories may result in a 25% increase of total fees or minimum of \$500 per site or based on a per number of enrollment per site, subject to Consultant's Review/Discretion.
- i. Inventory will be conducted during normal business hours of 7:30 am to 5 pm with a one time only onsite visit to each site to complete inventory of all assets proceeding in a room to room order to accomplish the most expedient manner per Consultant. Any variation of this methodology will incur additional fees and will be bid separately upon change request by the Client. Any change to this schedule without prior approval from Consultant will result in a 25% increase of total fees or minimum of \$500 per site based on and prorated on the requested time and hours subject to Consultant's Review/Discretion.
- j. Upon rendering any SPECIAL SERVICES requested from the District, the fee schedule rate of \$450 per hour of service will be applied. This rate will include but not be limited to such services as report writing, analyses, site visits, inspections, travel time, recapitulations, special requests.
- k. Additional return visits to sites which have already been inventoried pursuant to this Agreement will have an additional fee of \$500 per return visit per site.

6. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an officer, agent or employee of the District while engaged in carrying out or complying with any of the terms and conditions of this Agreement.

7. PERFORMANCE

- a. The time and manner of performance of the services set forth herein shall be at the discretion of the Consultant, provided, however, that the Consultant shall diligently proceed with the performance of said services and shall devote such time, skill and effort as may be necessary in the attainment of the objectives of this Agreement.
- b. As always the Consultant will conduct themselves with the utmost professionalism during all on site evaluations.

8. ASSIGNABILITY OF AGREEMENT

This Agreement may not be assigned without prior written consent of the District.

9. TERMINATION

- a. This Agreement may be modified by mutual consent, in writing, of the District and the Consultant.
- b. This Agreement may be terminated at the sole discretion of and by the Consultant with thirty (30) days written notice for the non-payment of any fees due from the District.



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10. INDEMNIFICATION

Consultant shall hold harmless and indemnify the District, its officers, agents and employees from and against any and all actions, suits or other proceedings as may rise as a result of performing work hereunder, except such actions, suits or other proceedings as may arise as a result of the sole negligence or willful misconduct of the District, its officers, agents or employees.

11. DOCUMENTS

All files, documents and data of every kind prepared in whole or in part by the Consultant under this Agreement shall be and become the District's sole property and shall be delivered to the District upon request or termination of the Agreement, and the District shall have full and unlimited right and title thereto and to the free use of such files, documents and data.

12. DISCLOSURES

- a. Consultant reserves the right to replace, hire, contract with, dismiss, layoff, terminate or otherwise, at Consultant's sole discretion, any outside sub-contractors, independent contractors or others for the purposes of data entry, data informational gathering and research. Consultant will at all times adhere to and indemnify the District as stated above within the INDEMNIFICATION clause of this Agreement.
- b. We agree to correct any and all errors noted in the valuations at our expense that are brought to our attention within 30 days of delivery of the completed reports. Errors noted will be corrected within 60 days of notification.

13. LIMITATION OF LIABILITY

In recognition of the risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability to the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees' and costs and expert witness fees and costs, so that the total limited liability of the Consultant to the Client shall not exceed 100% of the Clients fees received for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This limitation of liability includes the loss of any keys given the Consultant to the Client and the resulting replacement of keys and or rekeying of any kind whatsoever and the possible or actual loss or damage of property of Clients' from a resulting loss of keys. Client agrees to extend this limitation of liability to Consultant's officers, directors, partners, employees, Sub Consultants and subcontractors' or other associates used by Consultant in association with this project.

14. ATTORNEY'S FEES

In any action, proceeding, or arbitration between the District and the Consultant arising out of this Agreement, the prevailing party between the District and the Consultant shall be not entitled to attorney's fees and costs from the non-prevailing party.

15. ENTIRE CONTRACT; CHANGES

All agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. **This Agreement may not be extended, amended, modified, altered, or changed in any respect whatsoever except in writing signed by the District and the Consultant.**



AGREEMENT FOR SERVICES

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Inventory Audit of Assets below \$500 of original cost.**

16. **OTHER TERMS AND CONDITIONS; ATTACHED SUPPLEMENTS**

By and with the below acknowledgment and signatures, all parties agree to accept the above agreement in part and in whole. By their below signatures, all parties certify they have the District's permission of binding contractual obligation, with and from their respective companies, employers, entities, etc.

17. **DISAGREEMENT/ MEDIATION / ARBITRATION OF DISPUTES**

District and Consultant agree to mediation to resolve any dispute or claim arising between them out of this agreement or any resulting transaction before resorting to arbitration or court action.

Any disagreement (including fee disputes) between the District and Consultant arising out of or relating to this Agreement/Contract or Consultant's professional services rendered to or for the District, shall be resolved by binding arbitration by a single arbitrator before a local County Bar Association located in the county of the origination of this Agreement. The parties further agree that the party obtaining an award shall not be entitled to an award of Attorney's fees and all expenses incurred in obtaining the arbitration award. The District understands that, without this agreement, the District has the right to a jury trial in the event of a dispute. Knowing this, District WAIVES AUTHORITIES RIGHTS TO A JURY TRIAL IN REGARDS TO SUCH DISPUTES between District and Consultant arising out of or relating to this Agreement/Contract or Consultants professional services pursuant to this Contract.

This waiver applies to any claim that arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this Agreement/ Contract, including any errors or emissions, or relating to the coverage for, or delivery of, services or items pursuant to this Agreement/Contract, irrespective of the legal theories upon which the claim is asserted.

For all claims subject to this arbitration provision, both the District and the Consultant give up the right to a jury or court trial, and accept the use of binding arbitration.

_____ (District initial)

_____ (Consultant initial)

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

By: _____ Date _____
Jose Arturo Sanchez-Macias

Title: _____
Deputy Superintendent

ASSOCIATED VALUATION SERVICES, INC.

By: _____ Date _____
Burton D. Wiltz

Title: _____
President



FIXED ASSET INVENTORY INFORMATION REQUEST LIST

Following is a list of items the AVS consultants will need to start the planning and making of appointments to complete the Fixed Asset Inventory:

- ⊕ A list of site addresses and the name and phone number for the contact person at each site.
- ⊕ The name and phone number of the main contact person from maintenance/facilities.
- ⊕ Two sets of master keys to classrooms, equipment cabinets, secured areas, closets that are to be inventoried.
- ⊕ Evacuation Map for each site with rooms and room numbers identified.
- ⊕ An introduction letter on District letterhead to be used by the AVS consultants when visiting each site to verify their permission to enter at the direction and authorization from the District. This should also include the nature of the visit, Fixed Asset Inventory, to inventory items, as well as a contact person from the District, such as you, should any of the site personnel have any questions.
- ⊕ District wide-Campus wide Wi-Fi network access during the onsite inventories including login information and passwords prior to the onsite inventory.
- ⊕ Two sets of keys to network cabinets and storage areas that contain Technology Items to be inventoried. (i.e. data cabinets, laptop carts, etc.) as available as well as combinations if applicable.
- ⊕ A copy of Network/Infrastructure maps for each site as available.
- ⊕ A contact listing and location of all personnel with laptops/PDAs/radios/phones to be inventoried or listing to be added with this information.
- ⊕ Notification to all staff with technology equipment that inventory will be occurring during the specific timeframe and that all equipment be available for inventory during that time.
- ⊕ All personal equipment must be mark with a note "Personal – Do not tag" or removed from classroom prior to inventory.
- ⊕ All district items to be inventoried must be accessible (i.e. out of closets and cabinets) in order to be inventoried and tagged.
- ⊕ A listing of all musical instruments and acquisition costs and dates.
- ⊕ A listing of all vehicles with acquisition costs, dates, and VIN numbers.

A listing of district-owned copiers with acquisition costs, dates.

Should you have any questions please be in contact with AVS at your earliest opportunity. Phone: 209 543-8245 or Fax 209 543-8280

Thank you in advance.



FIXED ASSET INVENTORY INFORMATION REQUEST LIST

Following is a list of items the AVS consultants will need to start the planning and making of appointments to complete the Fixed Asset Inventory:

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- ⊕ The name and phone number of the main contact person from maintenance/facilities.
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- ⊕ A contact listing and location of all personnel with laptops/PDAs/radios/phones to be inventoried or listing to be added with this information.
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- ⊕ All district items to be inventoried must be accessible (i.e. out of closets and cabinets) in order to be inventoried and tagged.
- ⊕ A listing of all musical instruments and acquisition costs and dates.
- ⊕ A listing of all vehicles with acquisition costs, dates, and VIN numbers.

A listing of district-owned copiers with acquisition costs, dates.

Should you have any questions please be in contact with AVS at your earliest opportunity. Phone: 209 543-8245 or Fax 209 543-8280

Thank you in advance.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH DIGITAL PROMISE

BACKGROUND INFORMATION:

Digital Promise, with the support of Google, is launching a Technology and Learning Coaching Fellowship Program and supporting fifty U.S. middle schools with a fulltime technology and learning coach. The one-year fellowship program includes engagement with a national cohort and additional support that will enable teachers in each fellow's school to more powerfully use technology for learning.

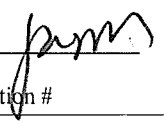
Digital Promise will provide the following:

- A grant to support the salary and benefits for a fulltime Technology & Learning Coaching Fellow at each participating school;
- Ongoing programming for the Coaching Fellows that includes structured goal-setting and learning how to coach teachers in using technology to support powerful teaching and learning;
- Ongoing support for principals on leading a school culture that values feedback and continuous improvement in the use of technology to support powerful teaching and learning;
- Personalized professional learning that is offered onsite, virtually, and online for coaches and teachers, including access to best practices and exemplars;
- Institutes (Summer 2017 and Winter 2018) with other Coaching Fellows and their principals to share knowledge and build community; and
- Facilitated online communities for Coaching Fellows and principals and opportunities to connect with broader communities of like-minded educators.

RECOMMENDATION:

Approve the Memorandum of Understanding with Digital Promise for a Coaching Fellowship Program during the 2017-18 school year at no cost to the District.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

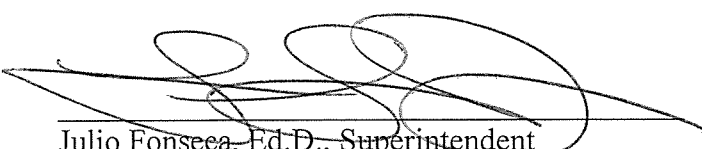
Digital Promise Grant

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

Memorandum of Understanding

Between

Digital Promise

And

San Ysidro School District

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Digital Promise and San Ysidro School District (collectively, the “Parties”) to implement the Coaching Fellowship Program at San Ysidro Middle and Vista Del Mar Middle Schools (“the Project”). The MOU terms are set forth below and in the attached Schedule A, Schedule B, and Schedule C, each of which is incorporated by reference herein and made a part of this MOU.

1. Background

The Project is funded pursuant to a grant given to Digital Promise by the Google Foundation (“Google”) having its principal office at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. Digital Promise, with support from Google, is launching a Technology and Learning Coaching Fellowship Program and supporting fifty U.S. middle schools with a fulltime technology and learning coach. The one-year fellowship program includes engagement with a national cohort and additional support that will enable teachers in each fellow’s school to more powerfully use technology for learning. Digital Promise will conduct research on effective coaching and leadership practices.

2. Purpose

This MOU provides an outline of how Digital Promise and San Ysidro School District will work together to implement the Project.

Digital Promise will provide:

- A grant to support the salary and benefits for a fulltime Technology & Learning Coaching Fellow (Coaching Fellow) at each participating school;
- Ongoing programming for the Coaching Fellows that includes structured goal-setting and learning how to coach teachers in using technology to support powerful teaching and learning;
- Ongoing support for principals on leading a school culture that values feedback and continuous improvement in the use of technology to support powerful teaching and learning;
- Personalized professional learning that is offered onsite, virtually, and online for coaches and teachers, including access to best practices and exemplars;
- Institutes (Summer 2017 and Winter 2018) with other Coaching Fellows and their principals to share knowledge and build community;
- Facilitated online communities for Coaching Fellows and principals (2 parallel tracks) and opportunities to connect with broader communities of like-minded educators; and
- Surveys the Coaching Fellows will use to collect data from participating schools.

San Ysidro School District will provide:

- A requested grant award amount.
- Points of Contact as requested, who will participate in regular meetings with Digital Promise, including:
 - A full time Coaching Fellow assigned to each participating school
 - A district-level District Point of Contact to help with coordination and management
 - A district-level Research Point of Contact, and school-based Research Point of Contact at each participating school, to work with Digital Promise.
- Participation in research by supporting data collection. Digital Promise is committed to collaborative research support at each school. The research conducted will aim to produce findings that are useful to school leaders and educators. At the beginning of the project, Digital Promise will work with sites to discuss research goals and identify data and reporting outputs that might be most useful for each context. Schools must be willing to participate in the following data collection activities across the length of the project:
 - Surveys measuring changes in knowledge, attitudes, skills, culture, and satisfaction as perceived by principals, coaches, and educators.
 - Demographic data of participating principals, coaches, educators, and students including race/ethnicity, gender, age, free and reduced lunch status, student to teacher ratio, and student to device ratio.
 - De-identified student learning data which will be determined on a site-by-site basis in order to ensure the measure is as valid and reliable as possible.
- Engagement of School Leadership that:
 - Promotes a culture of openness between administration and faculty and values feedback and continuous improvement in the use of technology to support powerful teaching and learning;
 - Communicates with the school and community stakeholders about how the research project supports district and school goals;
 - Identifies and supports a full time, school-based Coaching Fellow and allows for time to participate in the fellowship;
 - Clarifies expectations and establishes processes for the Coaching Fellow and teachers to work and learn from one another;
 - Ensures that the Coaching Fellow stays focused on curriculum and learning support rather than IT support;
 - Ensures that the Coach is 100% dedicated to coaching and participating in this program, and is not being used for other duties at the school level;
 - Supports the Coach and regularly meets with the Coach;
 - Attends the Summer Institute (July 17-21 in California) and uses that time to plan, learn and grow with the Coaching Fellow;
 - Provides staff-wide professional development time for the Coaching Fellow (including one day during building-opening professional development);

- Helps to drive teacher buy-in and participation;
 - Encourages a culture of innovation and risk-taking at the school level;
 - Provides feedback to the Coaching Fellowship team; and
 - Participates in ongoing learning and development within a community of peers.
- Careful selection of the Coaching Fellow. See the complete profile here. Qualifications include:
 - Demonstrated innovative and effective teaching practice;
 - Ability to explain the powerful use of technology to support learning;
 - Desire to collaborate with other coaches and teachers to improve teaching and learning;
 - Excellent communication skills; and
 - Ability to create a culture of openness between the faculty and administration that values feedback and continuous improvement.
- Consistent and reliable access to technology for teachers and students.
- Participating schools that meet the following specific requirements:
 - Minimum 40% free and reduced lunch within school;
 - Statement of support from district leadership;
 - Statement of support from the principal; and
 - Demonstrated support from the teaching faculty to working with the Coaching Fellow to create an environment of feedback and continuous improvement in the use of technology to support powerful teaching and learning.
- A copy of Digital Promise's Child Safeguarding Policy and Procedures to Coaching Fellows, principals and other participants in the Project. A copy of the policy can be downloaded or printed out at this web link: <http://digitalpromise.org/wp-content/uploads/2016/03/Safeguarding-Children-Policy.pdf>

3. Grant Awards and Funding

As noted above, Digital Promise will provide San Ysidro School District with a grant award to support the salary and benefits for a full time Coaching Fellow at each participating school. Award amounts are based on the average teaching salary in your state plus thirty percent for benefits and all associated payroll taxes. If the anticipated salary is expected to exceed this amount by more than 10%, please seek Digital Promise's approval before finalizing the salary for this position.

To receive your award, Digital Promise must have a fully executed MOU, including Schedules A, B and C. Digital Promise will provide the award in two equal payments, one on July 1, 2017 (or within thirty days of fully executed MOU if it is after July 1, 2017) and a second payment on January 15, 2018.

Digital Promise may also, at its sole discretion, provide funding to San Ysidro School District to support travel for Coaching Fellows and principals to any

required convenings for Coaching Fellows and principals, provided that such travel costs must be moderate (all air travel must be in coach or economy class), and either paid by Digital Promise directly to the vendor or reimbursed to the traveler based on bona fide receipts for actual expenses incurred, and not on a per diem basis.

4. Compliance with Google Grant Requirements

Google imposes certain requirements on school districts that accept grant funds. By accepting grant funds, San Ysidro School District agrees that it will comply with the requirements set forth in Schedule C.

5. Compliance with Applicable Laws

San Ysidro School District will comply with all federal, state and local laws, rules and regulations applicable to its performance of the services under this MOU, including, but not limited to, any confidentiality and data privacy laws, rules and regulations applicable to school and student records and children (including, but not limited to, the Family Educational Rights and Privacy Act of 1996 (FERPA) and its implementing regulations).

6. Media Releases

The San Ysidro School District will assist Digital Promise and Google in securing media releases. Google and/or Digital Promise may request permission to capture stories about the project that include student images. The San Ysidro School District will help secure media releases from story participants. Parents of students or students who are 18 or older may opt out of image use, thereby refusing the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted out, then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Project.

7. Independent Contractor

In performing the services pursuant to this MOU, each Party is an independent contractor, is not an agent or employee of the other, and is not authorized to act on behalf of the other. In no event shall Digital Promise or its subcontractors who work on the Project be eligible for any fringe benefits or insurance provided to employees of San Ysidro School District.

8. Coaching Fellow Employment and Taxes

San Ysidro School District agrees that Coaching Fellows are employees of San Ysidro School District and that San Ysidro School District will collect and timely remit to the appropriate taxing authority all taxes due on payments to the Coaching Fellow(s) set forth in Schedule B of this MOU. In no event shall Coaching Fellows who work on the

Project be eligible for any fringe benefits, insurance, or other compensation or benefits, provided to employees of Digital Promise.

9. Intellectual Property

San Ysidro School District agrees, and shall ensure, that all materials created by Coaching Fellows pursuant to the Project are made freely available to the public in accordance with the following: (a) San Ysidro School District will cause any code or other inventions developed pursuant to this Project to be made available to the public under the Apache 2.0 license (<https://opensource.org/licenses/Apache-2.0>) within three (3) months from the date of creation; (b) San Ysidro School District will cause any other intellectual property (for example, creative works that are not patentable or that are not software code) to be made available to the public under the Creative Commons Attribution 4.0 International license (CC- BY 4.0, <https://creativecommons.org/licenses/by/4.0/>) within three (3) months from the date of creation; (c) San Ysidro School District shall make all materials freely available and searchable by major Internet search engines; (d) if any applicable intellectual property or proprietary rights are not licensed or licensable by San Ysidro School District under one of the licenses described in (a) or (b), San Ysidro School District shall place such materials in the public domain; and (e) San Ysidro School District shall not file any patent applications in connection with any intellectual property or proprietary rights developed pursuant to this Project.

San Ysidro School District acknowledges that, unless otherwise indicated by Digital Promise in writing, all materials that Digital Promise or its subcontractor(s) provide(s) to San Ysidro School District pursuant to this Project will be made available to the public under the Creative Commons Attribution 4.0 International license (CC-BY 4.0, <https://creativecommons.org/licenses/by/4.0/>).

10. Trademarks

Digital Promise may reference San Ysidro School District and participating schools and use San Ysidro School District's or a participating school's logo and name to indicate that San Ysidro School District or a participating school is participating in the Classroom Coaching Fellowship program launched by Digital Promise. Except as set forth in the foregoing, neither Party shall display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks, or other indicia of origin without the other Party's prior written consent (which consent may be revoked at any time).

11. Confidentiality

At all times during the term of this MOU and for a period of five (5) years following termination or expiration of this MOU, Digital Promise and San Ysidro School District shall, and shall cause their respective officers, directors, and other employees and agents to, keep confidential and not publish or otherwise disclose and not use, directly

or indirectly, for any purpose, any Confidential Information (as defined in this Section 11), except to the extent such disclosure or use is expressly permitted by the terms of this MOU. The obligations of confidentiality in this Section 11 shall not extend to any Confidential Information that: (i) is or comes into the public domain without breach of this MOU by the Party receiving such Confidential Information, (ii) is received by the receiving Party from a third party without any obligation of confidentiality and without breach of this MOU by the receiving Party, or (iii) the receiving Party can demonstrate by competent evidence was already in its possession without any limitation on use or disclosure prior to the effective date of this MOU. This MOU shall not restrict Digital Promise or San Ysidro School District from complying with a lawfully issued governmental order or legal requirement to produce or disclose Confidential Information; provided, however, that Digital Promise and San Ysidro School District shall promptly notify the other Party to enable that Party to oppose the order or obtain a protective order and each Party shall cooperate fully with the other Party in any such proceeding. If Digital Promise or San Ysidro School District is thereafter required to disclose Confidential Information, both Parties will endeavor to agree to a mutually satisfactory means to disclose such information. "Confidential Information" means all non-public, confidential, or proprietary information, in any form, furnished or made available directly or indirectly by one Party to the other Party, whether or not designated "Confidential Information."

12. Duration

This MOU may be modified by mutual consent of authorized officials from Digital Promise and San Ysidro School District. This MOU shall become effective upon signature by the authorized officials from Digital Promise and San Ysidro School District and will remain in effect until modified by mutual consent or terminated by mutual consent of the Parties. In the absence of mutual agreement by the authorized officials from Digital Promise and San Ysidro School District, this MOU shall end on June 30, 2018.

13. Termination

In the event of termination or expiration of this MOU under Section 12, Digital Promise agrees to pay San Ysidro School District any amounts owed pursuant to this MOU for the work its Coaching Fellow has completed up to the date of termination or expiration. Advance payment made to San Ysidro School District and not applicable to completed work, or not properly spent, as of the date of termination or expiration will be promptly refunded to the Digital Promise.

14. Conflict

Each attached Schedule shall be subject to the terms and conditions of this MOU. In the event of any conflict between the terms of this MOU and a Schedule, the terms of

this MOU shall govern, unless the Schedule expressly references the conflicting provision in this MOU and provides that the provision in the Schedule shall govern.

15. Assignment

A Party shall not assign this MOU, or assign, subcontract or delegate any of its rights or obligations pursuant to this MOU, without the prior written consent of the other Party, and any attempted assignment, subcontract or delegation without such prior written consent shall be of no force or effect.

16. Limitation of Liability

EXCEPT WITH RESPECT TO BREACHES OF A PARTY'S OBLIGATIONS UNDER SECTIONS 9, 10 OR 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST DATA, OR LOST BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MOU, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION, UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS CONTRACT WILL NOT EXCEED THE FACE AMOUNT OF THIS CONTRACT SET FORTH IN SCHEDULE B. EACH PARTY ACKNOWLEDGES THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR THE OTHER PARTY TO ENTER INTO THIS CONTRACT AND THAT SUCH PARTY WOULD NOT HAVE ENTERED INTO THIS CONTRACT BUT FOR THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN. THE PARTIES AGREE THAT THE LIMITATION OF LIABILITY SET FORTH HEREIN WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

17. Audit

During the duration of this MOU and for a period of four (4) years after the termination or expiration of this MOU, San Ysidro School District will keep adequate copies of all relevant books and records to substantiate its expenditures of grant funds. San Ysidro School District will make these books and records available to Digital Promise staff for review and audit and will comply with all reasonable requests for information regarding its use of grant funds. Prompt adjustment shall be made by San Ysidro School District to compensate for any overpayment by Digital Promise disclosed by such audit (including interest on such amount).

18. Governing Law

This MOU and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of conflict or choice of law rules. The venue for any claim shall be in the District of Columbia, in accordance with the laws of the District of Columbia.

19. Severability

In the event any provision of this MOU is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this MOU.

20. Authority

Each Party represents, warrants and covenants to the other Party that it has the authority to enter into this MOU and to perform all of its obligations hereunder.

21. Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

22. Notice

Except as otherwise expressly set forth in Schedule C, any notice required or permitted by this MOU must be in writing and shall be deemed to have been given if sent by first class mail (postage prepaid), overnight carrier, telecopy, or personal delivery, addressed: (i) if to San Ysidro School District, to the attention of Arturo Sanchez Macias, Deputy Superintendent, 4350 Otay Mesa Road, San Ysidro, CA 92173, with a copy to the attention of Manuela Colom, Executive Director of Curriculum and Instruction, 4350 Otay Mesa Road, San Ysidro, CA 92173 (ii) if to Digital Promise, to the attention of Kathryn Petrillo-Smith, Chief Operations Officer, 1001 Connecticut Avenue, NW, Suite 830, Washington, DC 20036, or (iii) at such other addresses the Party to be notified has designated upon reasonable notice. Notices sent by telecopy, overnight carrier or personal delivery shall be deemed to be effective upon receipt, and notices sent by first class mail shall be deemed to be effective no later than the fifth business day following the mailing of such notice.

23. Survival

The terms and conditions of this MOU that would, by their nature, survive the expiration or termination of this MOU, including without limitation, Section 7 (Independent Contractor), Section 8 (Employment and Tax), Section 9 (Intellectual Property), Section 10 (Trademarks), Section 11 (Confidentiality), Section 13 (Termination), Section 16 (Limitation of Liability), Section 17 (Audit), Section 18 (Governing Law), Subsection 14

of Schedule C (Google Grant Requirements), and this Section 23, shall so survive the expiration or termination of this MOU for any reason.

24. Waiver

Waiver by any Party of performance of any provision of this MOU must be in writing and signed by the Party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the Party's right to require performance, of the same provision in the future, or of any other provision.

25. Contact Information

Digital Promise
Kathryn Petrillo-Smith
Chief Operating Officer
1001 Connecticut Avenue, NW, Suite 830
Washington, DC 20036
703-861-1556
operations@digitalpromise.org

San Ysidro School District
J. Arturo Sanchez Macias
Deputy Superintendent
4350 Otay Mesa Road, San Ysidro CA 92173
(619)428-4476
arturo.macias@sysd.k12.ca.us
District Federal EIN: 956002821

26. Entire Agreement

This MOU and associated schedules (all of which are incorporated herein by this reference) constitute the entire agreement between the Parties and supersede any and all prior agreements and understandings between the Parties, written or oral, not incorporated herein with respect to the subject matter of this MOU. This MOU and any associated schedules may not be changed unless mutually agreed upon by the Parties in writing.

Signed,

_____ Date: _____

Kathryn Petrillo-Smith
Digital Promise
Chief Operating Officer

_____ Date: _____

J. Arturo Sanchez Macias
San Ysidro School District
Deputy Superintendent

Digital Promise – San Ysidro School District

Memorandum of Understanding

Schedule A: Points of Contact:

For each POC please provide Name, Title, School assigned to if applicable, email and phone number

Full time Technology and Learning Coach assigned to each school	TBD
District-level District Point of Contact to help with coordination and management	Kelli Hay, Director of Federal & State Programs <u>Kelli.hay@sysd.k12.ca.us</u> (619)428-4476 Ext. 3031
District-level Research Point of Contact	Same as above
School-based Research Point of Contact at Each Participating School to work with Digital Promise	1. Roberto Carrillo (Ext. 3299) <u>Roberto.carrillo@sysd.k12.ca.us</u> 2. Maria Rodriguez (Ext. 3999) <u>mrodriguez@sysd.k12.ca.us</u> 3. Manuela Colom (Ext. 3027) <u>mcolom@sysd.k12.ca.us</u>
Other points of contact (e.g., payments) if applicable	Elizabeth Originales (Ext. 3019) <u>eoriginales@sysd.k12.ca.us</u> Blanca Vega (Ext. 3005) <u>bbarrera@sysd.k12.ca.us</u>

Digital Promise	San Ysidro School District
(Initials and Date)	(Initials and Date)

Digital Promise – San Ysidro School District

Memorandum of Understanding

Schedule B: Grant

Requested grant award amount for each Coaching Fellow:

	School	Salary	Benefits	Total
1.	San Ysidro Middle School			
2.	Vista Del Mar School			
3.				

Total requested grant award amount for all Coaching Fellows: [_____]

Digital Promise	San Ysidro Schools District
(Initials and Date)	(Initials and Date)

Schedule C: Google Grant Requirements:

Google imposes certain requirements on school districts that accept grant funds. By accepting grant funds, San Ysidro School District:

1. Certifies that it is exempt from federal income tax under Internal Revenue Code ("IRC") Section 501(c)(3) or because it is a government entity or instrumentality, and that it is not a private foundation as defined in IRC Section 509(a);
2. Agrees to notify Digital Promise and Google immediately, in writing (email is sufficient: karen@digitalpromise.org; hpeter@google.com), of any change in its tax-exempt status;
3. Certifies that it is not controlled by, or operated in close connection with the Google Foundation, Google Inc., or any of its subsidiaries or affiliates;
4. Certifies that it is legally authorized to receive grant funds under its own policies, as well as any other applicable laws and regulations, and is in full compliance with all applicable gifts and ethics rules that may apply to <Name of School District>'s acceptance of grant funds;
5. Certifies that neither the provision of grant funds nor this MOU will negatively impact Google's current or future ability to do business with <Name of School District>;
6. Certifies that it does not discriminate on any unlawful basis in either hiring/employment practices or in the administration of programs and services;
7. Certifies that it does not discriminate on the basis of sexual orientation or gender identity in hiring/employment practices;
8. Certifies that grant funds will be designated for service programs open to all persons regardless of religion, and will not be used for religious instruction;
9. Certifies that the person signing this document has the authority and has obtained all necessary approvals to accept grant funds;
10. Agrees that grant funds are to be used for official <Name of School District> business only and are not to be used for the personal benefit of, or to make a gift to, any particular San Ysidro School District official or employee;
11. Agrees to comply with all applicable laws, including all applicable export laws and trade sanctions programs, and all anti-bribery or anti-corruption laws, in connection with the expenditure of grant funds, and that no portion of grant funds will be used to corruptly give anything of value directly or indirectly to anyone, including any government official, for the purpose of a) gaining or retaining business, b) causing a government official to do or not do something in their official capacity or c) to gain any other improper advantage;
12. Agrees that it will not use any portion of grant funds to influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive, nor to undertake any activity with a purpose that is inconsistent with IRC Section 501(c)(3);
13. Understands and agrees that grant funds are not earmarked for any attempt to influence legislation within the meaning of IRC Section 4945(d)(1) or 4945(e), and

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: GUARANTEED MAXIMUM PRICE (GMP)

BACKGROUND INFORMATION:

Due to the Reconfiguration and Modernization Projects at La Mirada and Smythe Schools, there are several construction and specialized trades that are needed. Belfour Beatty, the District's Multi-Prime Construction Management Company in coordination with Quality Bidders, conducted a bidding process for qualified and experienced companies to provide proposals in their area of expertise. Now that the bidding process has been completed and vendors selected, it is necessary to approve the Guaranteed Maximum Price (GMP) to proceed with the modernization projects.

The Official Bids include disciplines in over 21 Trades as indicated below:

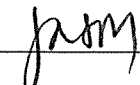
1. Survey	8. Roofing, Roof Demo	15. Specialities, Wheelchair Lift
2. Building Abatement	9. Sheet Metal	16. Signage
3. Structural Concrete	10. Glazing, Storefront	17. Plumbing, Underground Utilities
4. Wood Framing	11. GYP, Insulation, Plaster	18. Mechanical
5. Structural Steel	12. Door Frames, HW	19. Electrical
6. Architectural Woodwork	13. Tile	20. Landscaping, Irrigation
7. Grading, Site Demo...	14. Flooring	21. Final Clean

- GMP DOCUMENTATION UNDER SEPARATE COVER -

RECOMMENDATION:

Approve the Guaranteed Maximum Price (GMP) for Balfour Beatty and all selected Bidders for the Reconfiguration and Modernization Projects at Smythe and La Mirada Schools in the amount not to exceed \$23,000,000.00 (twenty-three million dollars) from the Building fund, Developer Fees, Certificates of Participation (COPs) proceeds, Redevelopment Agency funds and other special revenue available.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-17 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

NOT TO EXCEED

\$23,000,000.00

(Amount)

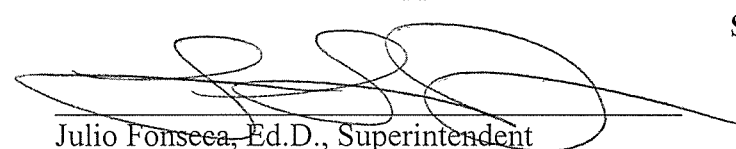
Refer to "Recommendation"
section above

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board